

**AI-13257**

**6.B.**

**SIR Illinois Check for Auto Accident/Sheriff  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Roy Quintanilha  
**Department:** SAFETY DIVISION  
**Agenda Category:** Comm. Court Executive Officer

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**Information**

**CAPTION**

Safety Division:  
Discussion and approval to accept a check (#NB91172442) from Illinois Union Insurance Company in the amount of \$70,844.79 for payment in connection with claim for Marcial Vasquez, C-800-07-G.

**BACKGROUND**

DOL: 10/13/06  
Auto Accident  
Acct #: 8-1100-360-00-000-005-0-000

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By        | Date                | Status |
|-----------|---------------------|--------------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez     | 01/07/2009 03:22 PM | APRV   |
| 2         | Damaris San Miguel  | Damaris San Miguel | 01/09/2009 04:05 PM | APRV   |
| 3         | Auditor's Office    |                    | 01/09/2009 05:30 PM | NEW    |

Form Started By: Aida Alvarez  
Started On: 01/07/2009 03:01 PM  
Final Approval Date: 01/09/2009

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AI-13304

6.C.

**Approval of Corrected Organization Chart  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Angela Garcia, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Comm. Court Executive Officer

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**Information**

**CAPTION**

Approval of the 2009 Hidalgo County Organizational Chart (Corrected Version).

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq                       | Inbox               | Approved By    | Date                            | Status |
|---------------------------------|---------------------|----------------|---------------------------------|--------|
| 1                               | Budget & Management | Veronica Lopez | 01/09/2009 03:18 PM             | APRV   |
| 2                               | Ivan Cantu          | Ivan Cantu     | 01/09/2009 03:30 PM             | APRV   |
| 3                               | Auditor's Office    |                | 01/09/2009 05:30 PM             | NEW    |
| Form Started By: Angela Garcia  |                     |                | Started On: 01/09/2009 03:14 PM |        |
| Final Approval Date: 01/09/2009 |                     |                |                                 |        |

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AI-13294

6.D.

**Museum - Annual Funding Agreement  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Comm. Court Executive Officer

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**Information**

**CAPTION**

Historical Museum:  
Discussion, consideration and action on approval of Annual Funding Agreement between County of Hidalgo and the Museum of South Texas History for 2009

**BACKGROUND**

Funds budgeted for 2009 - \$360,000.00

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**Fiscal Impact**

**FISCAL YEAR:** 2009  
**FUNDS AVAILABLE Y/N?:**  
**BUDGETARY IMPACT:**  
2009 proposed budget of \$360,000.00

**ACCT. #:** 9-1100-451-32-115-034-0-843  
**MATCHING FUNDS Y/N?:**

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**Attachments**

Link: [Funding Agreement](#)

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**Form Routing/Status**

| Route Seq                       | Inbox               | Approved By    | Date                            | Status |
|---------------------------------|---------------------|----------------|---------------------------------|--------|
| 1                               | Budget & Management | Veronica Lopez | 01/09/2009 10:35 AM             | APRV   |
| 2                               | Veronica Lopez      | Veronica Lopez | 01/09/2009 02:16 PM             | APRV   |
| 3                               | Auditor's Office    |                | 01/09/2009 05:30 PM             | NEW    |
| Form Started By: Monica Badillo |                     |                | Started On: 01/09/2009 10:14 AM |        |
| Final Approval Date: 01/09/2009 |                     |                |                                 |        |

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STATE OF TEXAS

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COUNTY OF TEXAS

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**MUSEUM FUNDING AGREEMENT**

This Museum Funding Agreement (the "Agreement") is made and entered into on this the 13<sup>th</sup> of January, 2009, ~~2008~~ but is made effective the 1<sup>st</sup> day of January, 2009, by and between the County of Hidalgo, Texas, a political subdivision of the State of Texas hereinafter referred to as the "County" and the Museum of South Texas History, a Texas non-profit corporation hereinafter referred to as the "Museum".

**WITNESSETH:**

WHEREAS, County is authorized to operate and maintain parks, playgrounds and historical museums, pursuant to Tex. Loc. Gov. Code 331.001, et seq., and may, in connection with the authority to establish museums, acquire and display collections, books, paintings, sculptures, coins and other objects of historical significance to the County; and

WHEREAS, as consideration for the Museum to provide the services of a County historical museum located in Edinburg, Hidalgo County, Texas which is open to the public, County desires to provide financial support to the Museum; and

WHEREAS, County desires to assist Museum by providing funding for use by the Museum in operating its facilities during the calendar year 2009.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Museum agree as follows:

1. **Obligation of Museum.** During the period of this Agreement, Museum agrees to provide a historical Museum for all persons in Hidalgo County. The Museum will be open to the public on a regular basis on days and at times that are reasonably set by the Board of Trustees of the Museum. Museum agrees to display collections, historical books, paintings, sculptures, coins and other objects or collections of historical significance to the public at the Museum site and agrees to continue to acquire such items, objects and collections of historical significance. In addition, Museum agrees to use the funds provided by County pursuant to this Agreement to operate a historical museum for the purposes of acquiring, constructing, maintaining, and displaying to the public permanent exhibits of historical significance to the County.
2. **Museum Programs.** Museum also agrees to periodically conduct programs related to significant areas of interest in the history of Hidalgo County, Texas during the period of this Agreement.



3. **Consideration.** As consideration for the above and foregoing services that are provided for and on behalf of County, County agrees to pay Museum the sum of Three Hundred Sixty Thousand and 00/100ths Dollars (\$360,000.00), payable in twelve (12) equal monthly installments, beginning January 1, 2009 and ending December 31, 2009.
4. **Term.** The period of this Agreement will be for one (1) year, commencing on January 1, 2009 and ending December 31, 2009.
5. **Liability for Museum Operation.** Museum assumes full responsibility and liability for conducting the programs and for any damage to the historical building site, the adjacent improvements occupied by Museum, or any of the personal property located upon the premises, including, but not limited to, all collections and items of historical significance, which may occur as a result of the public's use of the Museum.
6. **Indemnity.** Museum assumes and agrees to hold County harmless from any liability connected with any injury, death or damage to any person or property which may arise from or occur in connection with the maintenance, operation and use of the historic Museum site and any of the adjacent buildings utilized by Museum to perform the services provided by it, pursuant to sections 1 and 2 above. Museum will indemnify and hold County harmless from any and all damage arising from any injury, death or damage which may arise from an injury, death or damage to any person or item of property which occurs as a result of Museum's operation and use of the Museum's property that is utilized to perform and present the services set forth in sections 1 and 2 above. Museum agrees to purchase liability insurance to fully protect it and County from any such injury or damages in at least the amount prescribed by the Texas Tort Claims Act, Tex. Civ. Prac. and Rem. Code §101.001 et seq., as now existing or hereinafter amended, replaced or recorded.
7. **No Restriction on County.** No provision of this Agreement will restrict or deprive County of any powers or other lawful authority which it may presently possess with regard to the establishment or maintenance of other museum or the collection of any items related to the history of Hidalgo County or the South Texas area.
8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between 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 provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the County and Museum, and not otherwise.
11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:                   Hidalgo County, Texas  
                                        Attention: County Judge  
                                        P.O. Box 1356  
                                        Edinburg, Texas 78540-1356

If to Museum :               Museum of South Texas History  
                                        Attention: Executive Director  
                                        121 E. McIntyre  
                                        Edinburg, Texas 78541

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.

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

14. **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.
15. **Assignment.** This Agreement shall not be assignable.
16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
18. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Museum and County in accordance with its terms.
19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.
20. **Record Keeping and Audit.** Museum agrees to maintain records and reports as are necessary to establish the use of County funds under this Agreement for the purposes outlined in section 1 of this Agreement, and agrees to make those records and reports available to the County, and other local, state or federal agency or authority that may exercise jurisdiction over County funds. In addition, Museum agrees to comply with the reasonable requirements and standards of the Hidalgo County Auditor with respect to accounting for and reporting funds provided by County. Funds provided to Museum hereunder must be used in an activity that meets one of the objectives listed in Tex. Loc. Govt. Code §318.011 and 331.001, et. seq.

**WITNESS THE HANDS OF THE PARTIES** and effective as of the day and year first written above.

AI-13293

6.E.

**Interlocals with Cities (Libraries)**

**CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Comm. Court Executive Officer

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**Information**

**CAPTION**

Approval of Library Interlocal Agreements between Hidalgo County and the following cities: Alamo, Donna, Edinburg, Elsa, Hidalgo, La Joya, McAllen, Mercedes, Mission, Pharr, San Juan & Weslaco

**BACKGROUND**

9-1100-455-00-115-035-0-841

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**Fiscal Impact**

**FISCAL YEAR:** 2009  
**FUNDS AVAILABLE Y/N?:** Y

**ACCT. #:** 9-1100-455-00-115-035-0-841  
**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 1-9-09 \$235,000.00.

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**Attachments**

Link: [Interlocal](#)

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 01/09/2009 10:12 AM | APRV   |
| 2         | Ivan Cantu          | Ivan Cantu     | 01/09/2009 02:43 PM | APRV   |
| 3         | Auditor's Office    |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Monica Badillo  
Started On: 01/09/2009 10:07 AM  
Final Approval Date: 01/09/2009

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THE STATE OF TEXAS   §

COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT  
HIDALGO COUNTY LIBRARY SYSTEM**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of Alamo, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2009 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. County and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2009 and shall continue until December 31, 2009; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

City of Alamo, TEXAS

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM  
Atlas & Hall, L.L.P.

By: \_\_\_\_\_

Date: \_\_\_\_\_

AI-13305

6.F.

**Appt. of Reserve Deputy Constables - Constable Pct. 4  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Comm. Court Executive Officer

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**Information**

**CAPTION**

**Constable Pct. #4 - Eddie Guerra:**  
Appointment of Reserve Deputy Constables

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

Link: [list](#)

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**Form Routing/Status**

| Route Seq                       | Inbox               | Approved By    | Date                            | Status |
|---------------------------------|---------------------|----------------|---------------------------------|--------|
| 1                               | Budget & Management | Veronica Lopez | 01/09/2009 03:38 PM             | APRV   |
| 2                               | Rosalinda Cantu     |                | 01/09/2009 05:30 PM             | NEW    |
| Form Started By: Monica Badillo |                     |                | Started On: 01/09/2009 03:36 PM |        |
| Final Approval Date: 01/09/2009 |                     |                |                                 |        |

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## Monica Badillo

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**From:** Joey [joel.rivera@co.hidalgo.tx.us]  
**Sent:** Friday, January 09, 2009 4:52 PM  
**To:** monica.badillo@co.hidalgo.tx.us  
**Subject:** reserve list

Monica,  
this is a list of our reserve deputies. call me if you need anything else. Thanks!

william b. sutton  
lee foster  
armando patlan  
dwight f. yoder  
rene parrao  
mario martinez  
sergio reyes  
charles a. yoder  
colin b. ashburn  
frank guerrero  
mario martinez  
martin cantu

Chief Deputy Joel Rivera  
1212 S. 25th St.  
Edinburg, Texas 78542  
956-383-8560  
Fax:383-8565

**Former Administration Building-Relocation of Departments for Renovations  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Marty Salazar, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Comm. Court Executive Officer

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**Information****CAPTION**

1. Presentation (by project architect firm) for discussion, consideration and action necessary in connection with the relocation of several department currently housed at the former Administration Building (100 E. Cano, Edinburg, Texas) so as to permit the renovation of the entire first and second floors (both north & south towers) and third floors;

2. Final determination and assignment of elected offices, departments, agencies and/or programs that currently occupy or be will be housed at the former Administration Buildings (100 E. Cano, Edinburg, Texas):

**First Floor:**

Commissioners Court/Auxiliary Court Room A - approx. 2,000 sq. ft.  
Human Resources - approx. 2,700 sq. feet;  
Hidalgo County Probate Court-Investigator & Auditor -approx. 1,000 sq. ft.

**Second Floor:**

County Judge's Office - approx. 5,500 sq. ft.  
Office of Emergency Services - included above  
Public Defenders Office - approx. 2,000 sq. ft.  
Auxiliary Court Chambers & Staff Offices - 500  
Child Protective Court Offices - approx. 500

**Third Floor:**

Hidalgo County District Attorney - approx. 13,000 sq. feet (vacant and under renovation)

**Fourth Floor:**

Hidalgo County IT Department - approx. 7,650 sq. ft. (does not need to vacate)  
Adult Probation (Court Officers) - approx. 6,750 sq.ft. (does not need to vacate, but not using all space available)  
Texas DPS - approx. 300 sq. ft.  
Multimedia Coordinator - approx. 1000 sq. ft.

**Fifth Floor:**

Court of Appeals - approx. 13,000 sq. ft. (does not need to vacate)

3. Options for relocation of elected offices, departments, agencies or programs affected by upcoming renovations of first and second floors of former Administration Building (100 E. Cano, Edinburg, Tx) including, but not limited to, the following:

- a. Authority to advertise sealed bids for leasing of office space within close proximity of Courthouse;
- b. Designation or assignment of vacant space in other County-owned buildings;
- c. Other options

## **BACKGROUND**

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### **Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

### **BUDGETARY IMPACT:**

In the event CC decides to lease office space, funding would need to be identified by Department of Budget and Management.

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### **Attachments**

Link: [BACK-UP](#)

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### **Form Routing/Status**

| Route Seq                       | Inbox                              | Approved By    | Date                            | Status |
|---------------------------------|------------------------------------|----------------|---------------------------------|--------|
| 1                               | Purchasing Department (Originator) | Marty Salazar  | 01/09/2009 04:29 PM             | APRV   |
| 2                               | Budget & Management                | Veronica Lopez | 01/09/2009 04:36 PM             | APRV   |
| 3                               | Dale Kennan                        | Angela Garcia  | 01/09/2009 04:49 PM             | APRV   |
| 4                               | Purchasing Department (Originator) | Marty Salazar  | 01/09/2009 04:57 PM             | APRV   |
| 5                               | Auditor's Office                   |                | 01/09/2009 05:30 PM             | NEW    |
| Form Started By: Marty Salazar  |                                    |                | Started On: 01/09/2009 12:23 PM |        |
| Final Approval Date: 01/09/2009 |                                    |                |                                 |        |

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**From:** Edo [mailto:edo@agadc.com]  
**Sent:** Friday, January 09, 2009 3:48 PM  
**To:** martha.salazar@co.hidalgo.tx.us  
**Subject:** Old Administration Building-Remodel Project

January 9, 2009

Ms. Salazar,

As mentioned at today's project status meeting, it is a good idea for the county to begin securing temporary housing for the following departments;

1. County Judge's Offices
2. Human Resources
3. Court located at first and second floors of the 'South Tower'

Based on the information gathered today, an additional two weeks is required to design the requested additional District Attorney's office space areas at the second floor of South Tower.

Once all requested items have been incorporated into the final drawings, we will get with you to set up a bid date.

Prior of the receipt of bids a period of 30 calendar days is needed for the advertisement for bids. An additional 30 calendar days for county review and acceptance of apparent low bidder, at which time the issuance of the Notice of Award and Notice to Proceed will be issued. Approximate time for construction is 10 months.

Eduardo Alcocer



AI-13206

7.B.

**Health and Human Services FY10 Grant Renewals Contract Applications  
CC REGULAR**

**Date:** 01/13/2009

**Submitted By:** Dan Beltran, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

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**Information**

**CAPTION**

Requesting approval to apply for the renewal of the following FY10 Grants:

1. RLSS - Local Public Health System (006)
2. Tuberculosis Prevention & Control - State (008)
3. Tuberculosis Prevention & Control - Federal (011)
4. Immunization Branch - LOCALS (012)
5. SDI - Fee For Services - (018)
6. CHS - Prenatal Services - (018)
7. CPS - Bioterrorism Preparedness (013)
8. CPC - Office of Border Health (028)

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Veronica Lopez | 01/06/2009 01:49 PM | APRV   |
| 2         | Manuel Chapa          | Manuel Chapa   | 01/08/2009 02:48 PM | APRV   |
| 3         | Auditor's Office      | Linda Fong     | 01/08/2009 04:20 PM | APRV   |
| 4         | Purchasing Department | Marty Salazar  | 01/09/2009 12:17 PM | APRV   |

Form Started By: Dan Beltran

Started On: 01/06/2009 01:20 PM

Final Approval Date: 01/09/2009

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AI-13204

8.A.

**City of La Villa (Waste Water Treatment Plant)**

**CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Hilda Bazan, URBAN COUNTY  
**Department:** URBAN COUNTY  
**Agenda Category:** Urban County

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**Information**

**CAPTION**

The Urban County Program is requesting approval of a best and final negotiated professional engineering service contract with Noe Garza Engineers, Inc. in the amount of \$12,032.46 utilizing Year 16 & 18 (2003 & 2005) funds for a Water/Sewer Improvements Project (Improvements to the Waste Water Treatment Plant) in the City of La Villa.

**BACKGROUND**

The City of La Villa requested authorization to negotiate a professional engineering service contract with Noe Garza Engineers, Inc. for Water/Sewer Improvements. A best and final offer was submitted by Noe Garza Engineers, Inc. in the amount of \$12,032.46 for the improvements to the waste water treatment plant. See attached contract & scope of services.

|                        |                                             |
|------------------------|---------------------------------------------|
| Contract Amount:       | \$ 12,032.46                                |
| Funds Available:       | \$ 4,873.84 (2003- FY 16) Water/Sewer funds |
|                        | \$ 47,207.81 (2005-FY 18) Water/Sewer funds |
| Total Funds Available: | \$ 52,081.65                                |

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**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** Urban County funds

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Urban County will utilize 2003- FY 16 and 2005- FY 18 Water/Sewer funds for this project.

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**Attachments**

Link: City of La Villa

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Veronica Lopez | 01/06/2009 01:47 PM | APRV   |
| 2         | Veronica Lopez        | Veronica Lopez | 01/07/2009 08:31 AM | APRV   |
| 3         | Auditor's Office      | Linda Fong     | 01/07/2009 05:26 PM | APRV   |
| 4         | Purchasing Department | Marty Salazar  | 01/08/2009 10:53 AM | APRV   |

Form Started By: Hilda Bazan

Started On: 01/06/2009 12:00 PM

Final Approval Date: 01/08/2009

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NOE GARZA ENGINEERS, INC.  
208 WEST FERGUSON • UNIT 2 • PHARR, TEXAS 78577  
www.ngeinc.net

NSPE • TSPE • TSA

FAX (956) 783-1209  
(956) 783-1207

**EXHIBIT A  
SCOPE OF SERVICES  
CITY OF LA VILLA  
WATER PLANT IMPROVEMENTS**

The City of Elsa proposes to construct improvements to Upgrade valve system at the Water Treatment Plant Improvements.

**Contract Amount:**    **\$12,032.46**

**PROJECT TASKS**

- **Design of plans and specifications** for upgrading of valve system in the City to improve function during water breaks.
- **Project will consist of** upgrading valves to isolate water breaks without shutting down the whole City and Water Plant Improvements.
- **Prepare preliminary plans** and estimates for guidance and review and input from city staff.
- **Final plans & specifications:** Final plans & specifications will be prepared for proper bidding and construction.
- **Bidding and award:**
  - **Bidding Process:** A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. We will attend the bid opening and assist as the City desires.
  - **Bid Recommendations:** After receipt of bids by the City, we will tabulate the bids and make recommendations in consultation with City Staff.
  - **Award:** We will prepare necessary contract documents for execution after award by the City.
- Construction will be under observation on an on-going basis. We will provide construction staking for the contractor and certify request for payments. Upon completion, a final inspection will be scheduled with the contractor and City staff. The outcome of the inspection will determine a certificate of completion of a punch list of items to be completed.
- **As Builts:** We will provide the City and UCP with the "as builts".



NOE GARZA ENGINEERS, INC.  
208 WEST FERGUSON • UNIT 2 • PHARR, TEXAS 78577  
[www.ngeinc.net](http://www.ngeinc.net)

NSPE • TSPE • TSA

FAX (956) 783-1209  
(956) 783-1207

## MEMORANDUM

TO: Mr. Wilfredo Mata, City Manager  
City of La Villa

FROM:  Noe Garza, P.E.

DATE: January 5, 2009

SUBJECT: City of La Villa - Water Treatment Plant  
Urban County Program

This is to inform you that Noe Garza Engineers, Inc. is able to perform Engineering Services for \$12,032.46 under the Urban County Program. This is our best and final offer. If you should have any questions please call our office at 956.783.1207.

Mayor  
**Hector Elizondo**  
Mayor Pro-Term  
**Edward Garcia**  
City Administrator  
**Wilfredo Mata**



Aldermen  
**Juan M. Castro**  
Aldermen  
**Victor Garcia**  
Aldermen  
**Mario Lopez**  
Aldermen  
**Marco Romero**

---

MEMO

To: Lupita Garcia, UCP Coordinator

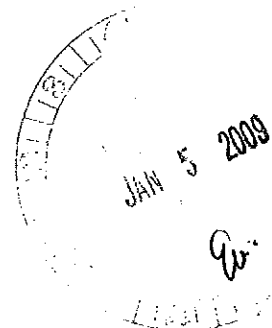
From: Wilfredo Mata, City Administrator 

Subject: Requesting item be placed on Commissioner's Court

Date: January 5, 2009

The Board of Aldermen for the City of La Villa met in an emergency meeting on December 24, 2008 to approve the recommended contract with Noe Garza Engineers, Inc. in the amount of \$12,032.46 for water/sewer improvements at the water treatment plant. I am respectfully requesting the item be placed on the next Commissioner's Court agenda for approve.

Thank you and if further information is needed, please contact me at (956) 262-2122.



CITY OF LA VILLA  
BOARD OF ALDERMEN  
EMERGENCY MEETING MINUTES  
WEDNESDAY, DECEMBER 24, 2008

THE BOARD OF ALDERMEN OF THE CITY OF LA VILLA, TEXAS MET IN EMERGENCY SESSION ON WEDNESDAY, DECEMBER 24, 2008 AT 9:45 A.M. AT CITY HALL LOCATED AT 916 S. MIKE CHAPA BLVD., LA VILLA, TEXAS. THE FOLLOWING ARE THE MINUTES OF THAT MEETING.

ITEM 1. CALL MEETING TO ORDER

There being a quorum, Mayor Hector Elizondo called the meeting to order at 10:00 a.m.

ITEM 2. ROLL CALL

Mayor Elizondo conducted roll call, the following members were present:

Present: Mayor Hector Elizondo  
Mayor Pro-Tem Edward Garcia  
Alderman Juan M. Castro  
Alderman Mario Lopez

Absent: Alderman Marco Romero  
Alderman Victor Garcia

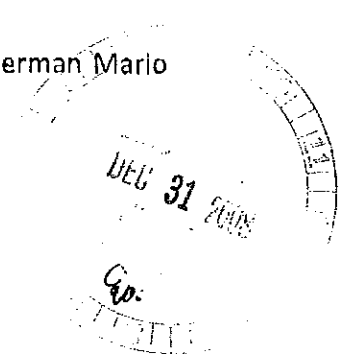
Staff Members: Wilfredo Mata, City Administrator  
Lupita Suarez, Asst. Adm.

ITEM 3. DISCUSSION AND APPROPRIATE ACTION TO APPROVE RECOMMENDATION TO UCP-HIDALGO COUNTY COMMISSIONER'S COURT FOR APPROVAL OF CONTRACT WITH NOE GARZA ENGINEERS, INC. IN THE AMOUNT OF \$12,032.46 FOR WATER/SEWER IMPROVEMENTS AT THE WATER TREATMENT PLANT

Mr. Mata presented to the Board the scope of services for Mr. Garza and explained what the fees were for. After a brief discussion, Mr. Mata recommended approval of the contract with Noe Garza Engineers, Inc. in the amount of \$12,032.46 for water/sewer improvements to the water treatment plant. Alderman Lopez moved and was seconded by Alderman Castro to approve the contract. All in favor, motion carried.

ITEM 4. ADJOURNMENT

A motion was made by Mayor Pro-Tem Edward Garcia and was seconded by Alderman Mario Lopez to adjourn at 10:05 a.m. All in favor, motion carried.



**Professional Services Agreement**

This Agreement, entered into this 13<sup>th</sup> day of January, 2009 by and between Hidalgo County, a political subdivision of the State of Texas, joined by the City of La Villa, (hereinafter called the "Party") and Noe Garza duly authorized Engineer, herein acting by Noe Garza Engineers, Inc. (hereinafter called the "Engineer").

**WITNESSETH THAT:**

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

**SECTION I  
EMPLOYMENT OF THE ENGINEER**

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

**SECTION II  
BASIC SERVICES OF THE ENGINEER**

The Engineer shall perform the following Basic Services in connection with the proposed Water and Sewer Improvement Project Account(s) 5003/05-45-0310-5000-4500. (See Exhibit A)

## **2.1 Preliminary Phase**

- a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.
- b. As may be required, comply and receive the Party and the funding agencies approval on all work.
- c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.
- d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

## **2.2 Design Phase**

- a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.
- b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, maybe required for the proper execution of the Project.
- c. Provide all field information and surveys required for the design of the Project.
- d. Plot field data and other survey information for the design of the Project.
- e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.
- f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.
- g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.
- h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.
- i. Preparation of property or easement descriptions.

## 2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

- a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.
- b. Prepare the formal Contract Documents for the Contractor.
- c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.
- d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.
- e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.
- f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.
- g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.
- h. Prepare monthly and final estimates for payments to Contractors.
- i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.
- J• Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.
- k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when

requested.

1. The Engineer will be responsible for interim and final inspection.
- m. Furnish to the Party of City of La Villa Four (4) sets of plans and four (4) sets of specifications and contract documents.

### SECTION III ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

- 3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.
- 3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.
- 3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

### SECTION IV REIMBURSABLE EXPENSES

- 4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.
- 4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.
- 4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

### SECTION V THE PARTY'S RESPONSIBILITIES

**The Party will:**

- 5.1 Provide full information as to requirements for the Project.
- 5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.
- 5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations 4  
*UCP-52b (Precinct)*

**Revised: 07/08/04**



of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

- 5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.
- 5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.
- 5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.
- 5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.
- 5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

## **SECTION VI PAYMENTS TO THE ENGINEER**

The Party agrees to pay the Engineer for completed services as identified by the Party:

- 6.1 The Engineer shall be paid a total fixed amount of **\$12,032.46** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.
- 6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.
- 6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.
- 6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.
- 6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

## **SECTION VII OWNERSHIP OF DOCUMENTS**

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

## **SECTION VIII TERMINATION**

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

## **SECTION IX COUNTY AND CITY OFFICIALS**

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

## **SECTION X SUCCESSORS AND ASSIGNS**

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

## **SECTION XI TIME OF PERFORMANCE**

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

## **SECTION XII VENUE**

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

## **SECTION XIII CHANGES**

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

## **SECTION XIV COMPLIANCE WITH LOCAL LAWS**

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

## **SECTION XV ASSIGNABILITY**

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

## **SECTION XVI GENERAL**

16.1 Audit The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

- a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
- b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
- c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
- d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
- e. Executive Order 11246 (paragraph a-c for contracts under \$10,000; paragraphs a-g for contracts over \$10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

- 16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

## **SECTION XVII INSURANCE**

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

- 17A A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of \$300,000 for bodily injury and \$100,000 for property damages.
- 17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- 17.3 A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
- 17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.
- 17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

## **SECTION XVIII WARRANTY**

- 18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

**SECTION XIX  
EFFECTIVE DATE**

The effective date of this contract shall be 13th day of January, 2009. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Engineer Signature

Firm Name: Noe Garza Engineers, Inc.

Address: 208 West Ferguson, Unit 2

City/ST/ZIP: Pharr, Texas 78577

FED ID #ISS #: \_\_\_\_\_

**STATE OF TEXAS  
COUNTY OF HIDALGO**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ of and on behalf of (a corporation)(a partnership)(a sole proprietorship).  
(title)

\_\_\_\_\_  
My commission Expires

\_\_\_\_\_  
Notary Public State of Texas

**City of La Villa**

\_\_\_\_\_  
City Secretary (SEAL)

\_\_\_\_\_  
Mayor

**Urban County Program**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Diana R. Serna, UCP Director

## Amendment - Precinct # 3 Street Improvements CC REGULAR

**Date:** 01/13/2009  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Department:** URBAN COUNTY  
**Agenda Category:** Urban County

### Information

#### **CAPTION**

1. Public Hearing concerning a proposed Program Amendment for Urban County Program FY 16 (2003), FY 17 (2004), FY 18 (2005), FY 20 (2007) and FY 21 (2008) for Hidalgo County Precinct No. 3. The proposed amendment will add streets to the existing Street Improvement work plans.
2. Requesting approval of a Program Amendment for Hidalgo County Precinct No. 3 to add streets to the existing work plans for Urban County Program Year 16 (2003), Year 17 (2004), Year 18 (2005), Year 20 (2007) and Year 21 (2008).

#### **BACKGROUND**

The proposed amendment for Hidalgo County Precinct No. 3 will add streets to the existing work plans in UCP Year 16 (2003), Year 17 (2004), Year 18 (2005), Year 20 (2007) and Year 21(2008). A Public Hearing was held on January 13, 2009 at 1:30 P.M., and citizen participation requirements have been met. See attached detailed amendment.

Year 16 (2003), Year 17 (2004), Year 18 (2005), Year 20 (2007) & Year 21 (2008):

\*The proposed Amendment will add to the Year 16, 17, 18, 20 and 21 Street Improvement work plans the following streets and the surrounding streets in the general vicinity of: 2 Mile Line from FM 492 to Abram Road, Western Road from 3 Mile to 7 Mile, Moorefield Road south of FM 495, Bentsen Palm Drive from 1 Mile to 3 Mile, Abram Road from 1 Mile to 5 Mile, Greene Road 2 miles south of Expressway 83, Trosper Road from 3 Mile to 4 mile, 6 Mile from Doffing Road to Minnesota Road, Watson Road south of Business 83, Scott Lane south of Business 83, 5 Mile Line from FM 492 to Western Road, Military Road west of Peñitas to Havana, Chihuahua Road from Business 83 west to end of pavement, Jimenez Drive, Carlos Circle Lane, Wintex Drive, American Lane, Carol Drive, Esperanza Street, Joshua Street, Rachel Street, Iowa Road from 7 Mile to 8 Mile, Mile 8 from Western Road to Iowa Road, Abram Road from 7 Mile to 8 Mile, Brushline Road from 7 Mile to 8 Mile, Breyfogle Road from Business 83 to Expressway 83, streets in the Riverside Subdivision (east of Showers Road), and Minnesota Country Estates (Minnesota & 6 Mile) pending eligibility status located in the Precinct 3 area.

### **Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:** Urban County funds

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Proposed budget and program amendment is utilizing Urban County funds.

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**Attachments**

Link: street imp. work plan

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 01/07/2009 07:50 AM | APRV   |
| 2         | Veronica Lopez      | Veronica Lopez | 01/08/2009 02:09 PM | APRV   |
| 3         | Auditor's Office    |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Estella Webber  
Started On: 01/06/2009 03:58 PM  
Final Approval Date: 01/09/2009

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PUBLIC HEARING NOTICE  
**HIDALGO COUNTY PRECINCT NO. 3**  
URBAN COUNTY PROGRAM  
PROGRAM AMENDMENT

IN COMPLIANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS, HIDALGO COUNTY PRECINCT NO. 3 WILL CONDUCT A PUBLIC HEARING TO SOLICIT INPUT FROM INTERESTED PARTIES ON THE PRECINCT'S PROPOSED PROGRAM AMENDMENT TO ITS URBAN COUNTY PROGRAM YEAR 16 (2003), YEAR 17 (2004), YEAR 18 (2005), YEAR 20 (2007) AND YEAR 21 (2008).

THE PUBLIC HEARING WILL BE HELD ON TUESDAY, JANUARY 13, 2009 AT 1:30 P.M. AT THE HIDALGO COUNTY ADMINISTRATION BUILDING LOCATED AT 100 EAST CANO, EDINBURG, TEXAS 78539.

THE FOLLOWING IS THE PROPOSED PROGRAM AMENDMENTS FOR YOUR CONSIDERATION:

|                            |                                        |
|----------------------------|----------------------------------------|
| <b>Existing<br/>Budget</b> | <b>Urban County<br/>Year 16 (2003)</b> |
| \$ 308,949.72              | *Street Improvements (Palmview)        |
| \$ 5,325.00                | *Street Improvements (Palmhurst)       |
| \$ 164,145.51              | *Street Improvements (Peñitas)         |
| \$ 575,878.00              | Street Improvements                    |
| <b>\$1,054,298.23</b>      | <b>Total Funds Available</b>           |
| <b>Existing<br/>Budget</b> | <b>Urban County<br/>Year 17 (2004)</b> |
| \$ 29,541.30               | *Street Improvements (Palmhurst)       |
| \$ 188,285.68              | *Street Improvements (Palmview)        |
| \$ 245,020.12              | *Street Improvements (Peñitas)         |
| \$ 345,864.60              | Street Improvements                    |
| <b>\$ 808,711.70</b>       | <b>Total Funds Available</b>           |
| <b>Existing<br/>Budget</b> | <b>Urban County<br/>Year 18 (2005)</b> |
| \$ 370,212.00              | Street Improvements                    |
| <b>\$ 370,212.00</b>       | <b>Total Funds Available</b>           |
| <b>Existing<br/>Budget</b> | <b>Urban County<br/>Year 20 (2007)</b> |
| \$ 162,701.00              | *Street Improvements (Palmview)        |
| \$ 251,159.30              | Street Improvements                    |
| <b>\$ 413,860.30</b>       | <b>Total Funds Available</b>           |
| <b>Existing<br/>Budget</b> | <b>Urban County<br/>Year 21 (2008)</b> |
| \$ 324,310.00              | *Street Improvements (Sullivan City)   |
| \$1,023,391.00             | Street Improvements                    |
| <b>\$1,347,701.00</b>      | <b>Total Funds Available</b>           |

\* Forfeited funds are being administered by Precinct No. 3

The proposed Amendment will **add** to the Year 16, 17, 18, 20 and 21 Street Improvement work plans the following streets and the surrounding streets in the general vicinity of: 2 Mile Line from FM 492 to Abram Road, Western Road from 3 Mile to 7 Mile, Moorefield Road south of FM 495, Bentsen Palm Drive from 1 Mile to 3 Mile, Abram Road from 1 Mile to 5 Mile, Greene Road 2 miles south of Expressway 83, Trosper Road from 3 Mile to 4 mile, 6 Mile from Doffing Road to Minnesota Road, Watson Road south of Business 83, Scott Lane south of Business 83, 5 Mile Line from FM 492 to Western Road, Military Road west of Peñitas to Havana, Chihuahua Road from Business 83 west to end of pavement, Jimenez Drive, Carlos Circle Lane, Wintex Drive, American Lane, Carol Drive, Esperanza Street, Joshua Street, Rachel Street, Iowa Road from 7 Mile to 8 Mile, Mile 8 from Western Road to Iowa Road, Abram Road from 7 Mile to 8 Mile, Brushline Road from 7 Mile to 8 Mile, Breyfogle Road from Business 83 to Expressway 83, streets in the Riverside Subdivision (east of Showers Road), and Minnesota Country Estates (Minnesota & 6 Mile) pending eligibility status located in the Precinct 3 area.

ACCOMODATIONS FOR INDIVIDUALS WITH HANDICAPS SHALL BE PROVIDED UPON REQUEST.

LAS PRESENTACIONES SE HARAN EN ESPANOL PARA AQUELLAS PERSONAS QUE ASI LO DESEEN.

FOR MORE INFORMATION, PLEASE COME BY OUR OFFICE OR CALL (956) 585-4509.

WRITTEN COMMENTS CAN BE FORWARDED TO:  
COMMISSIONER JOE M. FLORES  
724 NORTH BREYFOGLE  
MISSION, TEXAS 78572

**City of Donna (Water/Sewer Improvements)**  
**CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Hilda Bazan, URBAN COUNTY  
**Department:** URBAN COUNTY  
**Agenda Category:** Urban County

**Information**

**CAPTION**

1. The Urban County Program is requesting authorization to rescind contract with Centerline Construction for Water/Sewer Improvements within the City of Donna inasmuch as Centerline Construction was unable to meet the Payment and Performance Bond obligations.
2. The Urban County Program is requesting authorization to advertise request for bids for the Water/Sewer Improvements in the City of Donna, utilizing FY 17, 18, & 19 (2004, 2005, & 2006) Urban County Program Funds.

**BACKGROUND**

Hidalgo County Commissioner's Court approved Centerline Construction on October 14, 2008 to complete the improvements to the sewer lines in the alleys between 5th Street & 6th Street, and also in the alley between 6th & 7th Street in the City of Donna, however, the contractor was unable to comply with the Payment and Performance Bond obligations. The city is now requesting that the Urban County Program rescind the action and request authority to advertise request for bids, a second attempt to complete the water/sewer improvements project.

|                  |                                 |                                               |                                                  |
|------------------|---------------------------------|-----------------------------------------------|--------------------------------------------------|
| Funds Available: | \$ 56.13 (2004)<br>Water/ Sewer | \$22,345.06 (2005)<br>City of Donna-UCP Funds | \$ 31,800.06 (2006)<br>Precinct No. 1-UCP Funds. |
|------------------|---------------------------------|-----------------------------------------------|--------------------------------------------------|

**Fiscal Impact**

**FISCAL YEAR:** 2009  
**ACCT. #:** Urban County funds  
**FUNDS AVAILABLE Y/N?:**  
**MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**

Urban County will utilize FY 17, 18, and 19 funds for this project.

**Attachments**

Link: City of Donna

### **Form Routing/Status**

| <b>Route Seq</b> | <b>Inbox</b>          | <b>Approved By</b> | <b>Date</b>         | <b>Status</b> |
|------------------|-----------------------|--------------------|---------------------|---------------|
| 1                | Budget & Management   | Veronica Lopez     | 01/06/2009 01:48 PM | APRV          |
| 2                | Veronica Lopez        | Veronica Lopez     | 01/07/2009 09:19 AM | APRV          |
| 3                | Auditor's Office      | Linda Fong         | 01/07/2009 05:29 PM | APRV          |
| 4                | Purchasing Department | Marty Salazar      | 01/08/2009 10:57 AM | APRV          |

Form Started By: Hilda Bazan

Started On: 01/06/2009 12:25 PM

Final Approval Date: 01/08/2009

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State of Texas  
County of Hidalgo  
City of Donna

Special Council Meeting  
Monday 5:30 pm  
November 17, 2008

On this the 17<sup>th</sup> day of November 2008 the Donna City Council convened in special session at City Hall located at 307 S. 12th Street with the following:

|          |                                                           |                                                         |
|----------|-----------------------------------------------------------|---------------------------------------------------------|
| Present: | David S. Simmons<br>Francisco Garza, Jr.<br>Simon Saucedo | Mayor<br>Mayor Pro-Tem<br>Councilman                    |
|          | Bruce Kalter<br>Eddy Treviño<br>Martha Alvarado           | Interim City Manager<br>City Attorney<br>City Secretary |
| Absent:  | Guadalupe Castillo III<br>Eloy Avila, Jr.                 | Councilman<br>Councilman                                |

Also present were: Leo Villarreal, Planning Director; Dan Downs, Finance Director; Oscar Cuellar, Incoming City Manager and Deborah Fischer, Acct. Consultant.

City Secretary called roll and the aforementioned members of the City Council being present constituted a quorum at which time Mayor Simmons called the meeting to order.

**Consideration and possible action to on Resolution 2008-11-01 authorizing proper city officials for bank signatures for the City of Donna.**

**RESOLUTION 2008-11-01**

**A RESOLUTION NAMING AND AUTHORIZING PROPER CITY OFFICIALS TO SIGN AND EXECUTE ALL DRAFTS AND OFFICIAL PAPERS FOR THE CITY OF DONNA, TEXAS.**

Be it resolved by the City Council of the City of Donna, Texas that as of November 17, 2008, First National Bank should hereby recognize any of the following signature(s):

|                        |                               |
|------------------------|-------------------------------|
| <b>DANIEL J. DOWNS</b> | <b>FINANCE DIRECTOR</b>       |
| <b>NORMA L. YANEZ</b>  | <b>TAX ASSESSOR/COLLECTOR</b> |

which shall be countersigned by:

|                          |                     |
|--------------------------|---------------------|
| <b>OSCAR CUELLAR, JR</b> | <b>CITY MANAGER</b> |
| <b>DAVID S. SIMMONS</b>  | <b>MAYOR</b>        |

as the official signature, until further notice, to execute all checks, vouchers, or warrants on all of the City of Donna's accounts, wherever situated.

It is further resolved that any and all resolutions previously approved which pertain to authorized bank signatures are hereby repealed.

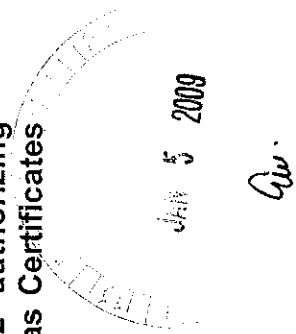
**Passed, Approved and adopted on this the 17<sup>th</sup> day of November 2008.**

/s/ David S. Simmons  
Mayor

Attest:  
/s/ Martha Alvarado  
City Secretary

Bruce Kalter informed Council that with the new city manager coming on board on Nov. 29, 2008, this resolution would establish the proper city officials for all bank transactions. With no further comments, Councilman Saucedo motioned and Mayor Pro-Tem Garza seconded to approve Resolution 2008-11-01 as presented. The motion carried unanimously.

**Consideration and possible action to on Resolution 2008-11-02 authorizing proper city officials for bank signatures for the City of Donna, Texas Certificates of Obligation, Series 2007.**



RESOLUTION 2008-11-02

A RESOLUTION NAMING AND AUTHORIZING PROPER CITY OFFICIALS TO SIGN AND EXECUTE ALL DRAFTS AND OFFICIAL PAPERS FOR THE CITY OF DONNA, TEXAS.

Be it resolved by the City Council of the City of Donna, Texas that as of November 17, 2008, Amegy Bank National Association, Houston, Texas, Trustee for the 2007 City of Donna, Texas Certificates of Obligation, Series 2007 should hereby recognize the following signature:

OSCAR CUELLAR, JR. CITY MANAGER

DAVID S. SIMMONS MAYOR

as the official signature, until further notice, to execute all checks, vouchers, or warrants on all of the City of Donna's accounts, wherever situated.

It is further resolved that any and all resolutions previously approved which pertain to authorized trust signatures are hereby repealed.

Passed, Approved and adopted on this the 17<sup>th</sup> day of November 2008.

/s/ David S. Simmons  
Mayor

Attest:  
/s/ Martha Alvarado  
City Secretary

Bruce Kaiter informed Council this was the same type of resolution as the previous one only this was for the Certificates of Obligation, Series 2007. With no further comments, Councilman Saucedo motioned and Mayor Pro-Tem Garza seconded to approve Resolution 2008-11-02 as presented. The motion carried unanimously.

Consideration and possible action on Resolution 2008-11-04 authorizing the request for financial assistance from the Texas Water Development Board for improvements to the City's Utility System.

RESOLUTION NO. 2008-11-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, ADOPTING THOSE PORTIONS OF THE "COVER THE BORDER HAZARD MITIGATION ACTION PLAN (HAZMAP), 2007-2012" THAT PERTAIN TO THE CITY OF DONNA, TEXAS.

WHEREAS, a range of hazards in the 14-county Rio Grande Border Region of Texas historically have caused significant disasters with losses of life and property and natural resources damage; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and FEMA require communities to adopt a hazard mitigation action plan (HazMAP) to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the Texas A& M International University and the non-profit Rio Grande Institute are coordinating the HazMAP planning process for the 14-county region, and has put into place a framework for coordinated and focused hazard mitigation actions at both the local and regional levels; and

WHEREAS, the City of Donna has been an active participant the regional HazMAP planning process, as well as having conducted and documented its own community public involvement process; and

WHEREAS, the City HazMAP is a record of the community's potential risks and hazards and commitment to reducing the long-term consequences of hazards. The HazMAP outlines mitigation goals, identifies risk reduction strategies for hazards that threaten the area, and discusses the ongoing risk reduction strategies to be undertaken within the jurisdiction.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1: The City of Donna, Texas adopts those portions of the "Cover the Border Hazard Mitigation Action Plan, 2007-2012" that pertain to the City of Donna.

Section 2: Vests with Mayor of the City of Donna with the responsibility, authority, and the means to inform all parties of the action, develop an addendum as necessary, assure that the plan will be reviewed at least annually and that any needed adjustments will be developed and presented to the City Council as necessary; and agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Section 3: The City of Donna will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the action contained in the mitigation strategies.

Section 4: The City of Donna will continue to participate in the multi-jurisdictional HazMAP planning process, including reporting of progress as required by FEMA and the Governor's Division of Emergency Management.

Section 5: This resolution is in effect immediately.

**ATTEST:**

**/s/ Martha Alvarado**  
City Secretary

**APPROVED:**

**/s/ David S. Simmons**  
Mayor

Bruce Kalter informed Council that FEMA was requiring cities wishing to request funding for natural disasters to adopt a Hazard Mitigation Action Plan in order to be eligible for funding. Council would be adopting this plan with the approval of this resolution. Currently, the city is applying for funding for property damages at the water plant caused by Hurricane Dolly. Mayor Simmons thanked Deborah Fischer for all the work with this application. With no further comments, Mayor Pro-Tem Garza motioned and Councilman Saucedo seconded to approve Resolution 2008-11-04 as presented. The motion carried unanimously.

### **Consideration and possible action on request by the Hidalgo County Historical Commission for the installation of a Historical Marker at the Donna City Park.**

Bruce Kalter stated the Historical Commission has submitted a request to install a historical marker at the Donna Square as an extension of the Chisolm Trail. With no further comments, Councilman Saucedo motioned and Mayor Pro-Tem Garza seconded to authorize the Hidalgo County Historical Commission to install the historical marker at the Donna City Park as requested. The motion carried unanimously.

### **Consideration and possible action to rescind action taken on Oct. 7, 2008 regarding the Sewer Line Improvement Project (Urban County Program) and authorize to re-bid project.**

Bruce Kalter informed Council this project was awarded at the regular meeting of October 7, 2008. Unfortunately, the contractor, Centerline Construction, was not able to meet the payment bond required for the project. Staff was requesting that Council authorize to re-bid the project. With no further comments, Mayor Pro-Tem Garza motioned and Councilman Saucedo seconded to rebid the project as recommended by staff. The motion carried unanimously.

### **Consideration and possible action on appointment and/or reappointment of Economic Development Corporation, Inc. (4A) members.**

Bruce Kalter informed Council there had been a discrepancy on the appointment of the member to Place 2 of the 4A Corporation. The Bylaws clearly state that Place 1 and Place 2 are to be held by members of the City Council. After some discussion, Mayor Pro-Tem Garza motioned and Councilman Saucedo seconded to table this item for further review. The motion carried unanimously.

### **Consideration and possible action to declare city equipment as surplus and authorize staff to dispose surplus equipment.**

Bruce Kalter informed Council there were several old computers and staff was requesting they be declared surplus in order to dispose of them. With no further comments, Councilman Saucedo motioned and Mayor Pro-Tem Garza seconded to declare the computers surplus and authorize staff to dispose of them. The motion carried unanimously.

There being no further business, Mayor Simmons adjourned the meeting.

  
David S. Simmons  
Mayor

Attest:

  
Martha Alvarado  
City Secretary

APPROVED: 12/02/08



AI-13292

9.A.

**Scholarship Recipient**  
**CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Sandra De Leon, COUNTY JUDGE  
**Submitted For:** Cari Lambrecht  
**Department:** COUNTY JUDGE  
**Agenda Category:** County Judge's Office

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**Information**

**CAPTION**

Recognition of Bernabe Pena as recipient of the Spring 2009 Hidalgo County Scholarship.

**BACKGROUND**

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**Fiscal Impact**

|                                                      |                                    |
|------------------------------------------------------|------------------------------------|
| <b><u>FISCAL YEAR:</u></b>                           | <b><u>ACCT. #:</u></b>             |
| <b><u>FUNDS AVAILABLE Y/N?:</u></b>                  | <b><u>MATCHING FUNDS Y/N?:</u></b> |
| <b><u>BUDGETARY IMPACT:</u></b><br>No Fiscal Impact. |                                    |

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq                       | Inbox               | Approved By    | Date                            | Status |
|---------------------------------|---------------------|----------------|---------------------------------|--------|
| 1                               | Budget & Management | Veronica Lopez | 01/09/2009 10:35 AM             | APRV   |
| 2                               | Roland Garcia       | Rolando Garcia | 01/09/2009 10:46 AM             | APRV   |
| 3                               | Auditor's Office    |                | 01/09/2009 05:30 PM             | NEW    |
| Form Started By: Sandra De Leon |                     |                | Started On: 01/09/2009 08:59 AM |        |
| Final Approval Date: 01/09/2009 |                     |                |                                 |        |

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**AI-13298****10.A.****staples credit card invoices-Indigent Defense  
CC REGULAR****Date:** 01/13/2009**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT**Department:** BUDGET & MANAGEMENT

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**Information****CAPTION**

1. Authority to process payment to Staples in the amount of \$ 2,443.70 for credit card purchases as detailed below, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor:

| INVOICE#   | DATE    | AMOUNT  | PO#    |
|------------|---------|---------|--------|
| 8968727001 | 9/17/08 | 1124.89 | 609567 |
| 8337434001 | 5/9/08  | 549.97  | 603380 |
| 8930902001 | 8/13/08 | 288.88  | 607746 |
| 8930902002 | 8/13/08 | 399.99  | 607746 |
| 8414672001 | 11/7/08 | 79.98   | 612591 |

2. Authorization for Indigent Defense to utilize Staples required corporate account for acquisition of goods/products but in no event without first securing a properly executed purchase order

**BACKGROUND**

Acct. #8-1100-412-00-009-003-0-xxx

Purchase orders were obtained for purchases.

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**Fiscal Impact**

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**Attachments**Link: [bills](#)

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**Form Routing/Status**

| Route Seq                       | Inbox               | Approved By    | Date                            | Status |
|---------------------------------|---------------------|----------------|---------------------------------|--------|
| 1                               | Budget & Management | Veronica Lopez | 01/09/2009 01:32 PM             | APRV   |
| 2                               | Sylvia Solis        | Sylvia Solis   | 01/09/2009 04:10 PM             | APRV   |
| 3                               | Auditor's Office    |                | 01/09/2009 05:30 PM             | NEW    |
| Form Started By: Monica Badillo |                     |                | Started On: 01/09/2009 11:49 AM |        |
| Final Approval Date: 01/09/2009 |                     |                |                                 |        |

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Purchase Order  
COUNTY OF HIDALGO

PO#: 612591  
DATE: 11/07/08

Page No 1 OF 1

REQ:00143228

Email:

BUYER: DSINDER

SHIP TO: Indigent Defense

100 N. Closer  
Annex Bldg 1  
Edinburg Tx 78539

STAPLES BUSINESS ADVANTAGE

Phone: (800) 793-0468

FAX (866) 572-8032

VENDOR: 319449

P.O. BOX 83689  
CHICAGO IL 60696-3689

Vendor Acct:

Special Instructions:

Contract No:

SITE: INDIGENT DEFENSE

CONTACT:

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.
5. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
6. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

| QUANTITY | UOM | DESCRIPTION                                                                                   | UNIT PRICE | AMOUNT |
|----------|-----|-----------------------------------------------------------------------------------------------|------------|--------|
| 1 EACH   |     | DO NOT DUPLICATE ORDER<br>AS PER TABS BUYBOARD PRICING<br>belkin 100 ft pure av s-video cable | 79.98      | 79.98  |
|          |     | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233                                          |            |        |
|          |     | Total                                                                                         |            | 79.98  |
|          |     | *****<br>For Hidalgo County use only<br>8-1100-412-00-009-003-0-601<br>Approved               |            |        |

Authorized by:

Maria S. Salazar

Remit To:  
STAPLES CREDIT PLAN  
DEPT. 51 - 7820747813  
PO BOX 689020  
DES MOINES IA 50368-9020

Payment Due Date: 12/08/08  
Please make checks payable to STAPLES CREDIT PLAN

Bill To:  
ACCOUNT: 6035517820747813  
HIDALGO CO. INDIGENT DEF  
100 N CLOSNR ANNEX 1



that was easy.

INVOICE:  
8414672001

SHIP TO:  
DAVID SINDER  
HIDALGO COUNTY INDIG  
100 N CLOSNR  
EDINBURG  
TX 00000

AMOUNT DUE: 79.98  
INVOICE DATE: 11/07/08

Store: 100088867

S-VIDEO CABLE 100FT 000764300 1 EA 79.98 79.98

SUBTOTAL 79.98  
TAX 0.00  
SHIPPING 0.00

TOTAL 79.98

that was easy.

that was easy.



Bill to:  
ACCOUNT: 6035517820747813  
HIDALGO CO. INDIGENT DEF  
100 N CLOSNR ANNEX 1

Items to:  
STAPLES CREDIT PLAN  
DEPT. 51 - 7820747813  
PO BOX 689020  
DES MOINES IA 50368-9020

Please make checks payable to STAPLES CREDIT PLAN

Payment Due Date: 11/09/08

SHIP TO:  
DAVID SINDER  
HIDALGO COUNTY INDIG  
100 N CLOSNR  
EDINBURG  
TX 78000

SHIP TO:  
AMOUNT DUE: 1,124.89  
INVOICE DATE: 09/17/08

|               |                         |      |        |        |
|---------------|-------------------------|------|--------|--------|
| 000319707     | DAILY TIME CARD 200 COU | 2 PK | 7.49   | 14.98  |
| 000406231     | HAMMERMILL LASER CASE   | 2 CT | 76.99  | 153.98 |
| 000429174     | PILOT G2 RET FINE BLACK | 3 DZ | 15.00  | 45.00  |
| 000610758     | HP 02 BLACK INK 2PK     | 1 PK | 34.99  | 34.99  |
| 000640102     | PILOT G-2 GEL BLACK 12/ | 3 DZ | 15.00  | 45.00  |
| 000674759     | HP 02 COMBO PACK        | 1 EA | 44.99  | 44.99  |
| 000677356     | HP 05942XD BLACK TONER  | 1 PK | 422.99 | 422.99 |
| 000670543     | SPLS REMAN BLK TONER BR | 2 EA | 56.49  | 112.98 |
| 000703475     | HP C7280 INKJET AIO     | 1 EA | 299.98 | 299.98 |
| 000749570     | WHITE MP3 SPEAKERS W/ A | 1 EA | 24.99  | 24.99  |
| 22034         | Save \$50 Instantly     | 1    | 30.00  | 30.00  |
| 2570041061075 | Coupon                  | 1    | 24.99  | 24.99  |
| 9745966385495 | Coupon                  | 1    | 20.00  | 20.00  |

SUBTOTAL 1,124.89  
TAX 0.00  
SHIPPING 0.00  
TOTAL 1,124.89

INVOICE RECEIVED ON 11/3/08  
BY [Signature]  
GOODS RECEIVED ON 11/3/08  
BY [Signature]  
ACCOUNT #

PO 609567



# COUNTY OF HIDALGO

## Purchase Order

PO#: 609567

DATE: 09/17/08

Page No. 1 of 1

VENDOR: 319449 REQ:00139703

FAX (866)572-8032 Email:

Phone: (800)793-0468

STAPLES BUSINESS ADVANTAGE

DEPT. DAL3368

P.O. BOX 83689

CHICAGO IL 60696-3689

Vendor Acct:

Special Instructions:

Contract No:

SITE: INDIGENT DEFENSE

CONTACT:

Edinburg TX 78539

Annex Bldg 1

100 N. Cloister

SHIP TO: Indigent Defense

BUYER: DSINDER

### 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.
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

AS PER TABS BUYBOARD PRICING

|   |      |                                                     |        |        |
|---|------|-----------------------------------------------------|--------|--------|
| 2 | PKG  | Time cards item #319707                             | 7.49   | 14.98  |
| 1 | PKG  | toner cartridge 2 pak item #677358                  | 422.99 | 422.99 |
| 2 | EACH | fax toner cartridge item #678543                    | 56.49  | 112.98 |
| 3 | PKG  | pilot pens fine point item #648102                  | 15.00  | 45.00  |
| 3 | PKG  | pilot pens bold point item #429174                  | 15.00  | 45.00  |
| 1 | EACH | hp photosmart color flatbed all in one item #703473 | 299.98 | 299.98 |
| 1 | PKG  | hp black ink cartridge item #610738                 | 34.99  | 34.99  |
| 1 | PKG  | hp combo ink pack item #674759                      | 44.99  | 44.99  |
| 2 | CASE | hammermill laser print paper item #406231           | 76.99  | 153.98 |

Total

1,174.89

8-1100-412-00-009-003-0-601 720.93  
8-1100-412-00-009-003-0-602 153.98  
8-1100-412-00-009-003-0-661 299.98

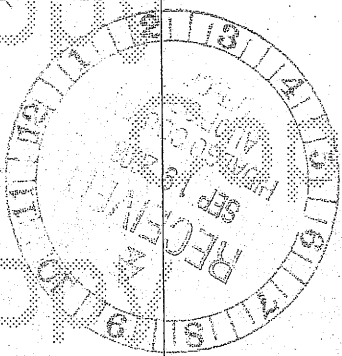
For Hidalgo County use only

\*\*\*\*\*

Approved

Authorized by:

Maria S. Delgado





Purchase Order  
COUNTY OF HIDALGO

PO#: 607746  
DATE: 08/13/08

Page No 1 OF 1

VENDOR: 319449  
FAX (866) 572-8032  
Phone: (800) 793-0468  
STAPLES BUSINESS ADVANTAGE  
3711 BRIARPARK DRIVE, SUITE 275  
HOUSTON TX 77042  
Vendor Acct:  
CONTACT:  
SITE: INDIGENT DEFENSE  
Contract No:  
Special Instructions:

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.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

| QUANTITY                                             | UOM  | DESCRIPTION                                       | UNIT PRICE | AMOUNT |
|------------------------------------------------------|------|---------------------------------------------------|------------|--------|
| 4                                                    | PKG  | sharpie highlighters item#521164                  | 5.49       | 21.96  |
| 2                                                    | EACH | logitech corded mouse item #570429                | 14.99      | 29.98  |
| 1                                                    | PKG  | duracell aaa batteries item #514702               | 37.99      | 37.99  |
| 2                                                    | EACH | cyberpower 1500va ups battery backup item #649776 | 199.99     | 399.98 |
| 1                                                    | PKG  | staples 100pk dvd-r item #622850                  | 49.99      | 49.99  |
| 6                                                    | CASE | staples laser print paper item #135848            | 33.99      | 203.94 |
| AS PER TABS BUYBOARD PRICING                         |      |                                                   |            |        |
| DO NOT DUPLICATE ORDER                               |      |                                                   |            |        |
| REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 |      |                                                   |            |        |
| Total                                                |      |                                                   |            | 743.84 |
| *****                                                |      |                                                   |            |        |
| For Hidalgo County use only                          |      |                                                   |            |        |
| 8-1100-412-00-009-003-0-601                          |      |                                                   |            | 139.92 |
| 8-1100-412-00-009-003-0-602                          |      |                                                   |            | 203.94 |
| 8-1100-412-00-009-003-0-661                          |      |                                                   |            | 399.98 |
| Approved                                             |      |                                                   |            |        |

Authorized by:

Maria S. Salazar

Not on Po







AI-13192

11.A.

**Membership Dues-Western States Sheriff's Associations  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Monica Hinojosa, SHERIFF DEPT.  
**Submitted For:** Monica Hinojosa  
**Department:** SHERIFF DEPT.  
**Agenda Category:** Sheriff's Office

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**Information**

**CAPTION**

Requesting approval for the 2009 Membership Dues for Sheriff Guadalupe Trevino to the Western States Sheriff's Association in the amount of \$100.00

**BACKGROUND**

WSSA offers training as well as networking opportunities to those dedicated to law enforcement in the west.

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**Fiscal Impact**

**FISCAL YEAR:** 2009  
**FUNDS AVAILABLE Y/N?:**  
**BUDGETARY IMPACT:**  
\$5000 available balance as of 01/09/09.

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**ACCT. #:** 9-1100-421-00-280-001-0-810  
**MATCHING FUNDS Y/N?:**

**Attachments**

Link: Western States

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By       | Date                | Status |
|-----------|---------------------|-------------------|---------------------|--------|
| 1         | Anacleto Martinez   | Anacleto Martinez | 01/05/2009 04:00 PM | APRV   |
| 2         | Budget & Management | Veronica Lopez    | 01/06/2009 08:32 AM | APRV   |
| 3         | Rey Salazar         | Rey Salazar       | 01/09/2009 11:06 AM | APRV   |
| 4         | Auditor's Office    |                   | 01/09/2009 05:30 PM | NEW    |

Form Started By: Monica Hinojosa  
Started On: 01/05/2009 03:16 PM  
Final Approval Date: 01/09/2009

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# WESTERN STATES SHERIFFS ASSOCIATION

PO Box 1169  
Lakewood, CO 80215  
Telephone: 303-233-1565  
www.westernsheriffs.org

## 2008 EXECUTIVE BOARD:

**PRESIDENT**  
Sheriff Dave Brown  
Skamania County, WA

**1<sup>st</sup> VICE PRESIDENT**  
Sheriff Bruce Hartman  
Gilpin County, CO

**SECRETARY**  
Sheriff Frank Park  
Tooele County, UT

**TREASURER**  
Sheriff Jim Pond  
Albany County, WY

**SGT AT ARMS**  
Sheriff Tony Harbaugh  
Custer County, MT

**PAST PRESIDENT**  
Sheriff Andy Bentz  
Malheur County, OR

## State Representatives

Arizona  
Sheriff Frank Hughes

California  
Sheriff Pat Hedges

Colorado  
Sheriff Jerry Martin

Idaho  
Sheriff Patti Bolen

Montana  
Sheriff Jim Cashell

Nevada  
Sheriff Tony Demeo

New Mexico  
Sheriff Kent Waller

Oklahoma  
Sheriff John Whetsel

Oregon  
Sheriff Todd Anderson

Texas  
Sheriff Chris Kirk

Utah  
Sheriff Cameron Noel

Washington  
Sheriff Mike Humphreys

Wyoming  
Sheriff Danny Glick

## WESTERN STATES SHERIFFS' ASSOCIATION

### MEMBERSHIP APPLICATION AND INVOICE

For Calendar Year: 2009

Type of Membership:   X   Regular (\$100)        Associate (\$50)

**Regular Membership dues are \$100.00 per calendar year. Associate Membership dues are \$50.00 per calendar year. Regular memberships are for sheriffs, their sworn employees, state association directors/officers and others who can hold office and vote. Associate membership is other city, state, federal and professional organizations who participate with the regular members.**

**Tax ID # 88-033553T • Telephone #: (303) 233-1565 • Email: [glcure@aol.com](mailto:glcure@aol.com)**

**Name:** Guadalupe Trevino **Title:** Sheriff of Hidalgo County

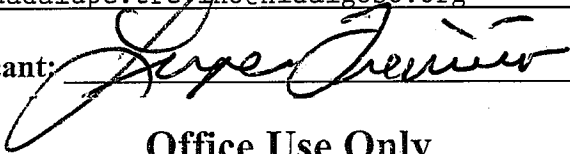
**Department/Agency:** Hidalgo County Sheriff's Office

**MailingAddress:** 711 El Cibolo Road

**City/State/ZipCode:** Edinburg Texas 78542

**Telephone #:** 956-393-6002 **Fax#** 956-393-6179

**Email Address:** Guadalupe.trevino@hidalgo.org

**Signature of Applicant:** 

### Office Use Only

**Date Received:**                      **Method of Payment:**                     

**Reference:**                      **Membership ID #:**                     

Remit this form to: **Western States Sheriffs' Association**  
**PO Box 1169**  
**Lakewood, CO 80226**

Date Entered: \_\_\_\_\_  
Requisition # : \_\_\_\_\_  
Date Approved: \_\_\_\_\_  
P.O. # \_\_\_\_\_

**HIDALGO COUNTY SHERIFF'S OFFICE**  
**EXECUTIVE BRANCH**

**ADMINISTRATION**

DATE: 01/05/09  
REQUESTED BY: MONICA J. HINOJOSA  
ACCOUNT #: 9-1100-421-00-280-001-0-  
OBJECT #: 810-DUES AND MEMBERSHIPS  
CURRENT BALANCE: **\$1,905.00**  
EXPENDITURE AMOUNT: **\$100.00**  
NEW BALANCE: **\$1,805.00**  
PURPOSE FOR EXPENDITURE: MEMBERSHIP DUES FOR SHERIFF GUADALUPE TREVINO TO  
THE WESTERN STATES SHERIFF'S ASSOCIATION FOR THE  
YEAR OF 2009

| LINE # | ITEM & DESCRIPTION                                                                                             | ITEM # | QTY | UOM | UNIT PRICE | AMOUNT   |
|--------|----------------------------------------------------------------------------------------------------------------|--------|-----|-----|------------|----------|
| 1      | MEMBERSHIP DUES FOR SHERIFF GUADALUPE TREVINO TO THE WESTERN STATES SHERIFF'S ASSOCIATION FOR THE YEAR OF 2009 |        | 1   | EA  | \$100.00   | \$100.00 |

SHIPPING: \$0.00  
**GRAND TOTAL: \$100.00**

**EXPECTED DELIVERY DATE: AS NEEDED BASIS**

**AWARDED VENDOR:**

**WESTERN STATES SHERIFF'S ASSOCIATION**  
**PO BOX 1169**  
**LAKEWOOD, CO 80226**

**INTERNAL NOTES:**

AUTHORIZED BY \_\_\_\_\_  
DIVISION COMMANDER

REVIEWED BY RICHARD OZUNA  
ADMINISTRATION LIEUTENANT

REVIEWED BY JUAN TAPIA  
PROCUREMENT SPECIALIST

APPROVED BY ANACLETO MARTINEZ  
CHIEF DEPUTY

TO THE COUNTY AUDITOR  
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, GUADALUPE TREVINO, do hereby state that my membership in the  
WESTERN STATES SHERIFF'S ASSOCIATION on behalf of Hidalgo  
County is necessary in the performance of my duties as an official/employee of Hidalgo County.  
I further state the following:

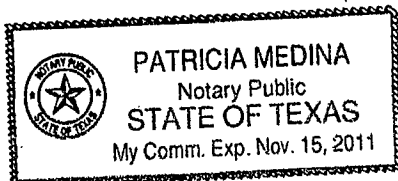
- 1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;
- 2.) The association or organization is not affiliated with a labor organization;
- 3.) Neither the association or organization nor an employee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

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SHERIFF OF HIDALGO COUNTY

Before me Patricia Medina, a Notary Public, appears GUADALUPE TREVINO  
and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and  
correct in every respect.



\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041



# WESTERN STATES SHERIFFS ASSOCIATION

P.O. Box 1169  
Lakewood, CO 80215  
Telephone: 303-233-1565  
[www.westernsheriffs.org](http://www.westernsheriffs.org)

*Pat, sure  
make sure  
my dues  
are covered!*

## 2008 EXECUTIVE BOARD:

**PRESIDENT**  
Sheriff Dave Brown  
Skamania County, WA

**1<sup>st</sup> VICE PRESIDENT**  
Sheriff Bruce Hartman  
Gilpin County, CO

**SECRETARY**  
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Sheriff Jerry Martin

Idaho  
Sheriff Patti Bolen

Montana  
Sheriff Jim Cashell

Nevada  
Sheriff Tony Demeo

New Mexico  
Sheriff Kent Waller

Oklahoma  
Sheriff John Whetsel

Oregon  
Sheriff Todd Anderson

Texas  
Sheriff Chris Kirk

Utah  
Sheriff Cameron Noel

Washington  
Sheriff Mike Humphreys

Wyoming  
Sheriff Danny Glick

December 15<sup>th</sup>, 2008

Dear Fellow Sheriff:

The Western States Sheriffs Association invites you to join the only Association west of the Mississippi that is entirely dedicated to the office of Sheriff. WSSA offers training as well as networking opportunities to those dedicated to law enforcement in the west.

There are a different set of problems facing us than most of the Sheriffs in the east. For example, western sheriffs deal a lot more with the BLM, USFS and BIA than our eastern counterparts do.

Many of you are already members and this is your invoice for 2009 dues. Those of you who belong to state sheriffs associations that pay full state dues to WSSA and those of you who may have already paid your 2009 dues, please disregard this notice. WSSA is a 501(c)(3) organization, so take advantage of the tax break prior to the end of 2008.

If you are a new Sheriff or have never been to a WSSA meeting, please take the time to fill out the invoice, return it, and plan to attend the annual training and business meeting in Reno, Nevada at the Peppermill.

WSSA may not only be joined by the Sheriff, but any officer that is interested in the organization. Undersheriffs, Majors, Captains, Sergeants, Deputies and Detention Staff are included in our membership. Only Sheriffs may serve on the Board of Directors and as State Representatives to WSSA.

If you are interested in coming to the training and conference in March, we welcome you to visit our website and download the application and mail it to the address below.

Gary L Cure, Executive Director  
Western State Sheriffs Association  
P.O. Box 1169  
Lakewood, CO 80215

Tax ID # 88-033553T • Telephone #: (303) 233-1565 • Email: [glcure@aol.com](mailto:glcure@aol.com)

: Western States Sheriffs' Association  
PO Box 1169  
Lakewood, CO 80215

AI-13263

11.B.

**Capt. Rudy Espinoza--Purchase of Lenco Armored Vehicle  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Emilia Uriegas, SHERIFF DEPT.  
**Submitted For:** Anacleto Martinez  
**Department:** SHERIFF DEPT.  
**Agenda Category:** Sheriff's Office

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**Information**

**CAPTION**

Pursuant to HR 2401 through FY 1994 National Defense Authorization Act Section 1122 Program, requesting authority to purchase (1) Lenco Bear Armored Vehicle through US General Services Administration. (Contract #GS-07F-0390M-1122 Program).

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2008                      **ACCT. #:** 8-1284-421-00-280-047-1-741  
**FUNDS AVAILABLE Y/N?:**              **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
\$590,000 available balance as of 01/09/08.

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**Attachments**

Link: [purchase.lenco.vehicle](http://purchase.lenco.vehicle)

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By       | Date                | Status |
|-----------|---------------------|-------------------|---------------------|--------|
| 1         | Anacleto Martinez   | Anacleto Martinez | 01/08/2009 03:50 PM | APRV   |
| 2         | Budget & Management | Veronica Lopez    | 01/08/2009 04:01 PM | APRV   |
| 3         | Rey Salazar         | Rey Salazar       | 01/09/2009 11:22 AM | APRV   |
| 4         | Auditor's Office    |                   | 01/09/2009 05:30 PM | NEW    |

Form Started By: Emilia Uriegas                      Started On: 01/07/2009 03:53 PM  
Final Approval Date: 01/09/2009

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Protecting Our Nation's Defenders™

10 Betnr Industrial Drive – Pittsfield, MA 01201  
PH (413) 443-7359 – FAX (413) 445-7865

## Quotation 6618

Quotation Date: 08/05/08  
Lenco Tax ID No. 04-2719777

|                                                                                          |                                                                                           |                            |
|------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|----------------------------|
| HI005<br><br>Hidalgo County Sheriff's Office<br>711 El Cibolo Road<br>Edinburg, TX 78541 | <b>Estimated Completion Date:</b><br>Approx 210 Days ARO                                  | <b>F.O.B.: Destination</b> |
|                                                                                          | <b>Payment Terms:</b> Payable Upon Completion<br>Lenco Contract GS-07F-0390M 1122 Program |                            |
|                                                                                          | <b>Inspection &amp; Acceptance:</b> At Lenco Factory, Pittsfield, MA                      |                            |

**Terms and Conditions:** Net 30 Days – MSO Transferred Upon Receipt of Payment

| Item:                                                               | Product #   | Retail              | Net Price           |
|---------------------------------------------------------------------|-------------|---------------------|---------------------|
| <b>Lenco B.E.A.R. (Diesel, Rotating Hatch; Counter Balanced)</b>    | BFL603      | \$251,075.00        | \$240,310.00        |
| <b>Options:</b>                                                     |             |                     |                     |
| 4WD, Four Wheel Drive Option                                        | B4WD70      | 42,000.00           | 40,199.00           |
| Run Flat Tires: Set of (6)                                          | BRF6        | 7,400.00            | 7,050.00            |
| (3) Roof Mounted Remote Control Spotlights                          | BRCS        | 3,150.00            | 3,015.00            |
| Whelen Liberty (LED) Light Bar (Installed)                          | BLED        | 3,200.00            | 3,017.00            |
| Intercom System; Inside to Outside                                  | BINT        | 3,000.00            | 2,871.00            |
| Radio Prep Package                                                  | BIRA        | 525.00              | 502.00              |
| Set of (2) Ballistic Skip Round Shields                             | BBSRS2      | 2,950.00            | 2,824.00            |
| Seat Belts for Rear Bench Seats                                     | BRBSB       | 1,450.00            | 1,388.00            |
| Fold-Up Steel Work Table                                            | BFSWT       | 275.00              | 263.00              |
| Back Up Camera & Monitor                                            | BBU         | 2,400.00            | 2,297.00            |
| Thermal Image & Color Camera w/ (3) Flat Screen Color Monitors      | BTI         | 30,000.00           | 28,714.00           |
| Chassis Parts & Service Manual                                      | BFLMAN      | 500.00              | 479.00              |
| Front Mounted Receiver with Ram Post and Plate, (Deletes Std Winch) | Open Market | 5,500.00            | 5,500.00            |
| <b>Net Savings \$14,996</b>                                         |             | <b>\$353,425.00</b> | <b>\$338,429.00</b> |
|                                                                     |             | FOB Edinburg, TX    | 7,994.00            |
| <b>Total Cost for (1) Lenco B.E.A.R. Edinburg, TX</b>               |             |                     | <b>\$346,423.00</b> |

Specifications Subject to Change

PROPRIETARY

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR 30 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE

**ACCEPTANCE OF PROPOSAL** — The above prices are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

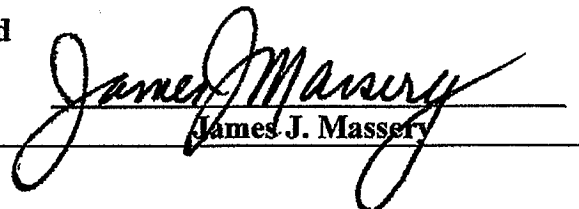
**LENCO INDUSTRIES INC.**

Authorized  
Signature \_\_\_\_\_

Authorized  
Signature \_\_\_\_\_

Please sign and return

Thank You

  
James J. Massery

## **1122 Program Overview**

Section 1122 of the FY 1994 National Defense Authorization Act authorizes state and local governments to purchase law enforcement equipment suitable for counter-drug activities through the Federal Government. The program affords state and local agencies the opportunity to take advantage of the discounts available to the Federal Government due to its large volume purchases. By using this system, law enforcement activities will be able to stretch their budget dollars in purchasing items required for the completion of their missions.

## **1122 Purchase Request Procedures**

1. A letter from the requesting agency is needed with the following specifications:
  - a. A typed letter on the agency's letterhead
  - b. The letter will include the size of the agency (total number of full time, compensated officers), the agency's jurisdiction and the justification of how the purchased property will be used for counter-drug and/or counter-terrorist activities.
  - c. The letter must state who the agency point of contact for the purchase is by full name and rank (if applicable) and their phone number and direct email address.
  - d. The letter must be signed by the agency's Chief Executive Official (Chief of Police/County Sheriff).
2. A written quote is obtained from the vendor by the requesting agency and attached to the request letter. The quote must have the following:
  - a. Vendor name, mailing address, phone number and fax number.
  - b. GSA contract number.
  - c. Vendor point of contact to include first and last name, phone number and direct email address.
  - d. A complete listing of items requested to purchase and the quoted price.
3. A Purchase Order from the requesting agency containing the following:
  - a. Vendor Information: vendor name, name of the point of contact, vendor and POC phone number, vendor fax number and POC email address.
  - b. Requesting Agency Information: agency name, billing and shipping

address, name of agency point of contact, POC's phone number and email address.

- c. State the items requested for purchase with itemized price and grand total price.

The request letter, vendor quote and purchase order need to be submitted via email to the State Points of Contact for the 1122 Program. The current SPOCs are:

SGT Audrey M. Foushee  
(512) 782-5966 office  
[audrey.foushee@us.army.mil](mailto:audrey.foushee@us.army.mil)

SGT Rondy L. Kilpatrick  
(512) 782-5654 office  
[rondy.kilpatrick@us.army.mil](mailto:rondy.kilpatrick@us.army.mil)

AI-13237

11.C.

**State 1033 Program  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Emilia Uriegas, SHERIFF DEPT.  
**Submitted For:** Anacleto Martinez  
**Department:** SHERIFF DEPT.  
**Agenda Category:** Sheriff's Office

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**Information**

**CAPTION**

Approval to authorize Sheriff Trevino to sign the State Plan of Operations agreement for enrollment in the State 1033 Program.

**BACKGROUND**

This program provides the opportunity to request the transfer of property from the Department of Defense (pursuant to 10 U.S.C., Subsection 2576a).

The equipment is to be used for law enforcement activities, with emphasis on counterdrug and counterterrorism activities.

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**Fiscal Impact**

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

**BUDGETARY IMPACT:**

Agenda Item does not require funding source.

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**Attachments**

Link: [State.1033program.](#)

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By       | Date                | Status |
|-----------|---------------------|-------------------|---------------------|--------|
| 1         | Anacleto Martinez   | Anacleto Martinez | 01/08/2009 03:40 PM | APRV   |
| 2         | Budget & Management | Veronica Lopez    | 01/08/2009 04:00 PM | APRV   |
| 3         | Rey Salazar         | Rey Salazar       | 01/09/2009 11:02 AM | APRV   |
| 4         | Auditor's Office    |                   | 01/09/2009 05:30 PM | NEW    |

Form Started By: Emilia Uriegas  
Started On: 01/07/2009 08:52 AM  
Final Approval Date: 01/09/2009

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## **STATE OF TEXAS 1033 PROGRAM PLANS, POLICIES AND PROCEDURES**

### **PURPOSE:**

The purpose of this document is to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to 10 U.S.C. §2576a and to promote the efficient and expeditious transfer of the property.

### **AUTHORITY:**

The Secretary of Defense is authorized by 10 U.S.C. §2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counterdrug/counterterrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA).

### **STAFFING AND FACILITIES:**

By authority of the State Governor, the Joint Counterdrug Task Force Commander is the Texas 1033 Program State Coordinator. The State Coordinator appoints the State Points of Contact (SPOCs) to administer the daily operation of the 1033 Program.

### **TERMS AND CONDITIONS:**

- **Law Enforcement Agency (LEA) Eligibility Criteria:** Must be a "law enforcement activity" whose primary function is enforcement of applicable Federal, State and local laws as defined by the DLA regulation (this is referring to DLA Directive (DLAD) 4160.10 which will be superseded by the One Book) and whose compensated officers have powers of arrest and apprehension.
- **How to Enroll in the State 1033 Program:** LEA must request enrollment via their State Coordinator. LEAs must provide a completed application packet to their State Coordinator. NOTE: Upon request of the Law Enforcement Support Office (LESO), a mission statement will need to be provided along with the datasheet. If the enrollment request is approved by the State Coordinator, it will be forwarded to the LESO. If approved by LESO, the State Coordinator will be contacted and provided with a LEA screener's authorization memo (Authorization Letter for Property Screening and Receiving). Once enrolled, the LEA must acknowledge receipt of the memorandum of understanding (MOU) with the State Coordinator agreeing to the terms and conditions of the 1033 Program. As soon as an agency is properly enrolled, automations screening may be conducted through the Defense Reutilization and Marketing Office (DRMO) website. The State Coordinator's office must provide the LEA with their login identification number for this application.

- **LEA Screener Criteria:** Must be full-time and/or part-time, sworn and/or non-sworn officers assigned to the LEA performing this duty. LEAs are allowed a maximum of four (4) screeners per agency. A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time.
- **Identification/Acquisition/Transportation of Property:** LEAs find needed property electronically through the Defense Reutilization and Marketing Service (DRMS) website: [www.drms.dla.mil](http://www.drms.dla.mil) or by physically visiting the nearest DRMO. Once property has been identified, LEAs submit a manual or electronic DRMS Form 103 to the State Coordinator. The State Coordinator approves/disapproves the request. If approved, it is sent to the LESO. If approved it goes to Military Standard Requisitioning and Issue Procedures (MILSTRIP) or a manual DD Form 1348 is sent to the State Coordinator. It is the responsibility of the State/LEA to transport requested property from the DRMOs to their location. DLA will not fund the transportation cost.
- **Storage of Property:** Unless the State is authorized as a distribution center, it will be the gaining LEA responsibility to store property received through the 1033 Program. Distribution centers should only hold property for their specific customers not more than 90 days. After that date, disposition should be requested, in writing, from the LESO, via their State Coordinator.
- **Distribution of Property:** LESO will approve property request in the following priority: counterdrug/counterterrorism and then any other law enforcement activities.
- **Security of Property:** It is the responsibility of the gaining State/LEA to safeguard all property received through the 1033 Program. Should any property become lost due to theft, destruction or unauthorized sale/disposal, this information must be forwarded to the State Coordinator within seven (7) working days after the incident. The State Coordinator will contact the LESO for additional guidance.
- **Accountability of Property:** Each LEA and the State must maintain records for all property acquired through the 1033 Program. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved Bureau of Alcohol, Tobacco and Firearms (ATF) Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1), and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.
- **Establish Inactive File:** As of October 1, 2003, the LESO will institute a five (5) year file retention policy. This policy will state that LESO will maintain active files for two (2) years and inactive files for three (3) years. After five years, the files are destroyed with the exception of DEMIL code B through Q, sensitive items and \$20,000 or more high dollar items.

- **Utilization of Property:** Property received through the 1033 Program must be placed into use within one (1) year of receipt and utilized for a minimum of one (1) year, unless the condition renders it unusable. If property is not placed in use within one (1) year of receipt, it must be transferred to another authorized agency, or returned to a DRMO. Property returns/turn-ins must be coordinated through the applicable State Coordinator and LESO.
- **State Compliance Reviews:** The State Points of Contact will inspect *at a minimum* 10% of the active agencies to ensure property accountability and proper use of equipment. All law enforcement agencies maintaining sensitive property will submit a written accountability statement detailing property type and serial numbers on the anniversary date of their Authorization Letter for the program.
- **Transfer of Property:** LEAs must coordinate, in writing, transfer of 1033 property through their State Coordinator. The State Coordinator will request final approval from the LESO. Property may be transferred within the State or between States as long as it is properly coordinated with the State Coordinator and LESO. If approved a "LESO transfer approval memo" will be sent to the State Coordinator. For more information regarding these items, view the following links:

Defense Demilitarization and Trade Security Controls (TSC) Program  
[www.demil.osd.mil](http://www.demil.osd.mil)

Military Critical Technologies List  
[www.dtic.mil/mctl](http://www.dtic.mil/mctl)

Critical Federal Supply Class (FSC) and Buzz words  
[www.drms.dla.mil/drms/internal/demil/CriticalBuzzKeyPt.pdf](http://www.drms.dla.mil/drms/internal/demil/CriticalBuzzKeyPt.pdf)

Flight Safety Critical Aircraft Parts (FSCAP)  
[www.drms.dla.mil/drms/internal/demil/FSCAP.pdf](http://www.drms.dla.mil/drms/internal/demil/FSCAP.pdf)

- **Disposal of Property:** LEAs must request approval, in writing, from their State Coordinator before any 1033 property is disposed. The State Coordinator will request final approval from the LESO. If approved a "LESO disposal approval memo" will be sent to the State Coordinator. Only DEMIL codes A, B and Q may be approved for disposal. Items with DEMIL codes of C, D, E, F, G and P must be transferred to an authorized agency or must be returned to a DRMO when no longer needed. Costs incurred for transfers, disposals or turn-ins will be borne by the State/LEA.
  - **DEMIL code A:** does not require demilitarization and may be disposed after obtaining State Coordinator and LESO approval.
  - **DEMIL code B:** does not require demilitarization and may be disposed or returned to a DRMO. If disposed, it must be in accordance with TSC (see DOD 4160.21-M, Defense

Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII).

- **DEMIL code Q:** does not require demilitarization and may be disposed or returned to a DRMO. If disposed, it must be in accordance with Commerce Control List Items (CCLI) disposition requirements (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII).
  - Specific Requirements for disposal of Munitions Lists Items (MLI)/CCLI (DEMIL codes B and Q) excerpt from DOD 4160.21-M:
    - Before disposing of MLI/CCLI property, Federal and State agencies must consider the export control requirements as promulgated by the Department of State, Department of Commerce and the Treasury Department, as applicable. Disposal methods shall ensure that appropriate safeguard requirements are in place prior to disposal. These will include, but are not limited to:
      - Notification of export control requirements to the end-user;
      - Exclusion of individuals, entities or countries who are excluded from Federal programs by the General Services Administration (GSA);
      - Exclusion if delinquent on obligations to the U.S. Government or are debarred or suspended from DOD contracts;
      - Exclusion if currently suspended for TSC violations;
      - Exclusion if subject to denial, debarment or other sanctions under public law.
- **DEMIL codes C, D, E, F, G and P:** require demilitarization and must be returned to a DRMO. The State Coordinator must obtain the LESOs approval for equipment returns.
  - LESO will provide turn-in documentation (DD Form 1348-1A). With few exceptions, the State/LEA will be asked to coordinate the turn-in with a local DRMO. The State/LEA informs LESO which DRMO has agreed to accept the turn-in. LESO will then provide turn-in documentation to the accepting DRMO. Upon receipt of the turn-in documentation, the LEA must return the property to the specified DRMO. The DRMO personnel receiving the materials will sign the turn-in document and give the LEA a copy of the signed receipt paperwork. This receipt paperwork must be maintained in the LEA's files and a copy of the



receipt must be forwarded to the State Coordinator for their files. (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII for DEMIL rules).

- **Training:** The State Coordinator, State Points of Contact and LEAs should be trained/familiar with guidance on the following websites:

ABCs of DEMIL

[www.hr.dla.mil/dtc/coursecatalog/PD/abcdmil.htm](http://www.hr.dla.mil/dtc/coursecatalog/PD/abcdmil.htm) (knowledge of demilitarization codes)

DLA Operations

[www.dla.mil](http://www.dla.mil) (DLA handbook)

LESO Operations

[www.dla.mil/j-3/leso](http://www.dla.mil/j-3/leso) (1033 Program/Automation training guides)

DRMS Operations

[www.drms.dla.mil](http://www.drms.dla.mil) (automation requisitioning process/procedures)

## THE STATE WILL:

- a. Receive applications for participation in this program from its law enforcement activities and validate with signature, their law enforcement mission prior to forwarding to LESO for approval as an authorized LEA. Once the approval process is completed and the agency is loaded in the DRMS automated requisitioning system, provide enrolled LEAs with their LEA ID number so they may request materials on-line.
- b. Forward requests to LESO for excess property that is necessary to meet requirements for LEA efforts. Assure the recipient LEA is identified on all requisitions.
- c. Be responsible for the transfer and/or allocation of property to qualified LEAs.
- d. Assure the LEAs agree to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.
- e. Control and maintain accurate records on all property obtained under this plan. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved ATF Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1) and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations

for the program and this property.

- f. Enter into agreements with LEAs to assure they fully comply with the terms, conditions and limitations applicable to property transferred pursuant to this plan/program.
- g. Allow a maximum of four (4) screeners, full-time and/or part-time, sworn and/or non-sworn officers, per LEA performing this duty. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur, or whenever LESO requests an update. A weapons point of contact (POC) fulltime officer must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time.
- h. Assure that all environmentally regulated property is handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.
- i. Assure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. The State and each LEA must comply with all applicable firearm laws and regulations. Report all stolen or unaccounted for weapons to DLA, LESO not later than seven (7) working days after it is discovered. The State Coordinator must provide a weapon POC on all LEA data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. Maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles issued to State/LEA.
- j. Identify to LESO each request that will be used in counterdrug/counterterrorism activities.
- k. Ensure LEAs are aware of their responsibilities in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7). Assist LEAs by providing information, as required, for audit submission. Assist LEAs by identifying which property oversight agency the audit information must be submitted to.
- l. Review and update State Plan of Operation annually (calendar year) or when the Governor-appointed State Coordinator changes or Governor changes. If there are no changes to the State Plan of Operation send a signed letter/email to the LESO indicating that the plan has been reviewed and no changes were necessary.
- m. Ensure all LEAs enrolled in the State 1033 Program maintain a current copy of the State Plan of Operation or MOU.
- n. Conduct periodic reviews of each LEA enrolled in the program, to include physical inventory/spot checks, of property received and any related records. Additionally, ensure LEAs are in compliance with applicable Memorandum of Agreement (MOA)/MOU and/or

the State Plan of Operation. These reviews must be documented and maintained by the State Coordinator for future LESO compliance reviews.

- o. Obtain reconciliation reports from the LESO website and conduct monthly reconciliations on all items received and annual reconciliations for high dollar items (items valued over \$20,000) and Demil B-Q items between the State/LEA and LESO.
- p. Ensure serial/tail numbers are provided to LESO on items such as peacekeepers/armored personnel carriers (APCs), aircraft, night vision goggles (NVGs)/sights and weapons.
- q. Validate and certify LEA inventory reconciliation results electronically and forward them to LESO within 10 working days of the monthly or annual reconciliation process. Maintain a signed copy of all property reconciliation documentation received through the 1033 Program.
- r. Submit requests for property returns (turn-ins to a DRMO) to LESO. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.
- s. Submit disposal, transfer and inventory adjustment requests to LESO.
- t. Contact the LESO in writing not later than 30 calendar days prior, to a State Coordinator change.
- u. All property transfers will cease if no current Governor's letter is on file; the State has not signed the MOA with DLA; the State Coordinator or POC does not validate all property requests and there is no State Plan of Operation on file.

#### **THE LAW ENFORCEMENT AGENCY WILL:**

- a. Submit applications for participation in this program to the State Coordinator for approval. Upon request from the State Coordinator or LESO provide a mission statement.
- b. Submit requests for property (electronically). Provide justification for all requisitions to the State Coordinator.
- c. Agrees to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.
- d. Control and maintain accurate records on all property obtained under this plan. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved ATF Form 10s, Certificate of

Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1) and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.

- e. Comply with the terms, conditions and limitations applicable to property transferred pursuant to this plan/program.
- f. Allow a maximum of four (4) screeners, full-time and/or part-time, sworn and/or non-sworn officers, per LEA performing this duty. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur, or whenever LESO requests an update. A weapons POC fulltime officer must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time. Appoint a Property Accountable Officer responsible for approving/disapproving all property requests and maintaining all accountable records for property received.
- g. Assure that all environmentally regulated property handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.
- h. Assure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. Recipients must comply with all applicable firearm laws and regulations. Report all stolen or unaccounted for weapons to LESO through the State Coordinator not later than seven (7) working days after the incident has occurred. The LEA must provide a weapon POC on all data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. LEA must maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles received.
- i. Identify to LESO each request that will be used in counterdrug/counterterrorism activities.
- j. LEAs enrolled in the State 1033 Program must maintain a copy of the State Plan of Operation or MOU.
- k. LEAs must be aware of their responsibilities under the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7).
- l. Conduct periodic reviews to include physical inventory/spot checks of actual property and related records. Ensure compliance with applicable MOA/MOU and/or the State Plan of Operation.
- m. Obtain reconciliation reports from the State Coordinator and conduct monthly and annual reconciliations. Provide reconciliation results to the State Coordinator.

- n. Ensure serial/tail numbers are provided to the State Coordinator on items such as peacekeepers/APCs, aircraft, NVGs/sights and weapons.
- o. Conduct inventory reconciliations and provide inventory reconciliation results electronically to the State Coordinator within 10 working days of the monthly or annual reconciliation process. Maintain a signed copy of all property reconciliation documentation received through the 1033 Program.
- p. Submit requests for property returns (turn-ins to a DRMO) to the State Coordinator. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.
- q. Submit disposal, transfer and inventory adjustment requests to the State Coordinator.
- r. Contact the State Coordinator, in writing, not later than 30 days prior, when property accountable officer changes.

**TERMINATION CRITERIA:** An LEA may be terminated from the program *either temporarily or permanently* by the State Coordinator for failure to comply with any policy governing the program. A termination notice will be provided via certified mail from the State Coordinator's office.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

---

TONY L. WEST  
COL, TXANG  
Texas 1033 State Coordinator

**AGENCY CHIEF EXECUTIVE OFFICIAL:**

---

Signature

Guadalupe "Lupe" Trevino Hidalgo County Sheriff  
Name / Title

1/7/2009  
Date

[Show Header](#)

[Print](#) [Hide Envelope](#)

From: Foushee, Audrey SGT NGTX [Add to Address Book](#)  
To:  
CC: Kilpatrick, Rondy L. SGT NGTX  
Date: Monday, December 01, 2008 11:09:34 AM  
Subject: Texas 1033 Program - State Plan of Operations (UNCLASSIFIED)

 TX State Plan of Operations Aug2008.doc

Classification: **UNCLASSIFIED**

Caveats: NONE

ALCON –

For the Texas 1033 Program to maintain compliance with Law Enforcement Support Office policies, the attached State Plan of Operations must be signed by each agency's Chief Executive Official (Chief of Police, County Sheriff or Constable).

Please review the attachment and type in the Chief Executive Official's Name and Title on page 9. A signed copy can be fax to (512) 782-5683; ATTN: Texas 1033 Program / SGT Kilpatrick.

All questions regarding this request should be directed to SGT Kilpatrick at (512) 782-5654 or [rondy.kilpatrick@us.army.mil](mailto:rondy.kilpatrick@us.army.mil).

Thank you.

V/r,

*Audrey M. Foushee*  
**Sergeant, TXARNG**  
**Executive Assistant**  
**Joint Counterdrug Task Force**  
**(512) 782-5670 office**  
**(512) 917-8110 cell**  
**(512) 782-5144 fax**  
**[audrey.foushee@us.army.mil](mailto:audrey.foushee@us.army.mil)**

Nothing will work unless you do. Maya Angelou

Classification: **UNCLASSIFIED**

Caveats: NONE

AI-13264

12.A.

**2009 Membership Dues**

**CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Sandra Garcia, RIGHT OF WAY DEPT.  
**Submitted For:** Joe Pena  
**Department:** RIGHT OF WAY DEPT.  
**Agenda Category:** Right of Way

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**Information**

**CAPTION**

Requesting approval to renew 2009 membership dues to the International Right of Way Association in the amount of \$2,365.00 (req. # 146528)

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2009  
**FUNDS AVAILABLE Y/N?:** Y

**ACCT. #:** 9-1200-431-00-260-001-0-810  
**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is \$7,500.00 as of 1/8/09.

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**Attachments**

Link: [Invoice IRWA Membership Dues](#)

Link: [Affidavits Membership](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Veronica Lopez | 01/08/2009 07:59 AM | APRV   |
| 2         | Dale Kennan           | Dale Kennan    | 01/08/2009 09:22 AM | APRV   |
| 3         | Auditor's Office      | Linda Fong     | 01/08/2009 10:10 AM | APRV   |
| 4         | Purchasing Department | Marty Salazar  | 01/08/2009 10:59 AM | APRV   |

Form Started By: Sandra Garcia  
Started On: 01/07/2009 03:57 PM  
Final Approval Date: 01/08/2009

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INTERNATIONAL RIGHT OF WAY ASSOCIATION

International Right of Way  
Association (PO)  
PO BOX 51716  
Los Angeles, CA 90051-6016

**INVOICE**

Invoice # **HIDCOROW-09**

Invoice Date: **11/24/2008**

HIDALGO COUNTY RIGHT OF WAY  
509 E. EARLING ROAD  
SAN JUAN, TEXAS 78589

| DESCRIPTION            | QUANTITY | PRICE    | DISCOUNT | AMOUNT     |
|------------------------|----------|----------|----------|------------|
| CHAPTER 39A DUES       |          |          |          |            |
| Regular Membership- US | 11       | \$195.00 | 0.00     | \$2,145.00 |
| Membership Fee         | 11       | \$20.00  | 0.00     | \$220.00   |

**CUSTOMER NUMBER**

JOSE N. PENA 7893610  
SANDRA GARCIA 7895580  
REBECCA GOMEZ 7895587  
J. BENITO RODRIGUEZ 7895581  
A. ROY GONZALES 7895582  
JAIME SALINAS 7895584

DANIEL GUZMAN 7895585  
GUADALUPE RODRIGUEZ 7895586  
EDUARDO GONZALEZ 7895588  
ROBERTO VILLARREAL 7896475  
RICARDO DEANDA 7898511

P.O. # \_\_\_\_\_

Please support your Education Foundation, If you wish to donate \$15.00 (US)  
to the Right of Way International Education Foundation (RWIEF), please  
include the amount in the total "Amount Remitted" line.

Invoice Total \$ 2,365.00  
Taxes 0.00  
Amount Paid 0.00  
**PLEASE PAY \$ 2,365.00**

ACCT. # 8 -1200-431-00-260-001-0-810 PLEASE DETACH AND REMIT WITH YOUR PAYMENT

INVOICE NO: **HIDCOROW-09**

HIDALGO COUNTY RIGHT OF WAY  
509 E. Earling Road  
San Juan, Texas 78589

INVOICE RECEIVED BY:

Rg on 12/1/8  
GOODS/SERVICES RECEIVED BY:  
Robert D. on 12/1/8

**SELECT PAYMENT METHOD**

- Check Enclosed

Card Provider \_\_\_\_\_ Exp Date \_\_\_\_/\_\_\_\_

Card No. \_\_\_\_\_

Card Holders Name: \_\_\_\_\_

Card Holders Signature: \_\_\_\_\_

Remit Payment to:

**International Right of Way Association (PO)**

P.O. Box 51716 Los Angeles, California 90051-6016

Total Due: \$2,365.00

Amount Remitted: \_\_\_\_\_



TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS  
COUNTY OF HIDALGO

I, Ricardo Deanda do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

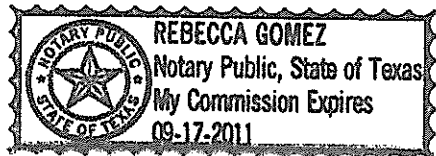
Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Ricardo Deanda  
Right of Way Agent

Date: 12-5-08

Before me Rebecca Gomez, a Notary Public, appeared Ricardo Deanda and on his/her oath deposed and stated the facts as set forth in the above affidavit to be true and correct in every respect.



Rebecca Gomez  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS  
COUNTY OF HIDALGO

I, Rebecca Gomez do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 12-5-08

Before me Sandra Garcia, a Notary Public, appeared Rebecca Gomez and on his/her oath deposed and stated the facts as set forth in the above affidavit to be true and correct in every respect.



[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS  
COUNTY OF HIDALGO

I, ROY GONZALES do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

Signature:

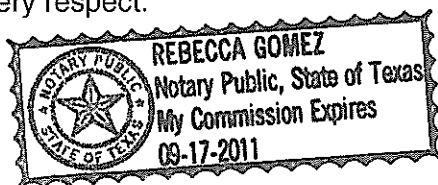
Roy Gonzales  
Right of Way Agent

Date:

12/5/08

Title:

Before me Rebecca Gomez, a Notary Public, appeared Roy Gonzales and on his/her oath deposed and stated the facts as set forth in the above affidavit to be true and correct in every respect.



Rebecca Gomez  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS  
COUNTY OF HIDALGO

I, Eduardo Z. Gonzalez do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

Signature:

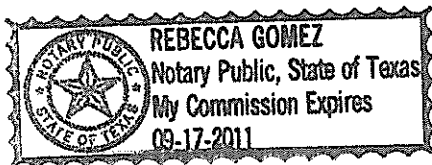
E. Z. Gonzalez  
Right of Way Agent

Date:

12/05/08

Title:

Before me Rebecca Gomez, a Notary Public, appeared Eduardo Z. Gonzalez and on his/her oath depose and stated the facts as set forth in the above affidavit to be true and correct in every respect.



Rebecca Gomez  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS  
COUNTY OF HIDALGO

I, Daniel A. Guzman do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

Signature: \_\_\_\_\_

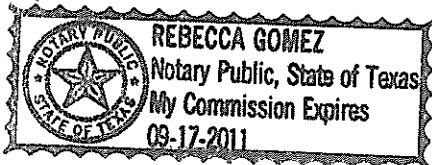
Title: \_\_\_\_\_

Daniel A. Guzman  
Right of Way Agent

Date: \_\_\_\_\_

12/5/08

Before me Rebecca Gomez, a Notary Public, appeared Daniel A. Guzman and on his/her oath deposed and stated the facts as set forth in the above affidavit to be true and correct in every respect.



Rebecca Gomez  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS  
COUNTY OF HIDALGO

I, Jose N. Peña do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 12-5-8

Before me Rebecca Gomez, a Notary Public, appeared Jose N. Peña and on his/her oath deposed and stated the facts as set forth in the above affidavit to be true and correct in every respect.

Rebecca Gomez  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

|                                                                                               |
|-----------------------------------------------------------------------------------------------|
| AUTHORITY TO OBTAIN AFFIDAVIT LGC §113.064(B)<br>AUTHORITY TO PAY MEMBERSHIP DUES LGC §89.002 |
|-----------------------------------------------------------------------------------------------|

TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS  
COUNTY OF HIDALGO

I, Guadalupe Rodriguez, do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

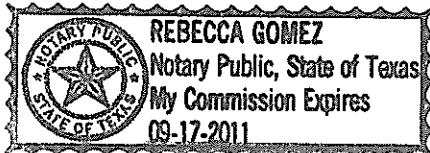
Signature:

Guadalupe Rodriguez  
Title: Row Agent

Date:

12/5/08

Before me Rebecca Gomez a Notary Public, appeared Guadalupe Rodriguez and on his/her oath deposed and stated the facts as set forth in the above affidavit to be true and correct in every respect.



Rebecca Gomez  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS  
COUNTY OF HIDALGO

I, Jose Benito Rodriguez do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

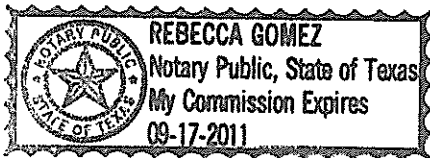
Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Right of Way Agent

Date: 12-5-2008

Before me Rebecca Gomez, a Notary Public, appeared J. Benito Rodriguez and on his/her oath deposed and stated the facts as set forth in the above affidavit to be true and correct in every respect.



Rebecca Gomez  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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



TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS  
COUNTY OF HIDALGO

I, Jaime Salinas do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

Signature: \_\_\_\_\_

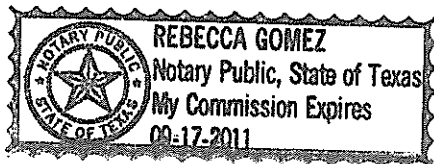
Title: \_\_\_\_\_

Jaime Salinas  
R.ight of Way Agent

Date: \_\_\_\_\_

12/5/08

Before me Rebecca Gomez, a Notary Public, appeared Jaime Salinas and on his/her oath deposed and stated the facts as set forth in the above affidavit to be true and correct in every respect.



Rebecca Gomez  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS  
COUNTY OF HIDALGO

I, Roberto Villarreal hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

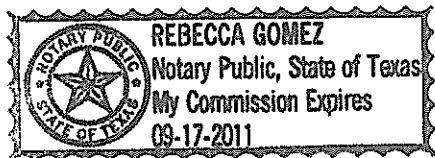
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 12/5/08

Before me Rebecca Gomez, a Notary Public, appeared Roberto Villarreal and on his/her oath deposed and stated the facts as set forth in the above affidavit to be true and correct in every respect.



Rebecca Gomez  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

AI-13265

12.B.

Open Cut - Mile 12 / Rojas Street

CC REGULAR

**Date:** 01/13/2009  
**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. Authorization for discussion and/or approval to open cut Rojas Street approximately 500' east of "I" Road - Locate and install a 2" waterline - North Alamo Water Supply.
2. Authorization for discussion and/or approval to open cut Mile 12 Road approximately 30' North of the centerline. Install a 12" waterline for the proposed Winston Commercial Plaza Subdivision - North Alamo Water Supply.

**BACKGROUND**

---

**Fiscal Impact**

|                                                        |                                    |
|--------------------------------------------------------|------------------------------------|
| <b><u>FISCAL YEAR:</u></b>                             | <b><u>ACCT. #:</u></b>             |
| <b><u>FUNDS AVAILABLE Y/N?:</u></b>                    | <b><u>MATCHING FUNDS Y/N?:</u></b> |
| <b><u>BUDGETARY IMPACT:</u></b><br>No budgetary Impact |                                    |

---

**Attachments**

Link: [CCM 1-13 Open Cut 1](#)

Link: [CCM 1-13 Open Cut 2](#)

Link: [Pavement Cut Repair](#)

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**Form Routing/Status**

| Route Seq                       | Inbox               | Approved By    | Date                            | Status |
|---------------------------------|---------------------|----------------|---------------------------------|--------|
| 1                               | Budget & Management | Veronica Lopez | 01/08/2009 07:59 AM             | APRV   |
| 2                               | Dale Kennan         | Dale Kennan    | 01/08/2009 04:04 PM             | APRV   |
| 3                               | Auditor's Office    |                | 01/09/2009 05:30 PM             | NEW    |
| Form Started By: Sandra Garcia  |                     |                | Started On: 01/07/2009 04:07 PM |        |
| Final Approval Date: 01/09/2009 |                     |                |                                 |        |

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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 \_\_\_\_\_ day of \_\_\_\_\_, 2009 does by these presents **GRANT, GIVE AND RELINQUISH TO: 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 12 inch water/gas/ sewer/ irrigation line; said line to be constructed of **C900 DR 25** 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:**

40 L.F. OF PROPOSED 12" PVC WATERLINE CROSSING A 40.0 FOOT COUNTY ROAD (STA. 15+58) 30.0 FEET NORTH OF THE CENTERLINE MILE 12 NORTH ROAD WITH AN OPEN CUT 20"x3/8"x30.0 L.F. STEEL CASING CENTERED ON SAID COUNTY ROAD.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a **40 L.F. OF C900 DR25 12" WATERLINE** 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. Notwithstanding 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 covenants, 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 entirety the covenants, 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 aforescribed 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 \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER, PRECINCT NO. 1

\_\_\_\_\_  
COMMISSIONER, PRECINCT NO. 2

\_\_\_\_\_  
COMMISSIONER, PRECINCT NO. 3

\_\_\_\_\_  
COMMISSIONER, PRECINCT NO. 4

NOELIA ESCAMILLA of Permittee, NORTH ALAMO WATER SUPPLY CORPORATION  
(Printed Name of Agent) (Company Name)  
420 S. DOLITTLE RD., EDINBURG, TEXAS 78539 P: (956) 383-1618, F: (956) 383- 1372  
(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 assigns.

WITNESS my hand this the 31<sup>st</sup> Day of December, 2009.

BY: Noelia Escamilla  
Signature  
PERMIT COORDINATOR clerk  
Title

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, III, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public, State of Texas

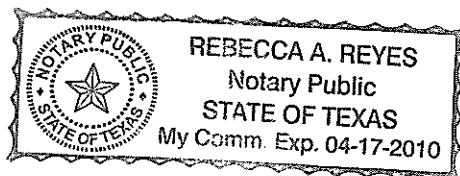
My Commission Expires:

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 NOELIA ESCAMILLA, 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.

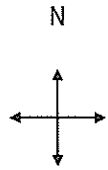
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31<sup>st</sup> day of December, 2008.



Rebecca A Reyes  
Notary Public, State of Texas

My Commission Expires:

# SKETCH OF LOCATION



**SEE ATTACHED DRAWING PAGE 3 OF 25 (EXHIBIT A-2)**



WEST AND ADAMS

BLOCK 147  
LOT 16

PROP. WINSTON  
COMMERCIAL PLAZA SUBD.

LOT 5

THE HIGHLAND

SEE SECTION "A"  
SHEET 12 OF 25

PROP. 12" PVC WATERLINE

EXIST. 15.0" N.A.W.S.C. ESMT.  
(VOL. 1785, PG. 350 H.C.D.R.)

STA. 10+58.30 LEFT  
INSTALL 1"-40' ELBOW  
W/ODC. THURST BLOCK  
AND 180°-A-1005

SEE EXHIBIT  
A-2

FT. 266

FT. 265  
LOT 1

MILE 14 WEST ROAD

SEE EXHIBIT  
A-1

WEST AND ADAMS

MILE 12 N

BLOCK 130  
FT. 326

WEST AND ADAMS

FRONTERA HEIGHTS  
EAST

FT. 332

SEE EXHIBIT  
A-3

PEARL E. MILLER  
(VOL. 708 PG. 587 H.C.)  
FT. 110

MATCH LINE STA. 32+00

LOT 2

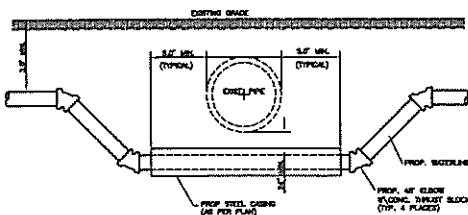
FT. 275

LOT 2

FT. 1

BLOCK 131

WEST AND ADAMS TR



WATERLINE - IRRIGATION / STORM DRAINAGE ADJUSTMENT

THE CONTRACTOR SHALL HAVE THE CHOICE OF SOUND OVER OR UNDER THE EXISTING PIPE  
AS LONG AS A MINIMUM OF 12" OF COVER IS MAINTAINED AND A 24" VERTICAL CLEARANCE  
BETWEEN THE EXISTING PIPE AND WATERLINE. THE COVER MUST BE MAINTAINED ON

MILE 12 N

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 13<sup>th</sup> day of Jan, 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 2" 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 500' East of "I" Rd on the North Side of Rojas St. – Need to break pavement to locate water line – Reyundo Ramirez (3/4" Service Connection)**

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a water 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. Notwithstanding 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 covenants, 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 entirety the covenants, 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 aforescribed 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 13<sup>th</sup> Day of January, 2008.

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER, PRECINCT NO. 1

\_\_\_\_\_  
COMMISSIONER, PRECINCT NO. 2

\_\_\_\_\_  
COMMISSIONER, PRECINCT NO. 3

\_\_\_\_\_  
COMMISSIONER, PRECINCT NO. 4

Rebecca A. Reyes 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 30th Day of December, 2008.

BY: Rebecca A Reyes  
Signature

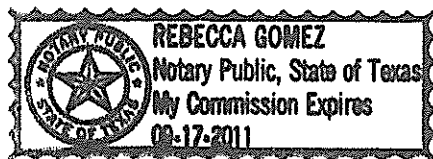
\_\_\_\_\_  
Clerk  
Title

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 30<sup>th</sup> day of Dec., 2008.



Rebecca Gomez  
Notary Public, State of Texas

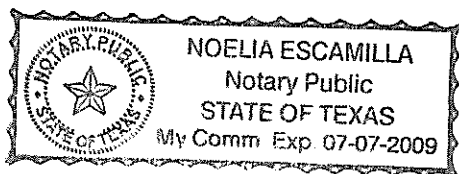
My Commission Expires:

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 Rebecca A. Reyes, 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 30th day of December, 2008.



Noelia Escamilla  
Notary Public, State of Texas

My Commission Expires: 7-7-2009

**\*\*COLOQUE UNA ESTACA EN LA LOCALIDAD CON SU NOMBRE EN LA ESTACA\*\***

La estaca debe tener tres (3) pies de alto.

Haga un mapa que muestre la localidad.

Reymundo  
Ramirez

NORTE

OESTE

ESTE

Rojas St

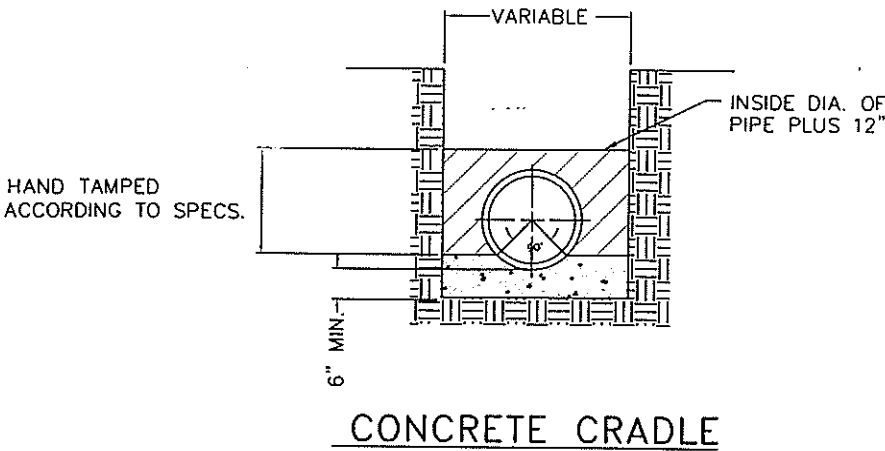
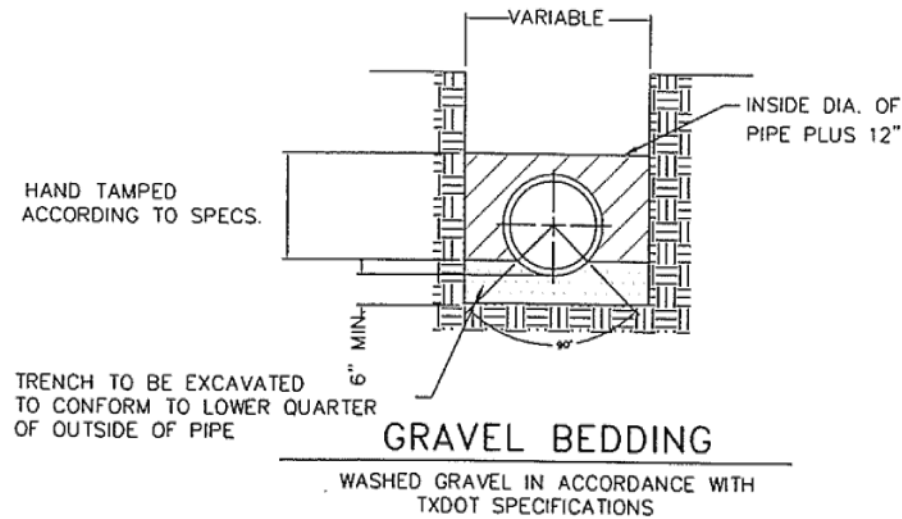
Irda

SUR

## PAVEMENT CUT REPAIR

- 1 PERMITTEE SHALL PROVIDE ADEQUATE TRAFFIC CONTROL SIGNS AND PERSONNEL AS REQUIRED BY THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- 2 LINE AND GRADE SHALL BE STAKED BY PERMITTEE 24 HOURS IN ADVANCE OF CONSTRUCTION FOR COUNTY INSPECTION OF OTHER AFFECTED UTILITIES.
- 3 ALL BACKFILL SHALL BE PERFORMED IN 8 INCH LOOSE LAYERS COMPACTED TO 95% STANDARD PROCTOR DENSITY. 3% CEMENT STABILIZED BACKFILL SHALL BE PLACED FROM 18 INCHES BELOW FINISHED GRADE TO TOP OF SUBGRADE. TESTING OF BACKFILL MATERIAL AND COMPACTION SHALL BE THE RESPONSIBILITY OF THE PERMITTEE. TESTING RESULTS SHALL BE PROVIDED TO THE HIDALGO COUNTY PLANNING DEPARTMENT AND/OR HIDALGO COUNTY ROW DEPARTMENT BEFORE THE COVERING OF THE TRENCH. IF COMPACTION FAILS, THEN PERMITTEE SHALL REMOVE BACKFILL MATERIAL AND REINSTALL IN SAID 8 INCH LIFTS AND RE-COMPACT TO MEET SAID COMPACTION SPECIFICATIONS.
- 4 THE PAVING STRUCTURE SHALL BE REPLACED WITH A 2 INCH HMAC AND 8 INCH BASE.
- 5 ALL PAVING CUTS SHALL BE IN STRAIGHT LINES AND THE EDGES EITHER CUT OR BROKEN IN UNIFORM SQUARE EDGES.
- 6 THE PATCH ON ASPHALT STREETS SHALL EXTEND A MINIMUM OF 36 INCHES ON EITHER SIDE OF THE TRENCH CONCRETE STREETS SHALL HAVE AN EXPANSION JOINT WHERE NEW CONCRETE ABUTS OLD.
- 7 ANY FUTURE SETTLEMENT SHALL BE REPAIRED BY THE PERMITTEE FOR A PERIOD OF ONE YEAR.
- 8 ANY SHRUBBERY, DOMESTIC PLANTS OR GRASS REMOVED DURING CONSTRUCTION SHALL BE REPLANTED AND MAINTAINED BY QUALIFIED PERSONNEL FOR 3 MONTHS.
- 9 ANY EXISTING SIGNS SHALL BE REMOVED AND REINSTALLED BY THE PERMITTEE ONLY UNDER THE SUPERVISION OF THE HIDALGO COUNTY ROW AND/OR THE PLANNING DEPARTMENT.
- 10 THE ISSUANCE OF THE PERMIT GRANTS PERMISSION TO WORK WITHIN COUNTY ROW FOR THE PURPOSE OF LAYING THE PROPOSED FACILITY, BUT DOES NOT GUARANTEE A ROUTE FREE OF OBSTRUCTIONS SUCH AS UTILITY LINES WHETHER PRIVATELY OR COMMERCIALY OWNED IN ORDER TO PREVENT DAMAGE TO THESE UTILITY LINES IT IS THE PERMITTEE'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES OR PRIVATE OWNERS FOR THE EXACT LOCATIONS OF ANY FACILITIES THAT MAY BE IN THE PATH OF THE PROPOSED WORK.
- 11 THE ROW MUST BE CLEARED OF TRASH AND EXCESS DIRT AND LEFT IN A NEAT, CLEAN CONDITION UPON COMPLETION OF THE INSTALLATION.
- 12 IN CROSSING, THE TOP OF THE UTILITY LINE SHALL BE A MINIMUM OF 2 FEET BELOW GRADE LINE IN DITCHES OR A MINIMUM OF 4 FEET BELOW THE

PAVEMENT EDGE. WHICHEVER IS GREATER. IN CURB AND GUTTER SECTION YOUR LINE SHALL BE COVERED A MINIMUM OF 2.5 FEET BELOW THE FLOW LINE OF THE GUTTER WHERE THE BORING METHOD IS REQUIRED BY THE COUNTY, OVER CUTTING IN EXCESS OF 1 INCH DIAMETER SHALL BE REMEDIED BY PRESSURE GROUTING THE ENTIRE INSTALLATION.





AI-13211

13.A.

**Membership Dues**

**CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Becky Morales, AUDITOR'S OFFICE  
**Submitted For:** Ray Eufracio  
**Department:** AUDITOR'S OFFICE  
**Agenda Category:** Auditor's Office

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**Information**

**CAPTION**

Requesting approval to pay 2009 membership dues to the Texas Association of County Auditors in the amount of \$405.00

**BACKGROUND**

The purpose of the Texas Association of County Auditors is to support the membership by providing education and resources to assist in the performance of their official duties in an independent, professional and innovative manner, therefore enhancing efficient and effective County government.

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**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1100-415-21-170-001-0-810  
**FUNDS AVAILABLE Y/N?:** Yes              **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Available balance as of 01/06/09 is \$4,000.00.

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**Attachments**

Link: [affadavits](#)

Link: [invoice](#)

Link: [AFFIDAVIT](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Veronica Lopez | 01/07/2009 10:03 AM | APRV   |
| 2         | Veronica Lopez        | Veronica Lopez | 01/07/2009 02:06 PM | APRV   |
| 3         | Auditor's Office      | Linda Fong     | 01/07/2009 05:20 PM | APRV   |
| 4         | Purchasing Department | Marty Salazar  | 01/08/2009 10:58 AM | APRV   |

Form Started By: Becky Morales                      Started On: 01/06/2009 02:52 PM  
Final Approval Date: 01/08/2009

---

**TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Linda C. Fong, do hereby state that my membership in the Texas Association of County Auditors on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

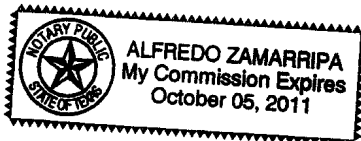
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association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

SIGNATURE: *Linda Fong*  
TITLE: First Assistant County Auditor

DATE: 1-6-09

Before me ALFREDO ZAMARRIPA, a Notary Public, appeared Linda C. Fong, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



*Alfredo Zamarripa*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

**TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Arcilia B. Duran, do hereby state that my membership in the Texas Association of County Auditors on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: \_\_\_\_\_

Arcilia B. Duran  
Director of Audit Division

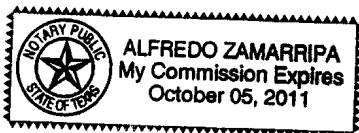
DATE: \_\_\_\_\_

1/6/09

TITLE: \_\_\_\_\_

Before me ALFREDO ZAMARRIPA, a Notary Public, appeared Arcilia B. Duran, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Alfredo Zamarripa  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)

AUTHORITY TO PAY MEMBERSHIP DUES: LGC § 89.002

**TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Marcela Luna, do hereby state that my membership in the Texas Association of County Auditors on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

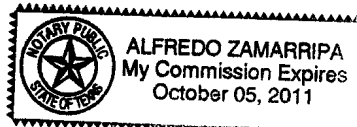
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association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

SIGNATURE: Marcela Luna  
TITLE: Director of Accounting Division

DATE: 1/6/09

Before me ALFREDO ZAMARRIPA, a Notary Public, appeared Marcela Luna, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Alfredo Zamarripa  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

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

**TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Angelica M. Tapia, do hereby state that my membership in the Texas Association of County Auditors on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

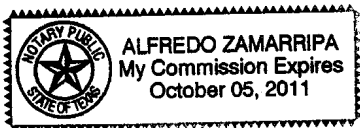
SIGNATURE: Angelica M. Tapia

DATE: 1/6/09

TITLE: Financial Accounting Supervisor

Before me ALFREDO ZAMARRIPA, a Notary Public, appeared Angelica M. Tapia, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Alfredo Zamarripa  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)

AUTHORITY TO PAY MEMBERSHIP DUES: LGC § 89.002

**TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Yvonne Torres, do hereby state that my membership in the Texas Association of County Auditors on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

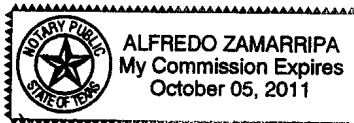
SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Internal Auditor III

DATE: 1/6/09

Before me ALFREDO ZAMARRIPA, a Notary Public, appeared Yvonne Torres, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)

AUTHORITY TO PAY MEMBERSHIP DUES: LGC § 89.002

**TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Leticia Chavez, do hereby state that my membership in the Texas Association of County Auditors on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: \_\_\_\_\_

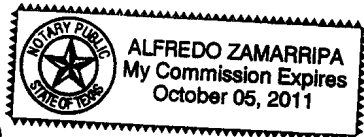
DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Internal Auditor III

Before me ALFREDO ZAMARRIPA, a Notary Public, appeared Leticia Chavez, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)

AUTHORITY TO PAY MEMBERSHIP DUES: LGC § 89.002



## LEON COUNTY AUDITOR'S OFFICE

*Susan Pugh, Auditor*

P.O. Box 898, 113 West Main Street, Centerville, Texas 75833 903/536-2709 903/536-5801-FAX

December 16, 2008

Dear Fellow Auditor:

It's that time of year again and TACA needs your help! Please find enclosed three forms for your quick review and immediate action.

**TACA Annual Dues Statement:** Please complete this form, attach your dues check and mail them to Ellen Friar, Ward County Auditor at 400 S. Allen St, Suite 300, Monahans, Texas 79756.

**Verification Form:** Please verify and/or correct the information listed so that we may update our membership database. Also, please note the new dues structure provides for membership of assistant auditors in your base dues, based on your county's population so please feel free to add assistant auditor names.

**Questionnaire Form:** Please complete the survey and let your organization know how we are doing.

Return the Verification Form and the Questionnaire Form to Susan Pugh, Leon County Auditor at P O Box 898, Centerville, Texas 75833. Also, if we do not have your picture for the directory or if you would like to update your picture, please email your picture to me at [susan.pugh@co.leon.tx.us](mailto:susan.pugh@co.leon.tx.us) to be included in this year's directory.

The institute is right around the corner so we need to hear from you as soon as possible. Don't forget to sign your Assistant Auditor's up! As always, your Board is here for you.....

In God we trust, all others we audit,

Susan Pugh  
Leon County Auditor

Enclosures





# Texas Association of County Auditors

"CeJebtatiJ'tg 100 Years of Public SeNice n"



## 2008-2009 ANNUAL DUES STATEMENT

December 12, 2008

The Texas Association of County Auditors requests your financial support through the payment of annual dues, our main source of income. It is vitally important that all County Auditors, Assistant County Auditors, and Special Members join.

The 2008-2009 Dues are:

| <u>County Population:</u> |     | <u>Includes:</u>                                 |
|---------------------------|-----|--------------------------------------------------|
| Under 10,000              | 115 | Auditor                                          |
| 10,000-25,000             | 165 | Auditor plus one Assistant Auditor               |
| 25,001-100,000            | 215 | Auditor plus two Assistant Auditors              |
| 100,001-250,000           | 265 | Auditor plus three Assistant Auditors            |
| > 250,000                 | 315 | Auditor plus four Assistant Auditors             |
| TACA Pin                  | 6   | (Complimentary Pin for Newly Appointed Auditors) |
| Special Members           | 100 |                                                  |

Your dues help support the following activities:

- County Auditors' Institute
- Annual Fall County Auditors' Conference
- New County Auditors & Assistants Seminar
- Legislative Consultant
- TACA Directory
- Audit Guide/Auditors Handbook
- "Comments" Newsletter
- TACA Website

County: Hidalgo County

| Description                                                              | Population!<br>Units | Unit Price            | Total    |
|--------------------------------------------------------------------------|----------------------|-----------------------|----------|
| 2008-2009 DUES                                                           |                      | SEE ABOVE<br>\$315.00 | \$315.00 |
| ADDITIONAL ASSISTANT AUDITORS                                            | 2                    | \$45.00               | \$ 90.00 |
| TACA PIN                                                                 |                      | \$6.00                | N/A      |
| SPECIAL MEMBER                                                           |                      | \$100.00              | N/A      |
| * Please provide names on enclosed Member Information Verification Form. |                      | Balance Due           | \$405.00 |

**Due Date: January 31, 2009**

TACA By-Laws, Article VIII-Dues (Amended October, 2007)  
Annual dues shall become payable not later than January 31st of each year.

**Remit Payment to:**

Ellen Friar  
Texas Association of County Auditors  
400 S. Allen, Suite 300  
Monahans, TX 79756

**Return Forms to:**

Susan Pugh  
Texas Association of County Auditors  
P.O. Box 898  
Centerville, TX 75833

**TACA USE ONLY:**

Date Received: \_\_\_\_\_  
Check Number: \_\_\_\_\_  
Amount Due: \$ \_\_\_\_\_  
Amount Enclosed: \$ \_\_\_\_\_  
Initials: \_\_\_\_\_



# Texas Association of County Auditors

"Celebrating 100 Years of Public Service"



## Member Information Verification/Change Form

County: HIDALGO

Member: Ray Eufracio

~~PO Box 689~~ 2808 S. Business Hwy 281

Edinburg, TX ~~78540-0689~~  
78539-6243

The following data is on file with  
TACA for your County. Please  
verify this information and make  
any necessary changes.

TACA Info As Of : 12/15/2008

Member ID 116

### Return Form To:

Susan Pugh  
Texas Association of County Auditors  
P.O. Box 898  
Centerville, Texas 75833  
(903) 536-2709

### Current Member Data

|                       |                                     |
|-----------------------|-------------------------------------|
| Work Phone:           | (956) 318-2511                      |
| Email:                | ray.eufracio@auditor.co.hidalgo.tx. |
| First Assist:         | Linda C. Fong                       |
| First Assist Email:   | linda.fong@auditor.co.hidalgo.tx.us |
| Memberships:          |                                     |
| Spouse:               |                                     |
| Number of Assistants: | <del>40</del>                       |
| Fax:                  | (956) 318-2577                      |
| Date Appointed:       | 2/7/2005                            |
| Home Address:         |                                     |
| Birth Date:           | 06/07                               |
| Home Phone:           |                                     |

### Indicate Changes Here

|                       |    |
|-----------------------|----|
| Work Phone:           |    |
| Email:                |    |
| First Assist:         |    |
| First Assist Email:   |    |
| Memberships:          |    |
| Spouse:               |    |
| Number of Assistants: | 44 |
| Fax:                  |    |
| Date Appointed:       |    |
| Home Address:         |    |
| Birth Date:           |    |
| Home Phone:           |    |

# COPY



# Texas Association of County Auditors

"Celebrating 100 Years of Public Service"



## Member Information Verification/Change Form

Current Member Data

Indicate Changes Here

**Assistant Auditor(s)**

|              |                                  |
|--------------|----------------------------------|
| 1st Assist.  | <del>— NONE —</del>              |
| 2nd Assist.  | <del>— Linda C. Fong —</del>     |
| 3rd Assist.  | <del>— Reyes Cortez —</del>      |
| 4th Assist.  | <del>— Arcilia B. Duran —</del>  |
| 5th Assist.  | <del>— Marcela Morales —</del>   |
| 6th Assist.  | <del>— Julio C. Espinosa —</del> |
| 7th Assist.  |                                  |
| 8th Assist.  |                                  |
| 9th Assist.  |                                  |
| 10th Assist. |                                  |

|              |                          |
|--------------|--------------------------|
| 1st Assist.  | <u>Linda C. Fong</u>     |
| 2nd Assist.  | <u>Arcilia B. Duran</u>  |
| 3rd Assist.  | <u>Marcela Luna</u>      |
| 4th Assist.  | <u>Angelica M. Tapia</u> |
| 5th Assist.  | <u>Yvonne Torres</u>     |
| 6th Assist.  | <u>Leticia Chavez</u>    |
| 7th Assist.  |                          |
| 8th Assist.  |                          |
| 9th Assist.  |                          |
| 10th Assist. |                          |

Please verify the information above. If there are any changes that are needed please make the changes on this form and return this form to the return address indicated on the previous page.



## Texas Association of County Auditors

*"Celebrating 100 Years of Public Service"*



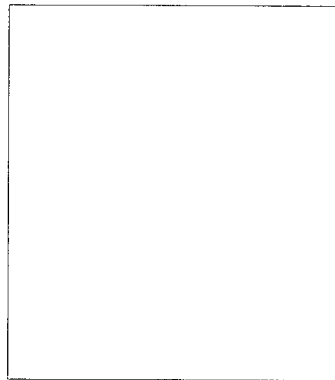
### Member Information Verification/Change Form

#### TACA DIRECTORY – PICTURE VERIFICATION

**Member:** Ray Eufracio

**County:** HIDALGO

We are in the process of updating our records relative to the photographs that we have on file of County Auditors for the TACA Directory. If a picture was previously provided to the TACA by your County, you will find it below, if not, mark the appropriate box below and return the form to Susan Pugh, TACA Membership Committee Chair.



- ☐ Picture is correct. No replacement needed.
- ☐ Picture is not correct.
- ☐ Picture is correct, but a replacement is needed.

**Return form to: Susan Pugh**

Texas Association of County Auditors Office  
P.O. Box 898  
Centerville, TX 75833  
(903) 536-2709

Monday, December 15, 2008

**TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Raymundo Eufracio, CPA, do hereby state that my membership in the Texas Association of County Auditors on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
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SIGNATURE: \_\_\_\_\_

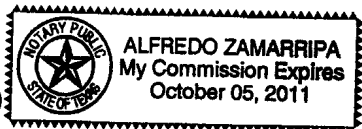
DATE: 1/8/09

TITLE: \_\_\_\_\_

Hidalgo County Auditor

Before me ALFREDO ZAMARRIPA, a Notary Public, appeared Raymundo Eufracio, CPA, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Alfredo Zamarripa  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)

AUTHORITY TO PAY MEMBERSHIP DUES: LGC § 89.002

AI-13224

14.A.

**Border Colonia Access Program Round III Revenue appropriation for substituted projects Pct. 1 and Pct. 3**

**CC REGULAR**

**Date:** 01/13/2009

**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM

**Submitted For:** Agapito Vargas

**Department:** COLONIA ACCESS PROGRAM

**Agenda Category:** Colonia Access Program

**Purchasing only:** CAP

---

**Information**

**CAPTION**

Border Colonia Access Program Round III:

1. Approval of 2009 interdepartmental transfer within BCAP- Pct. 1, from Indian Hills (prog 932) to Brenda Gay (120), Chapa #2 (958), Colonia Boyce (958), L&P (362), Los Castillos Estates (423), Mary Ann (895), Colonia Saenz (181) and Valley View Estates (779) in the total amount of \$1,247,496.51 for Border Colonia Access Program projects for Precinct #1.

2. 1. Approval of 2009 interdepartmental transfer within BCAP- Pct. 3, from Blue Star Enterprises #2 (prog 111), Havana Lomas #4 (310), Havana Lomas #5 (311), Jardin Terrace (348), Ramirez Subdivision (587), Ramirez Subdivision #2 (588), Ramirez Subdivision #3 (589), Randolph Barnett #1 (600), and Regal Estates (606) to Loma Linda Heights (421) and Casa De Los Vecinos (141) in the total amount of \$1, 188,994.62 for Border Colonia Access Program projects for Precinct #3.

**BACKGROUND**

This is a funding item for AI 13095 approved by CC 01/06/2009.  
Liquidation of PO's required.

---

**Fiscal Impact**

**FISCAL YEAR:** 8

**ACCT. #:** 8-1312-431-00-XXX-XXX-X-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

---

**Attachments**

Link: Pct 1 BCAP Interdepartmental

Link: Pct 3 BCAP Interdepartmental

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**Form Routing/Status**

| Route Seq | Inbox       | Approved By | Date                | Status |
|-----------|-------------|-------------|---------------------|--------|
| 1         | Ana Galvan  | Anna Galvan | 01/09/2009 02:31 PM | APRV   |
| 2         | Dale Kennan | Dale Kennan | 01/09/2009 05:25 PM | APRV   |
| -         | -           | -           | -                   | -      |

3

Laura Moya

01/09/2009 05:30 PM NEW

Form Started By: Marcie

Started On: 01/06/2009 04:12

Jackson

PM

Final Approval Date: 01/09/2009

---

DATE: January 9, 2009

2009  
Transfer



DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for  
BCAP-Precinct 1 (1312)

ACCOUNT NUMBER: 8-1312-431-00-121-XXX-0-XXX

Contact: Dale Kennan Ph#: 292-7025 Ext. 5406

SUBJECT: Interdepartmental 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 Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| ACCOUNT NUMBER              | ACCOUNT NAME                                        | INCREASE (DECREASE)<br>AMOUNT |
|-----------------------------|-----------------------------------------------------|-------------------------------|
| 9-1312-431-00-121-932-0-312 | INDIAN HILLS EAST-INDIRECT COST                     | \$ (50,408.76)                |
| 9-1312-431-00-121-932-0-334 | INDIAN HILLS EAST-ENG & ARCH SRV                    | \$ (100,890.90)               |
| 9-1312-431-00-121-932-0-339 | INDIAN HILLS EAST-OTHER PROF SRV                    | \$ (32,101.65)                |
| 9-1312-431-00-121-932-0-734 | INDIAN HILLS EAST-SUBDIVISION STREETS               | \$ (917,190.00)               |
| 9-1312-431-00-121-932-0-899 | INDIAN HILLS EAST-CONTINGENCY                       | \$ (146,905.20)               |
| 9-1312-431-00-121-120-0-312 | Pct. 1 - Brenda Gay-Administration                  | \$ 916.30                     |
| 9-1312-431-00-121-120-0-334 | Pct. 1 - Brenda Gay-Eng & Arch Services             | \$ 8,802.91                   |
| 9-1312-431-00-121-120-0-339 | Pct. 1 - Brenda Gay-Other Prof. Services            | \$ 2,800.93                   |
| 9-1312-431-00-121-120-0-734 | Pct. 1 - Brenda Gay-Subdivision Streets             | \$ 69,226.50                  |
| 9-1312-431-00-121-120-0-733 | Pct. 1 - Brenda Gay-Drainage Ditches                | \$ 10,800.00                  |
| 9-1312-431-00-121-120-0-899 | Pct. 1 - Brenda Gay-Contingency                     | \$ 17,409.77                  |
| 9-1312-431-00-121-958-0-312 | Pct. 1 - Chapa #2 -Administration                   | \$ 2,858.90                   |
| 9-1312-431-00-121-958-0-334 | Pct. 1 - Chapa #2 -Eng & Arch Services              | \$ 27,465.46                  |
| 9-1312-431-00-121-958-0-339 | Pct. 1 - Chapa #2 -Other Prof. Services             | \$ 8,739.01                   |
| 9-1312-431-00-121-958-0-734 | Pct. 1 - Chapa #2 -Subdivision Streets              | \$ 181,286.00                 |
| 9-1312-431-00-121-958-0-733 | Pct. 1 - Chapa #2 -Drainage Ditches                 | \$ 68,400.00                  |
| 9-1312-431-00-121-958-0-899 | Pct. 1 - Chapa #2 -Contingency                      | \$ 54,319.19                  |
| 9-1312-431-00-121-232-0-312 | Pct. 1 - Colonia Boyce-Administration               | \$ 1,121.23                   |
| 9-1312-431-00-121-232-0-334 | Pct. 1 - Colonia Boyce-Eng & Arch Services          | \$ 10,771.64                  |
| 9-1312-431-00-121-232-0-339 | Pct. 1 - Colonia Boyce-Other Prof. Services         | \$ 3,427.34                   |
| 9-1312-431-00-121-232-0-734 | Pct. 1 - Colonia Boyce-Subdivision Streets          | \$ 97,924.00                  |
| 9-1312-431-00-121-232-0-899 | Pct. 1 - Colonia Boyce-Contingency                  | \$ 21,303.37                  |
| 9-1312-431-00-121-362-0-312 | Pct. 1 - L & P-Administration                       | \$ 983.24                     |
| 9-1312-431-00-121-362-0-334 | Pct. 1 - L & P-Eng & Arch Services                  | \$ 9,445.97                   |
| 9-1312-431-00-121-362-0-339 | Pct. 1 - L & P-Other Prof. Services                 | \$ 3,005.54                   |
| 9-1312-431-00-121-362-0-734 | Pct. 1 - L & P-Subdivision Streets                  | \$ 67,872.50                  |
| 9-1312-431-00-121-362-0-733 | Pct. 1 - L & P-Drainage Ditches                     | \$ 18,000.00                  |
| 9-1312-431-00-121-362-0-899 | Pct. 1 - L & P-Contingency                          | \$ 18,681.57                  |
| 9-1312-431-00-121-423-0-312 | Pct. 1 - Los Castillos Estates-Administration       | \$ 679.37                     |
| 9-1312-431-00-121-423-0-334 | Pct. 1 - Los Castillos Estates-Eng & Arch Services  | \$ 6,526.69                   |
| 9-1312-431-00-121-423-0-339 | Pct. 1 - Los Castillos Estates-Other Prof. Services | \$ 2,076.67                   |
| 9-1312-431-00-121-423-0-734 | Pct. 1 - Los Castillos Estates-Subdivision Streets  | \$ 59,333.50                  |
| 9-1312-431-00-121-423-0-899 | Pct. 1 - Los Castillos Estates-Contingency          | \$ 12,908.00                  |
| 9-1312-431-00-121-895-0-312 | Pct. 1 - Mary Ann-Administration                    | \$ 2,070.57                   |
| 9-1312-431-00-121-895-0-334 | Pct. 1 - Mary Ann-Eng & Arch Services               | \$ 19,891.96                  |
| 9-1312-431-00-121-895-0-339 | Pct. 1 - Mary Ann-Other Prof. Services              | \$ 6,329.26                   |
| 9-1312-431-00-121-895-0-734 | Pct. 1 - Mary Ann-Subdivision Streets               | \$ 152,036.00                 |
| 9-1312-431-00-121-895-0-733 | Pct. 1 - Mary Ann-Drainage Ditches                  | \$ 28,800.00                  |
| 9-1312-431-00-121-895-0-899 | Pct. 1 - Mary Ann-Contingency                       | \$ 39,340.87                  |
| 9-1312-431-00-121-181-0-312 | Pct. 1 - Colonia Saenz-Administration               | \$ 558.49                     |
| 9-1312-431-00-121-181-0-334 | Pct. 1 - Colonia Saenz-Eng & Arch Services          | \$ 5,365.41                   |
| 9-1312-431-00-121-181-0-339 | Pct. 1 - Colonia Saenz-Other Prof. Services         | \$ 1,707.18                   |



|                                  |                                                   |    |           |
|----------------------------------|---------------------------------------------------|----|-----------|
| 9-1312-431-00-121-181-0-734      | Pct. 1 - Colonia Saenz-Subdivision Streets        | \$ | 32,576.50 |
| 9-1312-431-00-121-181-0-733      | Pct. 1 - Colonia Saenz-Drainage Ditches           | \$ | 16,200.00 |
| 9-1312-431-00-121-181-0-899      | Pct. 1 - Colonia Saenz-Contingency                | \$ | 10,611.33 |
| 9-1312-431-00-121-779-0-312      | Pct. 1 - Valley View Estates-Administration       | \$ | 1,207.69  |
| 9-1312-431-00-121-779-0-334      | Pct. 1 - Valley View Estates-Eng & Arch Services  | \$ | 11,602.31 |
| 9-1312-431-00-121-779-0-339      | Pct. 1 - Valley View Estates-Other Prof. Services | \$ | 3,691.64  |
| 9-1312-431-00-121-779-0-734      | Pct. 1 - Valley View Estates-Subdivision Streets  | \$ | 97,107.50 |
| 9-1312-431-00-121-779-0-733      | Pct. 1 - Valley View Estates-Drainage Ditches     | \$ | 8,368.00  |
| 9-1312-431-00-121-779-0-899      | Pct. 1 - Valley View Estates-Contingency          | \$ | 22,946.20 |
|                                  |                                                   |    |           |
| TOTAL BUDGET INCREASE (DECREASE) |                                                   |    | 0.00      |

**REASON:**

Transfer from INDIAN HILLS (program 932) to various BCAP programs for Pct 1.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /  
DATE

ATTEST COUNTY CLERK

DATE: January 9, 2009

**2009**  
Transfer



DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for  
BCAP-Precinct 3 (1312)

ACCOUNT NUMBER: 8-1312-431-00-123-XXX-0-XXX

Contact: Dale Kennan Ph#: 292-7025 Ext. 5406

SUBJECT: **Interdepartmental 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 Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| ACCOUNT NUMBER              | ACCOUNT NAME                              | INCREASE (DECREASE)<br>AMOUNT |
|-----------------------------|-------------------------------------------|-------------------------------|
| 9-1312-431-00-123-111-0-312 | BLUE STAR ENTERPRISE #2-INDIRECT COST     | \$ (8,126.55)                 |
| 9-1312-431-00-123-111-0-334 | BLUE STAR ENTERPRISE #2-ENG & ARCH SRV    | \$ (25,376.31)                |
| 9-1312-431-00-123-111-0-339 | BLUE STAR ENTERPRISE #2-OTHER PROF SRVS   | \$ (8,074.28)                 |
| 9-1312-431-00-123-111-0-733 | BLUE STAR ENTERPRISE #2-DRAINAGE DITCHES  | \$ (84,050.00)                |
| 9-1312-431-00-123-111-0-734 | BLUE STAR ENTERPRISE #2-SUBDIVISION ST.   | \$ (146,643.75)               |
| 9-1312-431-00-123-111-0-899 | BLUE STAR ENTERPRISE #2-CONTINGENCY       | \$ (12,150.83)                |
| 9-1312-431-00-123-310-0-312 | HAVANA LOMAS #4-INDIRECT COST             | \$ (4,195.64)                 |
| 9-1312-431-00-123-310-0-334 | HAVANA LOMAS #4-ENG & ARCH SRV            | \$ (11,804.10)                |
| 9-1312-431-00-123-310-0-339 | HAVANA LOMAS #4-OTHER PROFESSIONAL SRV    | \$ (3,755.85)                 |
| 9-1312-431-00-123-310-0-733 | HAVANA LOMAS #4-DRAINAGE DITCHES          | \$ (28,710.00)                |
| 9-1312-431-00-123-310-0-734 | HAVANA LOMAS #4-SUBDIVISION STREETS       | \$ (78,600.00)                |
| 9-1312-431-00-123-310-0-899 | HAVANA LOMAS #4-CONTINGENCY               | \$ (6,535.36)                 |
| 9-1312-431-00-123-311-0-312 | HAVANA LOMAS #5-INDIRECT COST             | \$ (2,600.00)                 |
| 9-1312-431-00-123-311-0-334 | HAVANA LOMAS #5-ENG & ARCH SRV            | \$ (7,965.05)                 |
| 9-1312-431-00-123-311-0-339 | HAVANA LOMAS #5-OTHER PROFESSIONAL SRV    | \$ (2,534.33)                 |
| 9-1312-431-00-123-311-0-733 | HAVANA LOMAS #5-DRAINAGE DITCHES          | \$ (25,150.00)                |
| 9-1312-431-00-123-311-0-734 | HAVANA LOMAS #5-SUBDIVISION STREETS       | \$ (47,259.67)                |
| 9-1312-431-00-123-311-0-899 | HAVANA LOMAS #5-CONTINGENCY               | \$ (4,640.95)                 |
| 9-1312-431-00-123-348-0-312 | JARDIN TERRACE SUBDIVISION-INDIRECT COST  | \$ (5,600.00)                 |
| 9-1312-431-00-123-348-0-334 | JARDIN TERRACE SUBDIVISION-ENG & ARCH SR  | \$ (16,349.27)                |
| 9-1312-431-00-123-348-0-339 | JARDIN TERRACE SUBDIVISION-OTHER PROF SR  | \$ (5,201.09)                 |
| 9-1312-431-00-123-348-0-733 | JARDIN TERRACE SUBDIVISION-DRAINGE DITCH  | \$ (45,510.00)                |
| 9-1312-431-00-123-348-0-734 | JARDIN TERRACE SUBDIVISION-SUBDIVISION ST | \$ (103,589.38)               |
| 9-1312-431-00-123-348-0-899 | JARDIN TERRACE SUBDIVISION-CONTINGENCY    | \$ (9,260.26)                 |
| 9-1312-431-00-123-587-0-312 | RAMIREZ SUBDIVISION-INDIRECT COST         | \$ (2,000.00)                 |
| 9-1312-431-00-123-587-0-334 | RAMIREZ SUBDIVISION-ENG & ARCH SRV        | \$ (6,724.97)                 |
| 9-1312-431-00-123-587-0-339 | RAMIREZ SUBDIVISION-OTHER PROFESSNL SRV   | \$ (2,139.77)                 |
| 9-1312-431-00-123-587-0-733 | RAMIREZ SUBDIVISION-DRAINGE DITCHES       | \$ (26,910.00)                |
| 9-1312-431-00-123-587-0-734 | RAMIREZ SUBDIVISION-SUBDIVISION STREETS   | \$ (35,021.64)                |
| 9-1312-431-00-123-587-0-899 | RAMIREZ SUBDIVISION-CONTINGENCY           | \$ (4,113.62)                 |
| 9-1312-431-00-123-588-0-312 | RAMIREZ SUBDIVISION #2-INDIRECT COST      | \$ (2,000.00)                 |
| 9-1312-431-00-123-588-0-334 | RAMIREZ SUBDIVISION #2-ENG & ARCH SRV     | \$ (6,191.25)                 |
| 9-1312-431-00-123-588-0-339 | RAMIREZ SUBDIVISION #2-OTHER PROFSNL SRV  | \$ (1,969.95)                 |
| 9-1312-431-00-123-588-0-733 | RAMIREZ SUBDIVISION #2-DRAINGE DITCHES    | \$ (20,560.00)                |
| 9-1312-431-00-123-588-0-734 | RAMIREZ SUBDIVISION #2-SUBDIVISION STREET | \$ (36,210.39)                |
| 9-1312-431-00-123-588-0-899 | RAMIREZ SUBDIVISION #2-CONTINGENCY        | \$ (3,628.41)                 |
| 9-1312-431-00-123-589-0-312 | RAMIREZ SUBDIVISION #3-INDIRECT COST      | \$ (1,398.48)                 |
| 9-1312-431-00-123-589-0-334 | RAMIREZ SUBDIVISION #3-ENG & ARCH SRV     | \$ (5,842.10)                 |
| 9-1312-431-00-123-589-0-339 | RAMIREZ SUBDIVISION #3-OTHER PROFSNL SRV  | \$ (1,858.85)                 |
| 9-1312-431-00-123-589-0-733 | RAMIREZ SUBDIVISION #3-DRAINGE DITCHES    | \$ (31,160.00)                |
| 9-1312-431-00-123-589-0-734 | RAMIREZ SUBDIVISION #3-SUBDIVISION STREET | \$ (21,950.00)                |
| 9-1312-431-00-123-589-0-899 | RAMIREZ SUBDIVISION #3-CONTINGENCY        | \$ (3,912.52)                 |
| 9-1312-431-00-123-600-0-312 | RANDOLPH BARNETT #1-INDIRECT COST         | \$ (2,400.00)                 |

|                                         |                                                   |    |             |
|-----------------------------------------|---------------------------------------------------|----|-------------|
| 9-1312-431-00-123-600-0-334             | RANDOLPH BARNETT #1-ENG & ARCH SRV                | \$ | (7,893.61)  |
| 9-1312-431-00-123-600-0-339             | RANDOLPH BARNETT #1-OTHER PROFSNL SRV             | \$ | (2,511.60)  |
| 9-1312-431-00-123-600-0-733             | RANDOLPH BARNETT #1-DRAINAGE DITCHES              | \$ | (30,610.00) |
| 9-1312-431-00-123-600-0-734             | RANDOLPH BARNETT #1-SUBDIVISION STREET            | \$ | (42,418.78) |
| 9-1312-431-00-123-600-0-899             | RANDOLPH BARNETT #1-CONTINGENCY                   | \$ | (4,776.01)  |
| 9-1312-431-00-123-606-0-312             | REGAL ESTATES-INDIRECT COST                       | \$ | (4,800.00)  |
| 9-1312-431-00-123-606-0-334             | REGAL ESTATES-ENG & ARCH SRV                      | \$ | (16,855.25) |
| 9-1312-431-00-123-606-0-339             | REGAL ESTATES-OTHER PROFSNL SRV                   | \$ | (5,363.03)  |
| 9-1312-431-00-123-606-0-733             | REGAL ESTATES-DRAINAGE DITCHES                    | \$ | (71,110.00) |
| 9-1312-431-00-123-606-0-734             | REGAL ESTATES-SUBDIVISION STREET                  | \$ | (82,458.77) |
| 9-1312-431-00-123-606-0-899             | REGAL ESTATES-CONTINGENCY                         | \$ | (10,522.95) |
|                                         |                                                   |    |             |
| 9-1312-431-00-123-421-0-312             | Pct. 3 - Loma Linda Heights-Administration        | \$ | 2,613.44    |
| 9-1312-431-00-123-421-0-334             | Pct. 3 - Loma Linda Heights-Eng & Arch Services   | \$ | 57,495.76   |
| 9-1312-431-00-123-421-0-339             | Pct. 3 - Loma Linda Heights-Other Prof. Services  | \$ | 18,294.11   |
| 9-1312-431-00-123-421-0-734             | Pct. 3 - Loma Linda Heights-Subdivision Streets   | \$ | 361,438.75  |
| 9-1312-431-00-123-421-0-733             | Pct. 3 - Loma Linda Heights-Drainage Ditches      | \$ | 161,250.00  |
| 9-1312-431-00-123-421-0-899             | Pct. 3 - Loma Linda Heights-Contingency           | \$ | 49,655.44   |
| 9-1312-431-00-123-141-0-312             | Pct. 3 - Casa De Los Vecinos-Administration       | \$ | 2,161.64    |
| 9-1312-431-00-123-141-0-334             | Pct. 3 - Casa De Los Vecinos-Eng & Arch Services  | \$ | 47,555.98   |
| 9-1312-431-00-123-141-0-339             | Pct. 3 - Casa De Los Vecinos-Other Prof. Services | \$ | 15,131.45   |
| 9-1312-431-00-123-141-0-734             | Pct. 3 - Casa De Los Vecinos-Subdivision Streets  | \$ | 317,837.00  |
| 9-1312-431-00-123-141-0-733             | Pct. 3 - Casa De Los Vecinos-Drainage Ditches     | \$ | 114,490.00  |
| 9-1312-431-00-123-141-0-899             | Pct. 3 - Casa De Los Vecinos-Contingency          | \$ | 41,071.05   |
|                                         |                                                   |    |             |
| <b>TOTAL BUDGET INCREASE (DECREASE)</b> |                                                   |    | <b>0.00</b> |

**REASON:**

**Transfer from various BCAP-Pct 3 programs to various BCAP programs for Pct 3.**

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

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ATTEST COUNTY CLERK

AI-13236

15.A.

**Appropriation of account for road project  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Yolanda Cisneros, COMM. PCT. #2  
**Submitted For:** Yolanda Cisneros  
**Department:** COMM. PCT. #2  
**Agenda Category:** Precinct #2

---

**Information**

**CAPTION**

Approval of 2009 appropriation of funds for Precinct 2 McColl Rd (1202) in the amount of \$511,466.00.

**BACKGROUND**

McColl Road Irrigation Canal Siphon Project contract award to McAllen Construction on 12/23/2008 #C-08-3347-11-12.

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**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:** 9-1202-431-00-122-028-0-733  
**FUNDS AVAILABLE Y/N?:** Pending **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance in 2008 is \$511,466.00 as of 1/7/09. After 2008 (period 13) the funding will close to fund balance and then be available for appropriation for 2009.

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**Attachments**

Link: [my documents](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Budget & Management   | Veronica Lopez | 01/07/2009 07:52 AM | APRV   |
| 2         | Dale Kennan           | Dale Kennan    | 01/07/2009 08:31 AM | APRV   |
| 3         | Auditor's Office      | Linda Fong     | 01/07/2009 05:13 PM | APRV   |
| 4         | Purchasing Department | Marty Salazar  | 01/08/2009 10:59 AM | APRV   |

Form Started By: Yolanda Cisneros  
Started On: 01/06/2009 05:14 PM  
Final Approval Date: 01/08/2009

---

**DATE:** January 6, 2009

**DEPARTMENT HEAD:** Hector "Tito" Palacios

**DEPARTMENT NAME:** Hidalgo County Precinct No.2

**ACCOUNT NUMBER:** 9-1202-431-00-122-028-XXX McColl Rd

**Contact Person:** Yoli Cisneros, Administrative Assistant II **Ph#:** 956-787-1891 Ext. 2002

**SUBJECT:** **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).



Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| INCREASE ACCOUNT<br>NUMBER(S)    | ACCOUNT (OBJECT)<br>NAME      | AMOUNT        |
|----------------------------------|-------------------------------|---------------|
| 733                              | DRAINAGE DITCHES & STRUCTURES | \$511,466.00  |
|                                  |                               |               |
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|                                  |                               |               |
| TOTAL BUDGET INCREASE (DECREASE) |                               | \$ 511,466.00 |

REASON: This appreciation is needed to start the construction of the McColl Road Irrigation Canal Siphon Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE \_\_\_\_\_

ATTEST COUNTY CLERK

AI-13278

16.A.1.

**Pct. 1 R & B Salary Adjustment/ Position Title Changes  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Mary Ybarra, COMM. PCT. #1  
**Submitted For:** Mary Ybarra  
**Department:** COMM. PCT. #1  
**Agenda Category:** Precinct #1

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**Information**

**CAPTION**

Pct. #1 Road & Bridge:

- a. Approval to adjust salary for slot #79, General Foreman (vacant position) by \$8,000.00 (inc.).
- b. Approval to correct title for slot #82, Personnel Manager (vacant position) to Human Resources Manager - No Salary Change.
- c. Approval of revised salary schedule.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2009      **ACCT. #:** 9-1201-431-00-121-005-0-113  
**FUNDS AVAILABLE Y/N?:** Y      **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding for the salary adjustment of \$8,000.00 for slot no. 79 General Foreman will be from lapse Pct. 1 R & B salaries and/or unreserved f/b.

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**Attachments**

Link: Pct. 1 R & B Salary Schedule

Link: Pct. 1 R & B Fiscal Note

Link: Pct. 1 R & B LOT, PAR, Job Descr.

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 01/08/2009 01:22 PM | APRV   |
| 2         | Ivan Cantu          | Ivan Cantu     | 01/09/2009 03:59 PM | APRV   |
| 3         | Auditor's Office    |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Mary Ybarra      Started On: 01/08/2009 11:45 AM

Final Approval Date: 01/09/2009

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**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

**1201-431-00-121-005-0**

**AI - 13278**

**PCT. 1 P/U RD**

| Slot # | Obj Code | POSITION TITLE               | 2008 BUDGETED SALARY | 2009 ADJUSTED SALARY | 2009 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2009 BUDGETED SALARY APPROVED | 2009 ACTUAL SALARY | Other Allowances |               |              |             |              | 2009 ACTUAL TOTAL COMPENSATION |
|--------|----------|------------------------------|----------------------|----------------------|------------------|--------|-----------------|----------------|-------------------------------|--------------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                              |                      |                      |                  |        |                 |                |                               |                    | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0001   | 113      | CHIEF ADMINISTRATOR          | 80,340.00            | 0.00                 | 80,340.00        | 0.05   | 4,017.00        | 0.00           | 84,357.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0002   | 113      | BUDGET MANAGER               | 67,600.00            | 0.00                 | 67,600.00        | 0.05   | 3,380.00        | 0.00           | 70,980.00                     | 0.00               | 540.00           | 0.00          | 0.00         | 0.00        | 0.00         | 540.00                         |
| 0003   | 113      | HR COORD                     | 60,320.00            | 0.00                 | 60,320.00        | 0.05   | 3,016.00        | 0.00           | 63,336.00                     | 0.00               | 1,140.00         | 0.00          | 0.00         | 0.00        | 0.00         | 1,140.00                       |
| 0004   | 113      | ADMINISTRATIVE ASSISTANT     | 56,731.00            | 0.00                 | 56,731.00        | 0.05   | 2,836.55        | 0.00           | 59,568.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0005   | 113      | R.O.W. DIRECTOR              | 47,731.00            | 0.00                 | 47,731.00        | 0.05   | 2,386.55        | 0.00           | 50,118.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0006   | 113      | INVENTORY COOR               | 46,800.00            | 0.00                 | 46,800.00        | 0.05   | 2,340.00        | 0.00           | 49,140.00                     | 0.00               | 1,140.00         | 0.00          | 0.00         | 0.00        | 0.00         | 1,140.00                       |
| 0007   | 113      | ACCOUNTANT                   | 46,800.00            | 0.00                 | 46,800.00        | 0.05   | 2,340.00        | 0.00           | 49,140.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0009   | 113      | COORDINATOR                  | 42,385.00            | 0.00                 | 42,385.00        | 0.05   | 2,119.25        | 0.00           | 44,504.00                     | 0.00               | 360.00           | 0.00          | 0.00         | 0.00        | 0.00         | 360.00                         |
| 0010   | 113      | SAFETY DIRECTOR              | 40,676.00            | 0.00                 | 40,676.00        | 0.05   | 2,033.80        | 0.00           | 42,710.00                     | 0.00               | 480.00           | 0.00          | 0.00         | 0.00        | 0.00         | 480.00                         |
| 0011   | 113      | ASST FIELD/OP DIR            | 37,681.00            | 0.00                 | 37,681.00        | 0.05   | 1,884.05        | 0.00           | 39,565.00                     | 0.00               | 420.00           | 0.00          | 0.00         | 0.00        | 0.00         | 420.00                         |
| 0012   | 113      | SPECIAL PROJ COORD           | 37,450.00            | 0.00                 | 37,450.00        | 0.05   | 1,872.50        | 0.00           | 39,322.00                     | 0.00               | 540.00           | 0.00          | 0.00         | 0.00        | 0.00         | 540.00                         |
| 0013   | 113      | PAVING SUPVSR                | 36,284.00            | 0.00                 | 36,284.00        | 0.05   | 1,814.20        | 0.00           | 38,098.00                     | 0.00               | 960.00           | 0.00          | 0.00         | 0.00        | 0.00         | 960.00                         |
| 0014   | 113      | SAFETY COORDIN               | 36,284.00            | 0.00                 | 36,284.00        | 0.05   | 1,814.20        | 0.00           | 38,098.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0018   | 113      | MAINTENANCE III              | 32,540.00            | 0.00                 | 32,540.00        | 0.05   | 1,627.00        | 0.00           | 34,167.00                     | 0.00               | 1,140.00         | 0.00          | 0.00         | 0.00        | 0.00         | 1,140.00                       |
| 0019   | 113      | TRCK DRIVER I                | 32,540.00            | 0.00                 | 32,540.00        | 0.05   | 1,627.00        | 0.00           | 34,167.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0020   | 113      | HEAVY EQUIPMENT OPERATOR III | 32,540.00            | 0.00                 | 32,540.00        | 0.05   | 1,627.00        | 0.00           | 34,167.00                     | 0.00               | 780.00           | 0.00          | 0.00         | 0.00        | 0.00         | 780.00                         |
| 0021   | 113      | MAINTENANCE III              | 32,540.00            | 0.00                 | 32,540.00        | 0.05   | 1,627.00        | 0.00           | 34,167.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0022   | 113      | HEAVY EQUIPMENT OPERATOR I   | 32,540.00            | 0.00                 | 32,540.00        | 0.05   | 1,627.00        | 0.00           | 34,167.00                     | 0.00               | 360.00           | 0.00          | 0.00         | 0.00        | 0.00         | 360.00                         |
| 0023   | 113      | Maintenance III              | 32,540.00            | 0.00                 | 32,540.00        | 0.05   | 1,627.00        | 0.00           | 34,167.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0024   | 113      | MAINTENANCE II               | 32,540.00            | 0.00                 | 32,540.00        | 0.05   | 1,627.00        | 0.00           | 34,167.00                     | 0.00               | 540.00           | 0.00          | 0.00         | 0.00        | 0.00         | 540.00                         |
| 0025   | 113      | MAINTENANCE III              | 32,540.00            | 0.00                 | 32,540.00        | 0.05   | 1,627.00        | 0.00           | 34,167.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0027   | 113      | GRANTS SPECIALIST            | 32,321.00            | 0.00                 | 32,321.00        | 0.05   | 1,616.05        | 0.00           | 33,937.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0028   | 113      | TRF CTRL SPC I               | 32,018.00            | 0.00                 | 32,018.00        | 0.05   | 1,601.00        | 0.00           | 33,619.00                     | 0.00               | 660.00           | 0.00          | 0.00         | 0.00        | 0.00         | 660.00                         |
| 0029   | 113      | MECHANIC II                  | 31,027.00            | 0.00                 | 31,027.00        | 0.05   | 1,551.35        | 0.00           | 32,578.00                     | 0.00               | 360.00           | 0.00          | 0.00         | 0.00        | 0.00         | 360.00                         |

**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

**1201-431-00-121-005-0**

**AI - 13278**

**PCT. 1 P/U RD**

| Slot # | Obj Code | POSITION TITLE               | 2008 BUDGETED SALARY | 2009 ADJUSTED SALARY | 2009 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2009 BUDGETED SALARY APPROVED | 2009 ACTUAL SALARY | Other Allowances |               |              |             |              | 2009 ACTUAL TOTAL COMPENSATION |
|--------|----------|------------------------------|----------------------|----------------------|------------------|--------|-----------------|----------------|-------------------------------|--------------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                              |                      |                      |                  |        |                 |                |                               |                    | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0030   | 113      | HEAVY EQ OP II               | 30,258.00            | 0.00                 | 30,258.00        | 0.05   | 1,512.90        | 0.00           | 31,771.00                     | 0.00               | 1,320.00         | 0.00          | 0.00         | 0.00        | 0.00         | 1,320.00                       |
| 0031   | 113      | MAINTENANCE III              | 29,190.00            | 0.00                 | 29,190.00        | 0.05   | 1,459.50        | 540.50         | 31,190.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0033   | 113      | CLERK/RECEPTIONIST           | 28,016.00            | 0.00                 | 28,016.00        | 0.05   | 1,400.80        | 599.20         | 30,016.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0035   | 113      | HEAVY EQ OP III              | 27,857.00            | 0.00                 | 27,857.00        | 0.05   | 1,392.85        | 607.15         | 29,857.00                     | 0.00               | 1,380.00         | 0.00          | 0.00         | 0.00        | 0.00         | 1,380.00                       |
| 0036   | 113      | HEAVY EQ OP II               | 27,852.00            | 0.00                 | 27,852.00        | 0.05   | 1,392.60        | 607.40         | 29,852.00                     | 0.00               | 900.00           | 0.00          | 0.00         | 0.00        | 0.00         | 900.00                         |
| 0037   | 113      | MAINTENANCE II               | 27,852.00            | 0.00                 | 27,852.00        | 0.05   | 1,392.60        | 607.40         | 29,852.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0038   | 113      | HEAVY EQ OP II               | 27,852.00            | 0.00                 | 27,852.00        | 0.05   | 1,392.60        | 607.40         | 29,852.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0039   | 113      | TRUCK DRIVER III             | 27,031.00            | 0.00                 | 27,031.00        | 0.05   | 1,351.55        | 648.45         | 29,031.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0040   | 113      | MAINTENANCE I                | 26,807.00            | 0.00                 | 26,807.00        | 0.05   | 1,340.35        | 659.65         | 28,807.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0041   | 113      | TRUCK DRIVER III             | 26,026.00            | 0.00                 | 26,026.00        | 0.05   | 1,301.30        | 698.70         | 28,026.00                     | 0.00               | 840.00           | 0.00          | 0.00         | 0.00        | 0.00         | 840.00                         |
| 0042   | 113      | MAINTENANCE II               | 25,562.00            | 0.00                 | 25,562.00        | 0.05   | 1,278.10        | 721.90         | 27,562.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0043   | 113      | TRCK DRIVER III              | 25,562.00            | 0.00                 | 25,562.00        | 0.05   | 1,278.10        | 721.90         | 27,562.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0044   | 113      | TRCK DRIVER I                | 24,607.00            | 0.00                 | 24,607.00        | 0.05   | 1,230.35        | 769.65         | 26,607.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0045   | 113      | HEAVY EQIPMENT OPERATOR III  | 24,607.00            | 0.00                 | 24,607.00        | 0.05   | 1,230.35        | 769.65         | 26,607.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0046   | 113      | HEAVY EQ OP I                | 24,334.00            | 0.00                 | 24,334.00        | 0.05   | 1,216.70        | 783.30         | 26,334.00                     | 0.00               | 480.00           | 0.00          | 0.00         | 0.00        | 0.00         | 480.00                         |
| 0047   | 113      | TRUCK DRIVER III             | 24,334.00            | 0.00                 | 24,334.00        | 0.05   | 1,216.70        | 783.30         | 26,334.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0048   | 113      | TRUCK DRIVER III             | 24,000.00            | 0.00                 | 24,000.00        | 0.05   | 1,200.00        | 800.00         | 26,000.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0049   | 113      | TRCK DRVER III               | 24,000.00            | 0.00                 | 24,000.00        | 0.05   | 1,200.00        | 800.00         | 26,000.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0050   | 113      | TRCK DRIVER III              | 24,000.00            | 0.00                 | 24,000.00        | 0.05   | 1,200.00        | 800.00         | 26,000.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0051   | 113      | HEAVY EQ OP I                | 23,483.00            | 0.00                 | 23,483.00        | 0.05   | 1,174.15        | 825.85         | 25,483.00                     | 0.00               | 1,140.00         | 0.00          | 0.00         | 0.00        | 0.00         | 1,140.00                       |
| 0052   | 113      | MAINTENANCE I                | 23,236.00            | 0.00                 | 23,236.00        | 0.05   | 1,161.80        | 838.20         | 25,236.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0054   | 113      | HEAVY EQ OP I                | 23,033.00            | 0.00                 | 23,033.00        | 0.05   | 1,151.65        | 848.35         | 25,033.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0055   | 113      | DATA ENTRY CLERK             | 21,988.00            | 0.00                 | 21,988.00        | 0.05   | 1,099.40        | 900.60         | 23,988.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0056   | 113      | HEAVY EQUIPMENT OPERATOR III | 21,985.00            | 0.00                 | 21,985.00        | 0.05   | 1,099.25        | 900.75         | 23,985.00                     | 0.00               | 420.00           | 0.00          | 0.00         | 0.00        | 0.00         | 420.00                         |



**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

**1201-431-00-121-005-0**

**AI - 13278**

**PCT. 1 P/U RD**

| Slot #       | Obj Code | POSITION TITLE                                                                                                      | 2008 BUDGETED SALARY | 2009 ADJUSTED SALARY | 2009 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2009 BUDGETED SALARY APPROVED | 2009 ACTUAL SALARY | Other Allowances |               |              |             |              | 2009 ACTUAL TOTAL COMPENSATION |
|--------------|----------|---------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|------------------|--------|-----------------|----------------|-------------------------------|--------------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|              |          |                                                                                                                     |                      |                      |                  |        |                 |                |                               |                    | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 0058         | 113      | MAINTENANCE I                                                                                                       | 21,635.00            | 0.00                 | 21,635.00        | 0.05   | 1,081.75        | 918.25         | 23,635.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0071         | 113      | COMMUNITY LIAISON                                                                                                   | 42,000.00            | 0.00                 | 42,000.00        | 0.05   | 2,100.00        | 0.00           | 44,100.00                     | 0.00               | 300.00           | 0.00          | 0.00         | 0.00        | 0.00         | 300.00                         |
| 0072         | 113      | DIRECTOR OF OPERATIONS                                                                                              | 65,265.00            | 0.00                 | 65,265.00        | 0.05   | 3,263.25        | 0.00           | 68,528.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0073         | 113      | MAINTENANCE III                                                                                                     | 32,000.00            | 0.00                 | 32,000.00        | 0.05   | 1,600.00        | 0.00           | 33,600.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0074         | 113      | TIRE REPAIR/MAINTENANCE                                                                                             | 22,000.00            | 0.00                 | 22,000.00        | 0.05   | 1,100.00        | 900.00         | 24,000.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0075         | 113      | REASEARCH & DEVELOPMENT COORDINATOR                                                                                 | 42,000.00            | 0.00                 | 42,000.00        | 0.05   | 2,100.00        | 0.00           | 44,100.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0076         | 113      | CONTRACTS MANAGER                                                                                                   | 42,000.00            | 0.00                 | 42,000.00        | 0.05   | 2,100.00        | 0.00           | 44,100.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0077         | 113      | MECHANIC III                                                                                                        | 37,440.00            | 0.00                 | 37,440.00        | 0.05   | 1,872.00        | 0.00           | 39,312.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0078         | 113      | DIESEL MECHANIC                                                                                                     | 0.00                 | 0.00                 | 40,000.00        | 0.05   | 2,000.00        | 0.00           | 42,000.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
|              |          | <b>Adjust salary (increase) to slot no. 79 General Foreman (vacant position) by \$8,000.00, pending CC approval</b> |                      |                      |                  |        |                 |                |                               |                    |                  |               |              |             |              |                                |
| 0079         | 113      | GENERAL FOREMAN                                                                                                     | 0.00                 | 50,000.00            | 50,000.00        | 0      | 0.00            | 8,000.00       | 58,000.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0080         | 113      | MATERIAL MANAGEMENT MANAGER                                                                                         | 0.00                 | 40,000.00            | 40,000.00        | 0      | 0.00            | 0.00           | 40,000.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0081         | 113      | CALL CENTER MANAGER                                                                                                 | 0.00                 | 55,000.00            | 55,000.00        | 0      | 0.00            | 0.00           | 55,000.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
|              |          | <b>S/B Human Resources Manager, salary stays the same @ \$65,000.00/year, pending CC approval</b>                   |                      |                      |                  |        |                 |                |                               |                    |                  |               |              |             |              |                                |
| 0082         | 113      | PERSONNEL MANAGER                                                                                                   | 0.00                 | 65,000.00            | 65,000.00        | 0      | 0.00            | 0.00           | 65,000.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 0083         | 113      | FIELD OPERATIONS DIRECTOR                                                                                           | 0.00                 | 65,000.00            | 65,000.00        | 0      | 0.00            | 0.00           | 65,000.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| <b>TOTAL</b> |          |                                                                                                                     | 1,910,580.00         | 275,000.00           | 2,225,580.00     |        | 97,529.10       | 26,657.55      | 2,164,766.00                  | 0.00               | 16,200.00        | 0.00          | 0.00         | 0.00        | 0.00         | 16,200.00                      |

**Adjust salary (increase) by \$8000.00 to slot no. 79 General Foreman (vacant position.)**

**Correct title for slot no. 82 from Personnel Manager to Human Resources Manager with salary to remain the same @ \$65,000.00/year.**

**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: Raul Silguero, Jr., Budget Officer  
CC Date: Tuesday, January 13, 2009

Agenda Item: 13278

**Summary of request/proposal:**

**Pct. 1 R & B is requesting approval to : A. Adjust salary for slot #79, General Foreman (vacant position) by \$8,000.00 (increase); B. Correct title for slot #82 Personnel Manager (vacant position) to Human Resources Manager with no salary change, effective upon CC approval.**

| Fund | Position                    | Slot# | Obj | Current Budgeted Salary | Adjustment/ Salary Requested | Total Adjustment/ Salary Requested |
|------|-----------------------------|-------|-----|-------------------------|------------------------------|------------------------------------|
| 1201 | General Foreman             | 0079  | 113 | 50,000.00               | 8,000.00                     | 8,000.00                           |
|      | s/b Human Resources Manager |       |     |                         |                              |                                    |
| 1201 | Personnel Manager           | 0082  | 113 | 65,000.00               | 0.00                         | 0.00                               |
|      |                             |       |     |                         |                              |                                    |
|      |                             |       |     |                         |                              |                                    |
|      |                             |       |     |                         |                              |                                    |
|      |                             |       |     |                         |                              | 8,000.00                           |

**Budgetary Impact:**

| INCREASE/DECREASE<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME           | AMOUNT    |
|-------------------------------------|------------------------------------|-----------|
| 9-1201-431-00-121-005-0-113         | Pct. 1 P/U Rd. Perm. F/T Employees | 7,725.19  |
| 9-1201-431-00-121-005-0-211         | Pct. 1 P/U Rd. Health Insurance    | 4,020.96  |
| 9-1201-431-00-121-005-0-212         | Pct. 1 P/U Rd. Life Insurance      | 26.07     |
| 9-1201-431-00-121-005-0-220         | Pct. 1 P/U Rd. Fica                | 590.98    |
| 9-1201-431-00-121-005-0-230         | Pct. 1 P/U Rd. Retirement          | 696.81    |
| 9-1201-431-00-121-005-0-250         | Pct. 1 P/U Rd. Unemployment Comp.  | 38.63     |
| 9-1201-431-00-121-005-0-260         | Pct. 1 P/U Rd. Workers Comp.       | 818.10    |
|                                     |                                    |           |
|                                     | 2009 Budgetary Impact              | 13,916.74 |

**2010 Budgetary Impact: 14,411.80**

**Possible Funding Sources: Pct. 1 R & B funds**

**Budget Office Recommendation:**

|  |
|--|
|  |
|  |
|  |



Letter of Transmittal  
HIDALGO COUNTY  
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: 1/17/09

To: Esther Cortez, Human Resources  
Director

From: Valde Guerra  
Commissioner Court Executive Officer

Attached, please find 1 original set (s) of an H.R. related agenda item that requires H.R. review and approval. Please return original document with corresponding signature of approval.

AI: 13278

C.C. Date: 1-13-09

Dept: Pct. 1 R & B

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

Human Resources Dept:

Received By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

to be reviewed  
& approved

**AI-13278****17.A.1.****Pct. 1 R & B Salary Adjustment/ Position Title Changes  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Mary Ybarra, COMM. PCT. #1  
**Submitted For:** Mary Ybarra  
**Department:** COMM. PCT. #1  
**Agenda Category:** Precinct #1

**Information****CAPTION**

Pct. #1 Road &amp; Bridge:

- a. Approval to adjust salary for slot #79, General Foreman (vacant position) by \$8,000.00 (inc.).
- b. Approval to correct title for slot #82, Personnel Manager (vacant position) to Human Resources Manager - No Salary Change.
- c. Approval of revised salary schedule.

**BACKGROUND****Fiscal Impact****FISCAL YEAR:** 2009**ACCT. #:** 9-1201-431-00-121-005-0-113**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Funding for the salary adjustment of \$8,000.00 for slot no. 79 General Foreman will be from lapse Pct. 1 R & B salaries and/or unreserved f/b.

**Attachments**Link: [Pct. 1 R & B Salary Schedule](#)Link: [Pct. 1 R & B Fiscal Note](#)**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status  |
|-----------|-----------------------|----------------|---------------------|---------|
|           | (Originator)          | Mary Ybarra    | 01/08/2009 11:45 AM | CREATED |
| 1         | Budget & Management   | Veronica Lopez | 01/08/2009 01:22 PM | APRV    |
| 2         | Ivan Cantu            |                |                     | PEND    |
| 3         | Auditor's Office      |                |                     |         |
| 4         | Purchasing Department |                |                     |         |

Form Started By: Mary Ybarra      Started On: 01/08/2009 11:45 AM



# HIDALGO COUNTY

## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:

PRECINCT 1 / 121  
CURRENT POSITION TITLE:

GENERAL FOREMAN

REQUESTED POSITION TITLE:  
(For new positions or reclassifications)

DATE:

JANUARY 8, 2008

CURRENT SLOT #: 005- 079

REQUEST FOR:



New Position



Temporary Position



Position Reclassification\*



Other INCREASE SALARY

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

POSITION SALARY REQUEST:

Salary Amount: \$ 50,000.00 \$ 58,000.00 \$ 8,000.00  
Current Budgeted Salary Proposed Budgeted Salary 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:

Exempt



FLSA:

Exempt



Non-Exempt



Non-Exempt



N/A



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

THIS POSITION REQUIRES A HIGHLY SKILLED INDIVIDUAL, IN WHICH WOULD BE KNOWLEDGABLE

IN ESTIMATING EQUIPMENT, PERSONNEL AND MATERIALS NEEDED FOR PAVING AND OTHER

PROJECTS WITHIN THE PRECINCT. WILL ALSO NEED TO INSURE THAT PROJECTS AND ASSIGNMENTS

ARE MEETING DEADLINES.

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

N/A

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

N/A

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

N/A

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

THIS POSITION WILL ALSO WORK CLOSELY WITH THE DIRECTOR OF OPERATIONS TO FOLLOW UP ON CITIZENS COMPLAINTS AND MAKING SURE WORK ORDERS ARE COMPLETED ON A TIMELY MANNER.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD

DATE

FUNDING AVAILABLE IN DEPT. BUDGET

☒ YES ☐ NO

2. HUMAN RESOURCES DIRECTOR

DATE

PERSONNEL PROCEDURES COMPLETED

☐ YES ☐ NO

3. DEPARTMENT OF BUDGET & MANAGEMENT

DATE

BUDGET PROCEDURES COMPLETED

☒ YES ☐ NO

4. COMMISSIONERS COURT APPROVAL

DATE

## HIDALGO COUNTY ROAD & BRIDGE PAVED/UNPAVED

Job Title: General Foreman FLSA Status: Non-Exempt  
Dept No: 121 Civil Service Status: Exempt

### SUMMARY:

Supervises the daily activities of county work crews involved in road and bridge construction, mowing, road sign maintenance, paving, and patching.

### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assigns, monitors, and evaluates daily the work of all field crews under supervision to ensure that proper policies and procedures are being followed; that work and safety standards are being maintained and that schedules are being met.
- Closely supervises that the beginning of each project assigned and ensures that each crew member has a clear understanding of his or her long range assignment on the project and the project deadlines.
- Trains new employees in their duties and in equipment operation as needed.
- Follows up on calls and complaints from citizens.
- Ability to operate all county vehicles/machinery for set operations.
- Surveys roads for potential hazards and oversees responses to those problems.
- May maintain time records for all crew members supervised and submit necessary information for payroll and leave purposes.
- Carries out policies and applicable laws.
- Responsibilities include interviewing, hiring and training employees, planning, assigning, and directing work, appraising performance, rewarding and disciplining employees, addressing complaints, and resolving problems.
- Regular attendance is a must.
- Get along with co-workers.

### QUALIFICATION REQUIREMENTS:

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

### EDUCATION and/or EXPERIENCE

- High School Diploma or general education degree (GED).
- Bilingual preferred.
- Four years of experience in construction and repair of roads, bridges, and drainage structures at least one year of which involved supervision; or
- Any equivalent combination of experience and training which provides the required knowledge, skills, and ability.

## **CERTIFICATES, LICENSES, REGISTRATIONS**

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

## **OTHER SKILLS AND ABILITIES**

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.
- Knowledge of effective supervisory principles and practices.
- Thorough knowledge of the methods, practices, equipment, and materials used in the construction, and maintenance of roadways and/or bridges.
- Ability to communicate effectively, especially orally, with persons of varying educational backgrounds.
- Ability to maintain complete and accurate records.
- Ability to operate a variety of equipment in road work.
- Ability to perform strenuous work outdoors.
- Ability to establish and maintain effective working relationships with other county employees and the general public.

## **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

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

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

## **WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate;

## **SAFETY REQUIREMENTS:**

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

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

Maintain mental capacity which permits:

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



Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

**ACCIDENT PREVENTION PROGRAM:**

Required to follow all departments' safety regulations



# HIDALGO COUNTY

## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER

PRECINCT 1

CURRENT POSITION TITLE

Personnel Manager

REQUESTED POSITION TITLE:  
(For new positions or reclassifications)

Human Resources Manager

DATE

1/08/2009

CURRENT SLOT #:

005-0082

### REQUEST FOR:

☐ New Position

☐ Temporary Position

☐ Position Reclassification

☒ Other CORRECT TITLE

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

### POSITION SALARY REQUEST

Salary Amount: \$ 65,000.00

Current Budgeted Salary

\$ -0-

Proposed Budgeted Salary

\$ -0-

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         | <input type="checkbox"/>            | Exempt               | <input type="checkbox"/>            |                                    |
| Non-Exempt     | <input checked="" type="checkbox"/> | Non-Exempt           | <input checked="" type="checkbox"/> |                                    |
| N/A            | <input type="checkbox"/>            |                      |                                     |                                    |

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

TO BETTER SERVE THE PRECINCT PERSONNEL BY MANAGING , OVERSEEING ADMINISTRATION OF  
HIRING, RETENTION, TERMINATION, PERSONNEL RECORDS, LEGAL COMPLIANCE AND LONG-TERM  
STAFFING STRATEGIES.

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

**SETS POLICIES FOR HIRING AND OVERSEES ADHERENCE TO EEOC AND AFFIRMATIVE ACTION PROGRAMS AND DIVERSITY GOALS SET BY THE COUNTY.**

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

N/A

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

N/A

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

**THIS POSITION WILL ALSO KEEP ABREAST OF LEGISLATION AFFECTING HUMAN RESOURCES.**

*Correction of title only. Salary Remains the same.*

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

|                                                                     |                     |                                   |                                                                     |
|---------------------------------------------------------------------|---------------------|-----------------------------------|---------------------------------------------------------------------|
| 1. <i>Richard J. Standish</i><br>DEPARTMENT HEAD                    | DATE <i>1/08/09</i> | FUNDING AVAILABLE IN DEPT. BUDGET | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 2. <i>Steve P. [Signature]</i><br>HUMAN RESOURCES DIRECTOR          | DATE <i>1/09/09</i> | PERSONNEL PROCEDURES COMPLETED    | <input type="checkbox"/> YES <input type="checkbox"/> NO            |
| 3. <i>Steve P. [Signature]</i><br>DEPARTMENT OF BUDGET & MANAGEMENT | DATE <i>1/09/09</i> | BUDGET PROCEDURES COMPLETED       | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 4. _____<br>COMMISSIONERS COURT APPROVAL                            | DATE _____          |                                   |                                                                     |

## Human Resources Manager

DEPARTMENT: PRECINCT 1

R & B (Y/U RD)

FLSA STATUS: NON-EXEMPT

DEPARTMENT NO: 121

CIVIL SERVICE STATUS : NON-EXEMPT

### ESSENTIAL FUNCTIONS:

1. Under the direction of the Assistant to the President, develops and administers various human resources plans and procedures for all company personnel.
2. Plans, organizes, and controls all activities of the department. Participates in developing department goals, objectives, and systems with Assistant to the President, and recommends necessary changes.
3. Implements and annually updates compensation program; rewrites job descriptions as necessary; conducts annual salary surveys and develops merit pool (salary budget); analyzes compensation; monitors performance evaluation program and revises as necessary.
4. Develops, recommends, and implements personnel policies and procedures; prepares and maintains handbook on policies and procedures; performs benefits administration to include claims resolution, change reporting, approving invoices for payment, annual re-evaluation of policies for cost effectiveness, information activities program, and cash flow for said program.
5. Develops and maintains affirmative action program, files EEO-1 annually; maintains other records, reports, and logs to conform to EEO regulations.
6. Conducts recruitment effort for all exempt and nonexempt personnel, students, and temporary employees; conducts new-employee orientations; monitors career pathing program, employee relations counseling, outplacement counseling, and exit interviewing; writes and places advertisements.
7. Participates in administrative staff meetings and attends other meetings, such as seminars.
8. Evaluates reports, decisions, and results of department in relation to established goals. Recommends new approaches, policies, and procedures to effect continual improvements in efficiency of department and services performed.

### ADDITIONAL RESPONSIBILITIES:

1. Establishes and maintains department records and reports.
2. Maintains company organization charts and employee directory.
3. Performs other incidental and related duties as required and assigned.

### EDUCATION AND EXPERIENCE:

Equivalent to appropriate four-year college program.

**JOB PREREQUISITES:**

Three (3) to four (4) years' personnel experience. Strong verbal and written communication skills. Good organizational skills. Familiarity with applicable state and federal regulations. Personal leadership skills.

**INDEPENDENT ACTION:**

Responsible for centerwide human resources planning and development. Unusual personnel problems, decisions involving a high dollar impact referred to supervisor.

**SUPERVISORY RESPONSIBILITY:**

Provides functional guidance for administrative support needs.

AI-13268

16.A.2.

**Request for new Administrative Aide I position  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT  
**Submitted For:** Human Resources Department  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Comm. Court Executive Officer

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**Information**

**CAPTION**

Human Resources:

- a. Approval to create one (1) new regular full time Administrative Aide I position, slot no. 190-002-0010 and set salary at \$22,000.00.
- b. Approval of 2009 revised salary schedule

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

Link: [Revised Salary Schedule](#)

Link: [job description](#)

Link: [PAR - ADM. AIDE](#)

Link: [Fiscal Note](#)

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By        | Date                | Status |
|-----------|---------------------|--------------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez     | 01/08/2009 08:00 AM | APRV   |
| 2         | Damaris San Miguel  | Damaris San Miguel | 01/09/2009 04:13 PM | APRV   |
| 3         | Auditor's Office    |                    | 01/09/2009 05:30 PM | NEW    |

Form Started By: Sylvia Solis  
Started On: 01/07/2009 04:43 PM  
Final Approval Date: 01/09/2009

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**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

**1100-415-50-190-002-0**

**AI - 13268**

**HUMAN RESOURCES**

| Slot # | Obj Code | POSITION TITLE                        | 2008 BUDGETED SALARY | 2009 ADJUSTED SALARY | 2009 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2009 BUDGETED SALARY APPROVED | 2009 ACTUAL SALARY | Other Allowances |               |              |             |              | 2009 ACTUAL TOTAL COMPENSATION |
|--------|----------|---------------------------------------|----------------------|----------------------|------------------|--------|-----------------|----------------|-------------------------------|--------------------|------------------|---------------|--------------|-------------|--------------|--------------------------------|
|        |          |                                       |                      |                      |                  |        |                 |                |                               |                    | Longevity 115    | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 |                                |
| 1      | 112      | H.R. DIRECTOR/CIVIL SERVICE SECRETARY | 81,432.00            | 0.00                 | 81,432.00        | 0.05   | 4,071.60        | 0.00           | 85,504.00                     | 0.00               | 840.00           | 0.00          | 0.00         | 8,000.00    | 0.00         | 8,840.00                       |
| 2      | 113      | CHIEF ADMINISTRATOR                   | 55,000.00            | 0.00                 | 55,000.00        | 0.05   | 2,750.00        | 0.00           | 57,750.00                     | 0.00               | 780.00           | 0.00          | 0.00         | 3,500.00    | 0.00         | 4,280.00                       |
| 3      | 113      | EXECUTIVE ASST                        | 46,800.00            | 0.00                 | 46,800.00        | 0.05   | 2,340.00        | 0.00           | 49,140.00                     | 0.00               | 300.00           | 0.00          | 0.00         | 0.00        | 0.00         | 300.00                         |
| 4      | 113      | SPECIAL PROJECTS COORDINATOR          | 38,038.00            | 0.00                 | 38,038.00        | 0.05   | 1,901.90        | 0.00           | 39,940.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 5      | 113      | HR SPECIALIST II                      | 36,400.00            | 0.00                 | 36,400.00        | 0.05   | 1,820.00        | 0.00           | 38,220.00                     | 0.00               | 300.00           | 0.00          | 0.00         | 0.00        | 0.00         | 300.00                         |
| 6      | 113      | HR SPECIALIST                         | 31,200.00            | 0.00                 | 31,200.00        | 0.05   | 1,560.00        | 0.00           | 32,760.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 7      | 113      | HR SPECIALIST                         | 26,000.00            | 0.00                 | 26,000.00        | 0.05   | 1,300.00        | 700.00         | 28,000.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 8      | 113      | ADMIN AIDE                            | 22,392.00            | 0.00                 | 22,392.00        | 0.05   | 1,119.60        | 880.40         | 24,392.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 9      | 113      | ADMINISTRATIVE AIDE                   | 22,392.00            | 0.00                 | 22,392.00        | 0.05   | 1,119.60        | 880.40         | 24,392.00                     | 0.00               | 0.00             | 0.00          | 0.00         | 0.00        | 0.00         | 0.00                           |
| 10     | 113      | ADMINISTRATIVE AIDE I                 |                      |                      |                  |        |                 |                | 22,000.00                     |                    |                  |               |              |             |              |                                |
|        |          |                                       | 359,654.00           | 0.00                 | 359,654.00       |        | 17,982.70       | 2,460.80       | 402,098.00                    | 0.00               | 2,220.00         | 0.00          | 0.00         | 11,500.00   | 0.00         | 13,720.00                      |

Approval to create one (1) new Administrative Aide I position, slot no. 0010 budgeted at \$22,000.00.

## **HIDALGO COUNTY HUMAN RESOURCES DEPARTMENT**

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|                   |                            |                              |                   |
|-------------------|----------------------------|------------------------------|-------------------|
| <b>Job Title:</b> | <b>Administrative Aide</b> | <b>FLSA Status:</b>          | <b>Non-Exempt</b> |
| <b>Department</b> | <b>190-002</b>             | <b>Civil Service Status:</b> | <b>Non-Exempt</b> |

---

### **JOB SUMMARY**

Must provide clerical support for the administrative staff of the Human Resources Department, including answering telephones, greetings visitors, taking applications, making appointments, referrals, typing and filing. Employee must perform rotating duties as a receptionist and file clerk as directed.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Greets and assists visitors in a friendly and courteous manner.
- Answers telephone, makes referrals, takes messages and directs incoming calls appropriately.
- Receives and logs incoming applications
- A types form, correspondence and other materials as generated by department staff, proofreads all work for accuracy and neatness.
- Checks, classifies or alphabetizes materials in order to file all correspondence and applications.
- Duplicates, collates and prepares for mailing department reports, lists, correspondence, etc.
- Maintains department copy machine.
- Posts vacancy listing to various county locations.
- Answers telephone and greet the public in a friendly and courteous manner.
- Speaks in a clear and understandable manner and writes legibly.
- Runs errands to courthouse, payroll, post office and other work related areas.
- Performs other duties as requested.
- Sets up conference room for testing and/or meetings as assigned.
- Ability to work well with others.
- Regular attendance is a must
- Performs such other duties as may be assigned.
- **Individual selected for this position must be able to work overtime or adjust work hours to meet the needs of the department.**



## **QUALIFICATIONS 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. Individual selected for this position must be able to work overtime or adjust hours to meet the needs of the department. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

## **EDUCATION and/or EXPERIENCE**

- High school diploma or GED; plus
- Two (2) years of clerical/receptionist experience OR
- One (1) year of clerical/receptionist and minimum 30 college hours

## **CERTIFICATES, LICENSES, REGISTRATIONS**

- Employee must have a current valid Texas Motor Vehicle Operators license and current liability insurance.
- Must be able to be insured by the County's insurance carrier.
- Bilingual is preferred.

## **OTHER SKILLS AND ABILITIES**

- Working knowledge of business English, Spelling, and Arithmetic; office practices and procedures; departmental rules and regulations.
- Ability to understand and carry out oral and written instructions and to request clarification when needed.
- Ability to maintain established records and files.
- Ability to meet the public well and to deal effectively with questions or problems, seeking assistance when needed.
- Ability to establish and maintain effective working relationships with co-workers, employees, and officials in other departments.
- Ability to accurately type a minimum of (40) wpm.
- Good working knowledge of English, Grammar, Punctuation, Spelling style, etc.
- Bilingual Preferred.
- Ability to operated standard office machines.
- Knowledge of office procedures.
- Ability to demonstrate ability to learn to operate a computer.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

## **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

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

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

### **WORK ENVIRONMENT**

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

The noise level in the work environment is usually moderate.

### **SAFETY REQUIREMENTS**

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

- Sitting for extended periods of time
- Operating assigned equipment.

Maintain mental capacity, which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities.

Effectively handle a work environment and conditions, which involve:

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others.

### **ACCIDENT PREVENTION PROGRAM**

Required to follow all departments' safety regulations.



# HIDALGO COUNTY

## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Human Resources (190)

DATE: 01/08/09

CURRENT POSITION TITLE: n/a

CURRENT SLOT. #: none

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

### REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification\* ☐ Other \_\_\_\_\_

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

### POSITION SALARY REQUEST:

Salary Amount: \$ -0- Current Budgeted Salary \$ 22,000.00 Proposed Budgeted Salary \$ 22,000.00 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         | <input type="checkbox"/>            | Exempt     | <input type="checkbox"/>            |
| Non-Exempt     | <input checked="" type="checkbox"/> | Non-Exempt | <input checked="" type="checkbox"/> |
| N/A            | <input type="checkbox"/>            |            |                                     |

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

This position will add additional support due to increasing workload  
HR has countywide.

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

job description attached

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

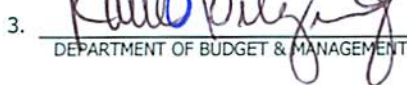
n/a

**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. <br>DEPARTMENT HEAD                   | 1/8/2009<br>DATE  | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 2. <br>HUMAN RESOURCES DIRECTOR          | 1/8/2009<br>DATE  | PERSONNEL PROCEDURES COMPLETED    | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 3. <br>DEPARTMENT OF BUDGET & MANAGEMENT | 1/09/2009<br>DATE | BUDGET PROCEDURES COMPLETED       | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 4. _____<br>COMMISSIONERS COURT APPROVAL                                                                                    | _____<br>DATE     | _____                             | _____                                                               |

**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: Raul Silguero, Budget Officer  
CC Date: Tuesday, January 13, 2009

Agenda Item: AI-13268

**Summary of request/proposal:**

HR Department is requesting approval to create one (1) Administrative Aide I position, slot no. 190-002-0010 budgeted at \$22,000.00.

| Fund | Position              | Slot# | Obj | Current Budgeted Salary | Adjustment/ Salary Requested | Total Adjustment/ Salary Requested |
|------|-----------------------|-------|-----|-------------------------|------------------------------|------------------------------------|
| 1100 | Administrative Aide I | 0010  | 113 | 0.00                    | 22,000.00                    | 22,000.00                          |
|      |                       |       |     |                         |                              |                                    |
|      |                       |       |     |                         |                              |                                    |
|      |                       |       |     |                         |                              |                                    |
|      |                       |       |     |                         |                              |                                    |
|      |                       |       |     |                         |                              |                                    |
|      |                       |       |     |                         |                              | 22,000.00                          |

**Budgetary Impact:**

| INCREASE/DECREASE<br>ACCOUNT NUMBER | ACCOUNT (OBJECT)<br>NAME          | AMOUNT    |
|-------------------------------------|-----------------------------------|-----------|
| 9-1100-415-50-190-002-0-113         | HUMAN RESOURCES- PERM F/T EMPL    | 22,000.00 |
| 9-1100-415-50-190-002-0-211         | HUMAN RESOURCES- HEALTH INSURANCE | 4,164.00  |
| 9-1100-415-50-190-002-0-212         | HUMAN RESOURCES- LIFE INSURANCE   | 33.00     |
| 9-1100-415-50-190-002-0-220         | HUMAN RESOURCES- FICA             | 1,683.00  |
| 9-1100-415-50-190-002-0-230         | HUMAN RESOURCES- RETIREMENT       | 1,984.40  |
| 9-1100-415-50-190-002-0-250         | HUMAN RESOURCES- UNEMPLOYMENT COM | 110.00    |
| 9-1100-415-50-190-002-0-260         | HUMAN RESOURCES- WORKER'S COMP    | 92.40     |
|                                     |                                   |           |
| 2009 Budgetary Impact               |                                   | 30,066.80 |

**2010 Budgetary Impact:** 30,066.80

**Possible Funding Sources:** General Fund

**Budget Office Recommendation:**

|  |
|--|
|  |
|  |
|  |

AI-13269

16.B.

**Interdept transfer from Co. Wide Admin. Vehicle Replacement to Co. Wide Admin Contingency**  
**CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT  
**Submitted For:** Dina Trevino  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management

---

**Information**

**CAPTION**

Countywide Administration - Contingency:  
Approval of 2009 interdepartmental transfer from Countywide Administration, program no. 076 to Countywide Administration - Contingency, program no. 002, in the amount of \$500,000.00 to fund unbudgeted expenditures for fiscal year 2009 (1100).

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2009  
**FUNDS AVAILABLE Y/N?:** Y

**ACCT. #:** 9-1100-415-00-115-0XX-0-XXX  
**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

9-1100-415-00-115-076-0-741 --> 9-1100-415-00-115-002-0-899 \$500,000.00 to fund contingency expenditures for year 2009. Funds available as of 1-7-09.

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**Attachments**

Link: Co. Wide Contingency transfer

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**Form Routing/Status**

| Route Seq | Inbox                   | Approved By    | Date                | Status |
|-----------|-------------------------|----------------|---------------------|--------|
| 1         | Ivan Cantu (Originator) | Ivan Cantu     | 01/08/2009 09:14 AM | APRV   |
| 2         | Budget & Management     | Veronica Lopez | 01/08/2009 09:30 AM | APRV   |
| 3         | Veronica Lopez          | Veronica Lopez | 01/08/2009 02:17 PM | APRV   |
| 4         | Auditor's Office        |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Ivan Cantu  
Started On: 01/07/2009 04:49 PM  
Final Approval Date: 01/09/2009

---

**DATE:** January 8, 2009

**DEPARTMENT HEAD:** Raul Silguero, Jr.

# 2009

## Transfer



**DEPARTMENT NAME:** Dept of Budget & Mgmt for Co.  
Wide Adm-Contingency

**ACCOUNT NUMBER:** 9-1100-415-00-115-0XX-0-XXX

**CONTACT PERSON:** Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

**SUBJECT:** Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

|         |                                                                                       |
|---------|---------------------------------------------------------------------------------------|
| REASON: | To fund Co. Wide contingency expenditures for fiscal year 2009 on an as needed basis. |
|---------|---------------------------------------------------------------------------------------|

**SIGNATURE**

**COMMISSIONERS COURT**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

ATTEST, COUNTY CLERK

AI-13282

16.C.

**Pct# 4 Drainage Improvement Project (1204) - Various accounts  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management

---

**Information**

**CAPTION**

Pct 4 Drainage Improvement Project (1204):  
Approval of 2009 interdepartmental transfer from Pct 4 Paved/Unpaved Roads to Pct 4  
Drainage Improvement Project (1204) in the total amount of \$60,371.00.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2009      **ACCT. #:** 9-1204-431-00-124-036-0-XXX  
**FUNDS AVAILABLE Y/N?:** Y      **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

9-1204-431-00-124-007-0-731-->9-1204-431-00-124-036-0-XXX \$60,371.00  
Available balance as of 1/8/09 \$392,000.00

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**Attachments**

Link: interdept transfer

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 01/09/2009 08:02 AM | APRV   |
| 2         | Roland Garcia       | Rolando Garcia | 01/09/2009 10:30 AM | APRV   |
| 3         | Auditor's Office    |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Manuel Chapa      Started On: 01/08/2009 02:27 PM  
Final Approval Date: 01/09/2009

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**ATTEST COUNTY CLERK**

**AI-13195**

**16.D.**

**Interfund transfer for fuel**

**CC REGULAR**

Date: 01/13/2009  
Submitted By: Mary Garcia, TAX OFFICE  
Submitted For: Armando Barrera Jr.  
Department: TAX OFFICE  
Agenda Category: Intradepartmental Transfers:

---

**Information**

**CAPTION**

Sheriff's Office:

Approval of 2009 interfund transfer from Tax Office (1246) to Sheriff's Office (1100) in the amount of \$16,000.00 for future gasoline/diesel expenditures.

**BACKGROUND**

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**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1XXX-4XX-XX-XX0-00X-0-682  
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

9-1246-415-15-140-003-0-682 --> 9-1100-421-00-280-001-0-682 \$ 16,000.00  
Available balance as of 01/08/09 \$20,000.00

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**Attachments**

Link: [Interfund Transfer- Sheriff](#)

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 01/06/2009 10:35 AM | APRV   |
| 2         | Ana Galvan          | Anna Galvan    | 01/07/2009 02:14 PM | APRV   |
| 3         | Veronica Lopez      | Veronica Lopez | 01/08/2009 02:37 PM | APRV   |
| 4         | Auditor's Office    |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Mary Garcia  
Started On: 01/06/2009 10:07 AM  
Final Approval Date: 01/09/2009

**INTERFUND TRANSFER****AI-13195****DATE** January 6, 2009**DEPARTMENT NAME:** Dept. of Budget & Management for Tax Office**ACCOUNT NUMBER:** 9-1XXX-4XX-XX-XX0-00X-0-682**SUBJECT:** **Interfund Transfer/s (transfers in/out) (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interfund transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government, Chapter 111, Subchapter C.

| INCREASE/DECREASE<br>ACCOUNT NUMBER |     | ACCOUNT (OBJECT)<br>NAME           | AMOUNT             |
|-------------------------------------|-----|------------------------------------|--------------------|
|                                     |     |                                    |                    |
| 9-1246-415-15-140-003-0             | 682 | Tax Office- Gasoline/Diesel        | (\$16,000.00)      |
| 9-1246-491-01-000-100-0             | 891 | Transfer Out-General Fund          | 16,000.00          |
| 9-1100-391-01-000-246-0             | 000 | Transfer In-T.A.C. Sp Veh Inv Fund | 16,000.00          |
| 9-1100-421-00-280-001-0             | 682 | Sheriff- Gasoline/Diesel           | 16,000.00          |
|                                     |     |                                    |                    |
|                                     |     |                                    |                    |
|                                     |     |                                    |                    |
|                                     |     |                                    |                    |
|                                     |     |                                    |                    |
|                                     |     |                                    |                    |
| TOTAL BUDGET INCREASE (DECREASE)    |     |                                    | <b>\$16,000.00</b> |

**Reason:** To allow our Fraud Investigators to have access to fuel at the Sheriff's department.

---

**DEPARTMENT HEAD SIGNATURE**

---

/ /  
**DATE**

---

**APPROVED COMMISSIONERS' COURT**

---

**ATTEST COUNTY CLERK**

AI-13283

16.E.

**Self Funded Health Insurance Program  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Angela Garcia, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management

---

**Information**

**CAPTION**

Presentation and discussion on status of Hidalgo County Self Funded Health Insurance Program.

**BACKGROUND**

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**Fiscal Impact**

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

Presentation Only. No fiscal impact.

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 01/08/2009 03:05 PM | APRV   |
| 2         | Dale Kennan         | Dale Kennan    | 01/08/2009 04:04 PM | APRV   |
| 3         | Auditor's Office    |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Angela Garcia  
Started On: 01/08/2009 03:00 PM

Final Approval Date: 01/09/2009

---

**Order Authorizing Issuance - C.O., Series 2009****CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Sergio Cruz, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management

**Information****CAPTION**

Presentation, discussion, consideration, and approval of an Order authorizing issuance, sale and delivery of Hidalgo County, Texas Certificates of Obligation, Series 2009; payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law and a limited pledge (never to exceed \$1000) from the surplus net revenues from the operation of the County's Parks as authorized pursuant to Chapter 320, Local Government Code; prescribing the terms and form thereof and interest thereon; authorizing the use of an official statement to be used in connection with the sale of the certificates; and making other provisions regarding such certificates and matters incident thereto.

**BACKGROUND**

Order to be presented by Bond Counsel and Financial Advisor during Commissioners Court meeting.

**Fiscal Impact****Attachments**

*No file(s) attached.*

**Form Routing/Status**

| Route Seq | Inbox                    | Approved By    | Date                | Status |
|-----------|--------------------------|----------------|---------------------|--------|
| 1         | Sergio Cruz (Originator) | Sergio Cruz    | 01/08/2009 12:00 PM | APRV   |
| 2         | Budget & Management      | Veronica Lopez | 01/08/2009 01:02 PM | APRV   |
| 3         | Manuel Chapa             | Manuel Chapa   | 01/09/2009 07:58 AM | APRV   |
| 4         | Auditor's Office         |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Sergio Cruz

Started On: 01/08/2009 09:07 AM

Final Approval Date: 01/09/2009

AI-13273

16.G.

**Interdept- Law Enf Contractual Services  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Veronica Lopez, BUDGET & MANAGEMENT  
**Submitted For:** Raul Silguero  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management

---

**Information**

**CAPTION**

Countywide Law Enforcement- Contractual Services:  
Approval of 2009 interdepartmental transfer from Countywide Administration -  
Contingency to Countywide Law Enforcement- Contractual Services (1100) in the  
amount of \$25,000.00 to fund awarded contract, for alcohol breath testing services as  
previously approved by CC on 01/06/09 (Item #15.A.6.) which was approved subject to  
funding.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1100-4XX-00-115-0XX-0-XXX  
**FUNDS AVAILABLE Y/N?:** Y/pending **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

9-1100-415-00-115-002-0-899 --> 9-1100-421-00-115-011-0-350 \$25,000.00  
Funds available pending AI-13269; available balance in acct  
#9-1100-421-00-115-011-0-350 "Co Wide Law Enf-Contractual Services" \$30,000.00 as  
of 1-7-09.

See AI- 13133 for CC 01-06-09

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**Attachments**

Link: Co. Wide Law Enforcement transfer

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 01/08/2009 09:34 AM | APRV   |
| 2         | Ivan Cantu          | Ivan Cantu     | 01/08/2009 09:58 AM | APRV   |
| 3         | Auditor's Office    |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Veronica Lopez  
Started On: 01/08/2009 08:31 AM  
Final Approval Date: 01/09/2009

---

**DATE:** January 8, 2009

**DEPARTMENT HEAD:** Raul Silguero, Jr.

# 2009

## Transfer



**DEPARTMENT NAME:** Dept of Budget & Mgmt for Co.  
Wide Law Enf.

**ACCOUNT NUMBER:** 9-1100-4XX-00-115-0XX-0-XXX

**CONTACT PERSON:** Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

**SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE/DECREASE<br>ACCOUNT NUMBER |     | ACCOUNT (OBJECT)<br>NAME |                      | AMOUNT      |
|-------------------------------------|-----|--------------------------|----------------------|-------------|
|                                     |     |                          |                      |             |
| FROM                                |     |                          |                      |             |
| 9-1100-415-00-115-002-0-            | 899 | Co. Wide Adm-            | Contingency          | (25,000.00) |
|                                     |     |                          |                      |             |
| TO                                  |     |                          |                      |             |
| 9-1100-421-00-115-011-0-            | 350 | Co. Wide Law Enf-        | Contractual Services | 25,000.00   |
|                                     |     |                          |                      |             |
|                                     |     |                          |                      |             |
|                                     |     |                          |                      |             |
|                                     |     |                          |                      |             |
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|                                     |     |                          |                      |             |
|                                     |     |                          |                      |             |
|                                     |     |                          |                      |             |
| TOTAL BUDGET INCREASE (DECREASE)    |     |                          |                      | 0.00        |

|         |                                                                                                                                                     |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| REASON: | To fund awarded contract for year 2009 for alcohol breath testing services as previously approved subject to funding by CC on 1-6-09 (item 15.A.6). |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------|

**SIGNATURE**

**COMMISSIONERS COURT**

DATE \_\_\_\_\_

**ATTEST, COUNTY CLERK**

## Emergency Declaration for Pct. 1 Drainage Improvement Project CC REGULAR

**Date:** 01/13/2009  
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT  
**Submitted For:** Sergio Cruz  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management

### Information

#### CAPTION

1. Pursuant to federal, state and local "Declaration of Emergency" approved on 7-28-08 due to Hurricane Dolly, approval and authorization to appropriate two hundred fifty thousand dollars (\$250,000.00) from the General Fund unreserved fund balance as per Texas Local Government Code Section 111.070 to address emergency expenditures related to Precinct No. 1 Drainage Improvement Project (program no. 052) improvements. (Funds are eligible for reimbursement from C.O., Series 2009 Precinct 1 allocation as per reimbursement resolution approved on October 7th, 2008/amended on December 16th, 2008)
2. Approval of appropriation of funds to Precinct 1 Drainage Improvement Project (1201) in the amount of \$637,458.84 (heavy equipment).

#### BACKGROUND

### Fiscal Impact

**FISCAL YEAR:** 2009      **ACCT. #:** 9-1201-431-00-121-052-0-742  
**FUNDS AVAILABLE Y/N?:** Y      **MATCHING FUNDS Y/N?:**

#### BUDGETARY IMPACT:

Appropriation of \$250,000.00 related to the Pct. 1 Drainage Improvement Project improvements. Funds available in the G/F unreserved fund balance as of 1-7-09. Appropriation of \$637,458.84 related to the Pct. 1 Drainage Improvement Project improvements. Funds available in the Pct. 1 R&B pending 2008 carry over.

Refer to Purchasing item AI-13212

### Attachments

Link: Pct. 1 Drainage Improv. transfer

Link: R&B Appropriation

### Form Routing/Status

| Route Seq | Inbox                   | Approved By    | Date                | Status |
|-----------|-------------------------|----------------|---------------------|--------|
| 1         | Ivan Cantu (Originator) | Ivan Cantu     | 01/08/2009 09:30 AM | APRV   |
| 2         | Sergio Cruz             | Sergio Cruz    | 01/09/2009 03:48 PM | APRV   |
| 3         | Budget & Management     | Veronica Lopez | 01/09/2009 03:50 PM | APRV   |



|                             |                  |              |                                 |      |
|-----------------------------|------------------|--------------|---------------------------------|------|
| 4                           | Sylvia Solis     | Sylvia Solis | 01/09/2009 04:38 PM             | APRV |
| 5                           | Auditor's Office |              | 01/09/2009 05:30 PM             | NEW  |
| Form Started By: Ivan Cantu |                  |              | Started On: 01/07/2009 05:02 PM |      |

Final Approval Date: 01/09/2009

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**DEPARTMENT HEAD:** Raul Silguero

## Transfer



**ACCOUNT NUMBER:** 9-1201-431-00-121-052-0-742

**SUBJECT:** Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

| INCREASE ACCOUNT<br>NUMBER(S)    | ACCOUNT (OBJECT)<br>NAME |                       | AMOUNT     |
|----------------------------------|--------------------------|-----------------------|------------|
| 9-1201-431-00-121-052-0-742      | Pct. 1 Drain Imprv Prj-  | Heavy Equipment       | 602,458.84 |
| 9-1201-431-00-121-052-0-674      | Pct. 1 Drain Imprv Prj-  | Pipes                 | 19,000.00  |
| 9-1201-431-00-121-052-0-748      | Pct. 1 Drain Imprv Prj-  | Other Equipment       | 7,000.00   |
| 9-1201-431-00-121-052-0-681      | Pct. 1 Drain Imprv Prj-  | Vehicle R&M Supplies  | 800.00     |
| 9-1201-431-00-121-052-0-663      | Pct. 1 Drain Imprv Prj-  | Small Tools           | 3,500.00   |
| 9-1201-431-00-121-052-0-664      | Pct. 1 Drain Imprv Prj-  | Other Minor Equipment | 4,700.00   |
|                                  |                          |                       |            |
|                                  |                          |                       |            |
|                                  |                          |                       |            |
|                                  |                          |                       |            |
|                                  |                          |                       |            |
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|                                  |                          |                       |            |
|                                  |                          |                       |            |
|                                  |                          |                       |            |
|                                  |                          |                       |            |
| TOTAL BUDGET INCREASE (DECREASE) |                          |                       | 637,458.84 |

Appropriation of funds for Heavy Equipment purchase for the Pct. 1 Drainage Imprvovement Project, refer to AI 13212 under Purchasing.

DATE \_\_\_\_\_

ATTEST COUNTY CLERK

AI-13271

16.I.

**Interdept transfer from Co. Wide Contingency to District Clerk for ACS Juror System**

**CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT  
**Submitted For:** Dina Trevino  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management

---

**Information**

**CAPTION**

District Clerk:

Approval of 2009 interdepartmental transfer from Countywide Administration - Contingency to District Clerk - Computer Services (1100) in the amount of \$42,000.00 to fund the ACS Juror System contract as previously approved by CC on 1-6-09 (item 15.E.1), which was approved subject to funding.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1100-41X-00-XXX-00X-0-XXX

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

**BUDGETARY IMPACT:**

9-1100-415-00-115-002-0-899 --> 9-1100-412-00-090-001-0-336 \$42,000.00 to cover the year 2009 contract with ACS for Juror software. Funds available pending interdept transfer for \$500,000.00, refer to AI #13269

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**Attachments**

Link: District Clerk Juror System transfer

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**Form Routing/Status**

| Route Seq | Inbox                   | Approved By    | Date                | Status |
|-----------|-------------------------|----------------|---------------------|--------|
| 1         | Ivan Cantu (Originator) | Ivan Cantu     | 01/08/2009 08:48 AM | APRV   |
| 2         | Budget & Management     | Veronica Lopez | 01/08/2009 08:51 AM | APRV   |
| 3         | Sylvia Solis            | Sylvia Solis   | 01/08/2009 09:28 AM | APRV   |
| 4         | Auditor's Office        |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Ivan Cantu  
Started On: 01/07/2009 04:57 PM

Final Approval Date: 01/09/2009

---

**DATE:** January 8, 2009

**DEPARTMENT HEAD:** Raul Silguero, Jr.

# 2009

## Transfer



**DEPARTMENT NAME:** Dept of Budget & Mgmt for District Clerk

**ACCOUNT NUMBER:** 9-1100-41X-00-XXX-00X-0-XXX

**CONTACT PERSON:** Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

**SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE/DECREASE<br>ACCOUNT NUMBER |     | ACCOUNT (OBJECT)<br>NAME |                   | AMOUNT      |
|-------------------------------------|-----|--------------------------|-------------------|-------------|
|                                     |     |                          |                   |             |
| FROM                                |     |                          |                   |             |
| 9-1100-415-00-115-002-0-            | 899 | Co. Wide Adm-            | Contingency       | (42,000.00) |
|                                     |     |                          |                   |             |
|                                     |     |                          |                   |             |
| TO                                  |     |                          |                   |             |
| 9-1100-412-00-090-001-0-            | 336 | District Clerk-          | Computer Services | 42,000.00   |
|                                     |     |                          |                   |             |
|                                     |     |                          |                   |             |
|                                     |     |                          |                   |             |
|                                     |     |                          |                   |             |
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|                                     |     |                          |                   |             |
|                                     |     |                          |                   |             |
|                                     |     |                          |                   |             |
| TOTAL BUDGET INCREASE (DECREASE)    |     |                          |                   | 0.00        |

|         |                                                                                                                            |
|---------|----------------------------------------------------------------------------------------------------------------------------|
| REASON: | <b>To fund ACS Juror system contract as approved by CC on 1-6-09 (item 15.E.1), which was approved subject to funding.</b> |
|---------|----------------------------------------------------------------------------------------------------------------------------|

**SIGNATURE**

**COMMISSIONERS COURT**

/ /

---

**DATE**

ATTEST, COUNTY CLERK

AI-13270

16.J.

**Interdepartmental Transfer to Insurance - Claims and Judgements  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Rolando Garcia, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management

---

**Information**

**CAPTION**

**Insurance - Claims & Judgements:**

Approval of interdepartmental transfer from Countywide Administration - Contingency to Insurance - Claims and Judgements (1100) in the amount of \$75,000

**BACKGROUND**

To fund year end expenditures.

---

**Fiscal Impact**

**FISCAL YEAR:** 2008  
**FUNDS AVAILABLE Y/N?:** Y

**ACCT. #:** 8-1100-41X-00-115-0XX-0-XXX  
**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

8-1100-415-00-115-002-0-899-->8-1100-419-00-115-025-0-820; \$75,000.00

Funds available as of 01/07/09.

---

**Attachments**

Link: Interdept Transfer - Insurance

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 01/08/2009 08:01 AM | APRV   |
| 2         | Sylvia Solis        | Sylvia Solis   | 01/08/2009 09:12 AM | APRV   |
| 3         | Auditor's Office    |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Rolando Garcia  
Started On: 01/07/2009 04:51 PM  
Final Approval Date: 01/09/2009

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**DATE:** January 7, 2009

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department of Budget & Management for Insurance (1100)

**ACCOUNT NUMBER:** 8-1100-41X-00-115-0XX-0-XXX

**SUBJECT: Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

**Contact:** Rolando Garcia  
**Ph#:** 292-7025 Ext. 5761

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).

[illegible]

**REASON:**  
**TRANSFER TO COVER YEAR END EXPENDITURES**

DEPARTMENT HEAD SIGNATURE

**APPROVED COMMISSIONERS' COURT**

DATE \_\_\_\_\_

ATTEST COUNTY CLERK



AI-13245

17.A.4.

**Sign Language Interpreting Services  
CC REGULAR**

**Date:** 01/13/2009

**Submitted By:** Sandra Montalvo, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

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

---

**Information**

**CAPTION**

Requesting authority to advertise and approval of procurement packet (i.e. specifications and draft contract) as attached hereto for: Hidalgo County-"Sign Language Interpreting Services" Bid No. 2009-024

**BACKGROUND**

Proposed Schedule of Events:

1st Advertisement: January 17, 2009

2nd Advertisement: January 24, 2009

Bid Opening Date: February 4, 2009

---

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** object code 339 all funds

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

This is a countywide contract for calendar year 2009. Services are rendered on an as needed basis. Please refer to attached expense report for object code 339 "Other Professional Services" for funding availability as of 1-7-09.

---

**Attachments**

Link: contract

Link: Memo's & Specifications

Link: Object code 339 2009 expense report as of 1-8-09

---

**Form Routing/Status**

| Route Seq                        | Inbox                 | Approved By    | Date                            | Status |
|----------------------------------|-----------------------|----------------|---------------------------------|--------|
| 1                                | Purchasing Department | Marty Salazar  | 01/07/2009 04:08 PM             | APRV   |
| 2                                | Budget & Management   | Veronica Lopez | 01/08/2009 07:50 AM             | APRV   |
| 3                                | Ivan Cantu            | Ivan Cantu     | 01/08/2009 01:33 PM             | APRV   |
| 4                                | Auditor's Office      |                | 01/09/2009 05:30 PM             | NEW    |
| Form Started By: Sandra Montalvo |                       |                | Started On: 01/07/2009 10:49 AM |        |

Final Approval Date: 01/09/2009

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THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HIDALGO     §

**SERVICE CONTRACT**  
**C-09-024-00-00**

THIS CONTRACT is made and entered into this\_\_day of\_\_, **2009**, by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and \_\_\_\_\_ a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for “ **Sign Language Interpreting Services on a (AS NEEDED BASIS)**” for **Hidalgo County** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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

3. This Contract shall be for a period beginning \_\_\_\_\_ and ending on \_\_\_\_\_ and may be extended at the sole discretion of County for an additional two (2) years period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

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

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

submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo**  
**Attn: County Judge**

**100 E. Cano  
Edinburg, Texas 78539**

If to Company

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**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: \_\_\_\_\_

# MEMORANDUM

**To:** All Department Heads

**From:** Sandra Montalvo, Buyer  
Hidalgo County Purchasing Dept.

**Date:** December 11, 2008

**Re:** RFB No. 2008-347-00-00-SMA-HIDALGO COUNTY-"Sign Language Interpreting Services"

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 <input type="checkbox"/>                                                                    | DISAPPROVE <input type="checkbox"/> |
| APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/> <i>Page 1 of 5</i><br><i>5 of 5</i> |                                     |

FUNDS AVAILABILITY: ☒ YES / ☐ NO / ☐ Other

(Specify) *All such Expenses will be paid From budgeted State Funds.*

BUDGET ACCOUNT #: *0-1297-423-00-320-002-9-339*

*[Signature]*  
AUTHORIZED SIGNATURE

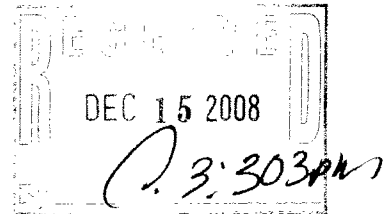
*Joe Lopez*  
PRINTED NAME

*12/15/08*  
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](mailto:sandra.montalvo@co.hidalgo.tx.us) by no**  
**later than Tuesday, December 16, 2008 @ 12:00p.m.**

Enclosures

# MEMORANDUM



**To:** All Department Heads

**From:** Sandra Montalvo, Buyer  
Hidalgo County Purchasing Dept.

**Date:** December 11, 2008

**Re:** RFB No. 2008-347-00-00-SMA-HIDALGO COUNTY-"Sign Language Interpreting Services"

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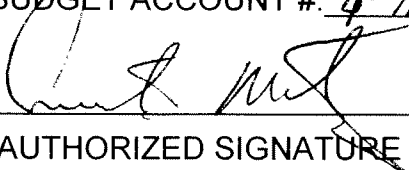
If you have any questions, please call me at (956) 318-2626 ext# 4865.

|                                                      |                                     |
|------------------------------------------------------|-------------------------------------|
| APPROVE <input checked="" type="checkbox"/>          | DISAPPROVE <input type="checkbox"/> |
| APPROVED WITH MODIFICATIONS <input type="checkbox"/> |                                     |

FUNDS AVAILABILITY: ☒ YES / ☐ NO / ☐ Other

(Specify) \_\_\_\_\_

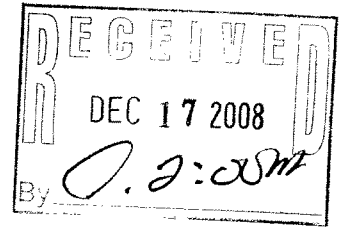
BUDGET ACCOUNT #: 9-1100-421-00-280-001-0-339

|                                                                                     |                    |                 |
|-------------------------------------------------------------------------------------|--------------------|-----------------|
|  | <u>A. MARTINEZ</u> | <u>12-15-08</u> |
| 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](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than Tuesday, December 16, 2008 @ 12:00p.m.**

Enclosures





## MEMORANDUM

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**From:** Sandra Montalvo, Buyer  
Hidalgo County Purchasing Dept.

**Date:** December 11, 2008

**Re:** RFB No. 2008-347-00-00-SMA-HIDALGO COUNTY-"Sign Language Interpreting Services"

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If you have any questions, please call me at (956) 318-2626 ext# 4865.

|                                                      |                                     |
|------------------------------------------------------|-------------------------------------|
| APPROVE <input checked="" type="checkbox"/>          | DISAPPROVE <input type="checkbox"/> |
| APPROVED WITH MODIFICATIONS <input type="checkbox"/> |                                     |

FUNDS AVAILABILITY: \_\_\_\_\_ YES / \_\_\_\_\_ NO / \_\_\_\_\_ Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: \_\_\_\_\_

*Aida Salinas Flores*

AUTHORIZED SIGNATURE

AIDA SALINAS FLORES

PRINTED NAME

12/17/08

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](mailto:sandra.montalvo@co.hidalgo.tx.us) by no**  
**later than Tuesday, December 16, 2008 @ 12:00p.m.**

Enclosures

**EXHIBIT "A"**  
**HIDALGO COUNTY**  
**"Sign Language Interpreting Services"**  
**RFB: 2009-024-00-00-SMA**

**SPECIFICATIONS/REQUIREMENTS**

**SCOPE OF SERVICES**

The intent of this solicitation is to acquire the services of a sign language interpreting firm (Vendor) for all County agencies on an as-needed and emergency basis.

More than one award may be made under this solicitation to assure complete coverage for the County's needs throughout the contract term.

**SPECIFICATIONS/REQUIREMENTS:**

1. Vendor shall maintain a staff of certified interpreters who will be able to respond to emergency needs 24 hours each day with a 2-hour response time.
2. Vendor must maintain such records as may be required by the specialized needs of the various County departments requiring the services.
3. Vendor shall provide certified interpreting services to the County relating to matters, including but not limited to:
  - A. Court related
  - B. Law enforcement related matters
  - C. Health and mental health clinic visits
  - D. Social services needs
  - E. Engineering/technical meetings/workshops
  - F. Staff meetings
  - G. Public meetings
  - H. Probation Related Matters
5. Vendor must work closely with County personnel to ensure full participation by all hearing impaired persons in the relationship with the County.
6. Vendor must maintain adequate interpreting resources to cover all assignments made with advance notice. Vendor must provide the County with all data about their interpreting pool including number of interpreters available, number of certified interpreters, number certified interpreters with legal specialization, and the names of the primary people and their certification level, who will be providing services under this contract
7. Vendor must maintain a schedule of "on call" certified interpreters who will respond promptly to emergency needs 24 hours each day with a 2-hour response time.
8. Vendor must guarantee that each interpreter assigned is certified to provide the highest quality of communication for the situation and for the individual(s) being served.
9. Vendor must maintain a detailed record regarding each assignment placed against the contract.
10. Vendor shall ask for a purchase order number for the services rendered that will be requested by authorized County personnel.
11. If vendor fails to honor the promised assignment date for any reason shall result in the provision of a like period of services for the County at no charge.
12. If Vendor fails to honor scheduled assignments this may result in contract termination.
13. If in any event, a department requires more than two hours of interpreting services, the Vendor

- must provide a second interpreter as a back up and relief.
14. Vendor shall be on a cost per hour for interpreting services from the time that the interpreter arrives at the scene or the time of the appointment previously scheduled until completion of the service. No travel or portal to portal rates will be accepted by the County. Pricing for on-site interpreting services shall be based on the schedule in the bid page (Exhibit B) form enclosed. No more than one interpreter shall be sent in response to a service request unless the use of additional interpreters is pre-approved and ordered by the requesting department

#### INTERPRETING SERVICES:

- . Business Service Requests: It is understood and agreed that here are 2 categories for Business hour request, which includes *Business Hour Requests with at least 24 hour notice*, and *Business Hour Requests with 2 to 23 hours and 59 minutes in advance*. It is understood and agreed that the County will pay the higher business hour rate when notice is given 2 to 23 hours and 59 min. in advance.

Extended Service Requests: An extended service hour is any scheduled interpreting situations which begins after 6:00 p.m. and before 8:00 a.m., Monday through Friday and Weekends. Weekend interpreting services is any scheduled interpreting situation which occurs anytime on Saturday or Sunday.

- . Emergency/Holidays:
- When an emergency situation arises, the department staff or designated representative will call the Vendor's emergency telephone number, and request the emergency services of a certified on-call interpreter.
  - The Vendor must be able to provide interpreters within two (2) hours of receiving request for emergency services.
  - Emergency interpreting service situations within proceedings of state agencies, courts, and political subdivisions are defined as essential situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night.
  - Holiday Interpreting service situations are defined as applying to any Federal, or County observed holiday.

When making requests (phone, e-mail or fax) authorized County personnel will provide the following information:

- Date, time and expected duration of the assignment.
- Location (street address, room number) of the assignment.
- Name and phone number of an on-site contact person.
- Special information pertinent to the appropriate placement of an interpreter (type of meeting, communication preference of the client).
- Name of deaf or hard of hearing client(s) when possible.
- Number of interpreters required.

#### STAFFING/INTERPRETERS AVAILABLE

The Vendor shall provide with its bid response:

- A. Type(s) of certification held by the interpreters
- B. Number of CERTIFIED interpreters available.
- C. The extent of training and evaluation of interpreters provided by the Vendor

- D. Names of primary certified interpreters who will be providing the services
- E. A discussion on the Vendor's quality control program and how vendor will work with the County's Representatives on procedures reviews of interpreting program.

REFERENCES:

Provide references where similar services have been provided by the firm.

BID PRICES:

Prices shall remain firm for the period of the contract. Bidder must include any and all cost in the hourly rate price entered in Exhibit "B" Bid Page.

TERM OF CONTRACT:

- A. The Contract unit prices will remain firm for an initial one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) year terms under the same rates, terms and conditions.
- B. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for new contract term.
- C. If, during the life of the contract, the successful bidder prices generally available for items awarded are reduced or below the contract price, it is understood and agreed that the benefits of such reduction be extended to the County.

METHOD OF AWARD:

Award, if any, will be made to the responsible bidder(s) submitting the lowest bid prices for the items(s) as specified in Exhibit "B"-Bid Page and meeting all the requirements/and or specifications

PAYMENT PROCEDURES

The Vendor will prepare an itemized invoice with attached documentation for each service rendered including the purchase order number, date and time of service. Emergency calls under this network will be included on the itemized invoices submitted to the County Department.

QUALIFICATIONS

The Vendor must have the following qualifications but not limited to the following:

- A. Be regularly engaged in the sign language interpreting business.
- B. Have available under direct supervision and employment, the necessary organization and facilities to properly fulfill the services required in a timely manner.
- C. Have available certified interpreters with the minimum of two (2) years experience in sign language interpretation for the hearing impaired.
- D. Provide certified interpreters to perform sign language interpretation fluently. Hidalgo County reserves the option to request replacement interpreter(s) after the service period has begun if necessary; and at any other time deemed necessary.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

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

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

**2. Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

**3. Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

**4. Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

**5. Dollar Limit to Price Changes:** The total increase in contract price shall not exceed

twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by NO LATER THAN WEDNESDAY, month, date, year BY 5:00 P.M.** Responses will be sent to all applicants via facsimile or e-mail by no **later than FRIDAY, month, day, year BY 5:00 P.M.**

Run Date 01/08/09 11:29 AM

## Hidalgo County

Page No 1

For 01/01/09 - 01/31/10

## Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

| Account No/Description            |                                          | Adjusted<br>Budget  | Y-T-D<br>Encumb  | Period<br>Expended | Y-T-D<br>Expended | Available<br>Balance | Percent<br>Used |
|-----------------------------------|------------------------------------------|---------------------|------------------|--------------------|-------------------|----------------------|-----------------|
| <b>1100 GENERAL FUND</b>          |                                          |                     |                  |                    |                   |                      |                 |
| 9-1100-412-00-090-001-0-339       | DIST CLERK-OTHER PROFESSIONAL SERVICES   | 3,000.00            | .00              | .00                | .00               | 3,000.00             | .00             |
| 9-1100-413-30-115-017-0-339       | CO COMM-OTHER PROFESSIONAL SERVICES      | 3,100.00            | .00              | .00                | .00               | 3,100.00             | .00             |
| 9-1100-414-00-130-001-0-339       | ELECTIONS DEPT-OTHER PROFESSIONAL SRV    | 1,500.00            | .00              | .00                | .00               | 1,500.00             | .00             |
| 9-1100-415-00-150-002-0-339       | BAIL BOND BOARD-OTHER PROFESSIONAL SRV   | 6,000.00            | .00              | .00                | .00               | 6,000.00             | .00             |
| 9-1100-415-14-115-001-0-339       | DBM-BUDGET DIV-OTHER PROFESSIONAL SERV   | 68,500.00           | .00              | .00                | .00               | 68,500.00            | .00             |
| 9-1100-415-15-140-001-0-339       | TAX OFF-OTHER PROFESSIONAL SERVICES      | 100.00              | .00              | .00                | .00               | 100.00               | .00             |
| 9-1100-415-19-115-020-0-339       | ARBITRAGE CALC-OTHER PROFESSIONAL SRV    | 5,000.00            | .00              | .00                | .00               | 5,000.00             | .00             |
| 9-1100-415-30-115-021-0-339       | GENERAL LITIGATION-OTHER PROFESSIONAL    | 350,000.00          | .00              | .00                | .00               | 350,000.00           | .00             |
| 9-1100-415-40-180-001-0-339       | CO CLERK-OTHER PROFESSIONAL SERVICES     | 2,000.00            | .00              | .00                | .00               | 2,000.00             | .00             |
| 9-1100-415-40-180-002-0-339       | CO CLERK RECORD ARCHIVE-OTHER PROF SRVS  | 1.00                | .00              | .00                | .00               | 1.00                 | .00             |
| 9-1100-415-50-190-001-0-339       | CIVIL SERVICE-OTHER PROFESSIONAL SERVICE | 17,500.00           | .00              | .00                | .00               | 17,500.00            | .00             |
| 9-1100-419-40-220-001-0-339       | GEN GOVT BLDG-OTHER PROFESSIONAL SERV    | 5,000.00            | .00              | .00                | .00               | 5,000.00             | .00             |
| 9-1100-419-50-115-059-0-339       | DBM-SAFETY DIV-OTHER PROFESSIONAL SRV    | 84,000.00           | 70,000.00        | .00                | .00               | 14,000.00            | 83.33           |
| 9-1100-421-00-280-001-0-339       | SHERIFF-OTHER PROFESSIONAL SERVICES      | 126,840.00          | 500.00           | .00                | .00               | 126,340.00           | .39             |
| 9-1100-421-53-123-041-0-339       | RURAL AMBULANCE-OTHER PROFESSIONAL SRV   | 150,000.00          | .00              | .00                | .00               | 150,000.00           | .00             |
| 9-1100-423-21-280-002-0-339       | JAIL-OTHER PROFESSIONAL SERVICES         | 150,000.00          | 15,000.00        | .00                | .00               | 135,000.00           | 10.00           |
| 9-1100-423-32-330-001-0-339       | JUV DET HM-OTHER PROFESSIONAL SERVICES   | 40,000.00           | .00              | .00                | .00               | 40,000.00            | .00             |
| 9-1100-423-60-330-002-0-339       | JUV PROB-OTHER PROFESSIONAL SERVICES     | 45,000.00           | .00              | .00                | .00               | 45,000.00            | .00             |
| 9-1100-441-00-340-001-0-339       | HEALTH ADM-OTHER PROFESSIONAL SRV        | 2,000.00            | .00              | .00                | .00               | 2,000.00             | .00             |
| 9-1100-441-00-340-003-0-339       | HEALTH CLINICS-OTHER PROFESSIONAL SRV    | 15,000.00           | .00              | .00                | .00               | 15,000.00            | .00             |
| <b>1100 GENERAL FUND</b>          |                                          | <b>1,074,541.00</b> | <b>85,500.00</b> | <b>.00</b>         | <b>.00</b>        | <b>989,041.00</b>    | <b>7.96</b>     |
| <b>1200 R&amp;B COUNTY WIDE</b>   |                                          |                     |                  |                    |                   |                      |                 |
| 9-1200-431-00-260-001-0-339       | R-O-W DEPT-OTHER PROFESSIONAL SERVICES   | 7,000.00            | .00              | .00                | .00               | 7,000.00             | .00             |
| <b>1200 R&amp;B COUNTY WIDE</b>   |                                          | <b>7,000.00</b>     | <b>.00</b>       | <b>.00</b>         | <b>.00</b>        | <b>7,000.00</b>      | <b>.00</b>      |
| <b>1201 R&amp;B PRECINCT NO.1</b> |                                          |                     |                  |                    |                   |                      |                 |
| 9-1201-431-00-121-005-0-339       | PCT.1 P/U RD-OTHER PROFESSIONAL SERVICES | 20,000.00           | .00              | .00                | .00               | 20,000.00            | .00             |
| <b>1201 R&amp;B PRECINCT NO.1</b> |                                          | <b>20,000.00</b>    | <b>.00</b>       | <b>.00</b>         | <b>.00</b>        | <b>20,000.00</b>     | <b>.00</b>      |
| <b>1202 R&amp;B PRECINCT NO.2</b> |                                          |                     |                  |                    |                   |                      |                 |
| 9-1202-431-00-122-006-0-339       | PCT.2 P/U RD-OTHER PROFESSIONAL SERVICES | 22,550.00           | .00              | .00                | .00               | 22,550.00            | .00             |
| <b>1202 R&amp;B PRECINCT NO.2</b> |                                          | <b>22,550.00</b>    | <b>.00</b>       | <b>.00</b>         | <b>.00</b>        | <b>22,550.00</b>     | <b>.00</b>      |
| <b>1203 R&amp;B PRECINCT NO.3</b> |                                          |                     |                  |                    |                   |                      |                 |

Run Date 01/08/09 11:29 AM

**Hidalgo County**

Page No 2

For 01/01/09 - 01/31/10

**Expenditure Summary Report**

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

| <u>Account No/Description</u>                                        | <u>Adjusted<br/>Budget</u> | <u>Y-T-D<br/>Encumb</u> | <u>Period<br/>Expended</u> | <u>Y-T-D<br/>Expended</u> | <u>Available<br/>Balance</u> | <u>Percent<br/>Used</u> |
|----------------------------------------------------------------------|----------------------------|-------------------------|----------------------------|---------------------------|------------------------------|-------------------------|
| <b>1203 R&amp;B PRECINCT NO.3</b>                                    |                            |                         |                            |                           |                              |                         |
| 9-1203-431-00-123-005-0-339 PCT.3 P/U RD-OTHER PROFESSIONAL SERVICES | 7,000.00                   | 75.00                   | .00                        | .00                       | 6,925.00                     | 1.07                    |
| <b>1203 R&amp;B PRECINCT NO.3</b>                                    | <b>7,000.00</b>            | <b>75.00</b>            | <b>.00</b>                 | <b>.00</b>                | <b>6,925.00</b>              | <b>1.07</b>             |
| <b>1204 R&amp;B PRECINCT NO.4</b>                                    |                            |                         |                            |                           |                              |                         |
| 9-1204-431-00-124-007-0-339 PCT.4 P/U RD-OTHER PROFESSIONAL SERVICES | 5,000.00                   | .00                     | .00                        | .00                       | 5,000.00                     | .00                     |
| <b>1204 R&amp;B PRECINCT NO.4</b>                                    | <b>5,000.00</b>            | <b>.00</b>              | <b>.00</b>                 | <b>.00</b>                | <b>5,000.00</b>              | <b>.00</b>              |
| <b>1212 PARKS PRECINCT NO.2</b>                                      |                            |                         |                            |                           |                              |                         |
| 9-1212-452-00-122-008-0-339 PARKS PCT.2-OTHER PROFESSIONAL SERVICES  | 1,000.00                   | .00                     | .00                        | .00                       | 1,000.00                     | .00                     |
| <b>1212 PARKS PRECINCT NO.2</b>                                      | <b>1,000.00</b>            | <b>.00</b>              | <b>.00</b>                 | <b>.00</b>                | <b>1,000.00</b>              | <b>.00</b>              |
| <b>1222 DISTRICT ATTORNEY BAD CHECK PROCESSING</b>                   |                            |                         |                            |                           |                              |                         |
| 9-1222-412-00-080-006-0-339 DA BAD CK-OTHER PROFESSIONAL SERVICES    | 2,000.00                   | .00                     | .00                        | .00                       | 2,000.00                     | .00                     |
| <b>1222 DISTRICT ATTORNEY BAD CHECK PROCESSING</b>                   | <b>2,000.00</b>            | <b>.00</b>              | <b>.00</b>                 | <b>.00</b>                | <b>2,000.00</b>              | <b>.00</b>              |
| <b>1239 COURT REPORTER SERVICE FUND</b>                              |                            |                         |                            |                           |                              |                         |
| 9-1239-412-00-115-043-0-339 COURT REPORTER-OTHER PROFESSIONAL SRV    | 154,057.25                 | .00                     | .00                        | .00                       | 154,057.25                   | .00                     |
| <b>1239 COURT REPORTER SERVICE FUND</b>                              | <b>154,057.25</b>          | <b>.00</b>              | <b>.00</b>                 | <b>.00</b>                | <b>154,057.25</b>            | <b>.00</b>              |
| <b>1252 HIDTA FEDERAL SHARING US TREASURY</b>                        |                            |                         |                            |                           |                              |                         |
| 9-1252-412-00-270-012-0-339 HIDTA US TREASURY-OTHER PROF SERVICES    | 2,000.00                   | .00                     | .00                        | .00                       | 2,000.00                     | .00                     |
| <b>1252 HIDTA FEDERAL SHARING US TREASURY</b>                        | <b>2,000.00</b>            | <b>.00</b>              | <b>.00</b>                 | <b>.00</b>                | <b>2,000.00</b>              | <b>.00</b>              |
| <b>1295 POST ADJUDICATION JUVENILE BOOT CAMP</b>                     |                            |                         |                            |                           |                              |                         |
| 9-1295-423-00-330-028-0-339 WESL B/C-OTHER PROFESSIONAL SERVICES     | 1,000.00                   | .00                     | .00                        | .00                       | 1,000.00                     | .00                     |
| <b>1295 POST ADJUDICATION JUVENILE BOOT CAMP</b>                     | <b>1,000.00</b>            | <b>.00</b>              | <b>.00</b>                 | <b>.00</b>                | <b>1,000.00</b>              | <b>.00</b>              |
| <b>2201 SELF-FUNDED HEALTH INSURANCE</b>                             |                            |                         |                            |                           |                              |                         |
| 9-2201-415-00-115-009-0-339 DBM-HEALTH INS ADM-OTHER PROFESSIONAL SR | 37,515.00                  | .00                     | .00                        | .00                       | 37,515.00                    | .00                     |
| <b>2201 SELF-FUNDED HEALTH INSURANCE</b>                             | <b>37,515.00</b>           | <b>.00</b>              | <b>.00</b>                 | <b>.00</b>                | <b>37,515.00</b>             | <b>.00</b>              |
| <b>2202 SELF-FUNDED WORKERS' COMP</b>                                |                            |                         |                            |                           |                              |                         |
| 9-2202-419-50-115-065-0-339 DBM-W/C DIV-OTHER PROFESSIONAL SERV      | 6,615.00                   | .00                     | .00                        | .00                       | 6,615.00                     | .00                     |
| <b>2202 SELF-FUNDED WORKERS' COMP</b>                                | <b>6,615.00</b>            | <b>.00</b>              | <b>.00</b>                 | <b>.00</b>                | <b>6,615.00</b>              | <b>.00</b>              |
| <b>9 YEAR</b>                                                        | <b>1,340,278.25</b>        | <b>85,575.00</b>        | <b>.00</b>                 | <b>.00</b>                | <b>1,254,703.25</b>          | <b>6.38</b>             |



AI-13231

17.A.5.

**Extension of Acceptance date for RFQs for County Pool of Professional Services**

**CC REGULAR**

**Date:** 01/13/2009

**Submitted By:** Moises Salazar, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

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

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**Information**

**CAPTION**

A. Pursuant to Texas Local Government Code, 262.026 (a), notification and ratification of extension of RFQ opening date (issued through Addendum #1 by Purchasing Agent) from January 14, 2009 to January 28, 2009 for all professional services as follow:

1. Architectural Services (RFQ No. 2009-027-01-14-LRM)
2. Engineering Services (RFQ No. 2009-028-01-14-MSS)
3. Real Estate Appraisers (RFQ No. 2009-029-01-14-MSS)
4. Surveyors (RFQ No. 2009-030-01-14-MSS)
5. Construction Materials Testing (RFQ No. 2009-013-01-14-YSI)

so as to allow more time for timely submission of statements of qualifications to potential participants;

B. Ratification of the publication of an advertisement of "Extension" of acceptance date of RFQs noted in item A above from 1-14-09 to 1-28-09.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** all funds object code 334 & 339

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available for 2009 calendar year as of 1-7-09. CIP funds and grant funds roll over for calendar year 2009 once period 13 closes. Services are on an 'as needed basis'.

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**Attachments**

Link: Agenda Minutes -CC approved authority

Link: Expense Report object code 334

Link: Expense Report object code 339

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**Form Routing/Status**

Route Seq Inbox

Approved By Date

Status

|   |                       |                |                     |      |
|---|-----------------------|----------------|---------------------|------|
| 1 | Purchasing Department | Marty Salazar  | 01/07/2009 03:22 PM | APRV |
| 2 | Budget & Management   | Veronica Lopez | 01/07/2009 03:26 PM | APRV |
| 3 | Ivan Cantu            | Ivan Cantu     | 01/07/2009 03:42 PM | APRV |
| 4 | Auditor's Office      | Linda Fong     | 01/07/2009 05:30 PM | APRV |

Form Started By: Moises Salazar

Started On: 01/06/2009 04:50 PM

Final Approval Date: 01/07/2009

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NO ACTION taken on this item.

Commissioner Flores stepped away from the Court.

- b) **Presentation for consideration, discussion, and approval a request by the Hidalgo County Sheriff's Department to "retain/roll over" the following Purchase Order #'s : 520226,524119,524378,524470,524535,524940,526265(copies attached hereto) encumbered through the 2003 budget inasmuch as goods and or services have not been received or completed;**

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

- c) **County Auditor's Report on Detention Facility Law Enforcement Center Project paid and pending payment request approval;**  
d) **Discussion and possible action on-site projects on site of the New Adult Detention Facility and Law Enforcement Center including, but not limited to, structures (i.e. Shooting Range Facility, Jogging Track, Driver Training Track, Parking Lot(s) and Utility Extensions, under or anticipated construction on site and preliminary information and request for clarification and direction on the possible construction options for additional pod(s) with staffing and maintenance and operations analysis and status of a request for qualification for architectural services pending clarifications on ownership of architectural documents;**

NO ACTION taken on this item.

4. **Presentation for discussion, consideration, acceptance and approval of claims/invoices with authority for Auditor to issue payment after review, audit and processing procedures completed for the following: "Exhibit A" attached hereto.**

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

5. **Recommending award of bid and approval of contract for "Auctioneer Services", to low bidder meeting all requirements. A fully executed copy of the contract will be forwarded to the Hidalgo County Budget and Auditor's office.**

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

6. **Pursuant to Section 262.026 (a) Opening of Bids of the Texas Local Government Code, presentation for consideration, discussion and approval of adoption of an "Order"...."that delegates the authority to make extensions (of bid opening dates) under this subsection to the county official who makes purchases for the county".**

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

7. **Presentation of evaluation and scoring grid, with recommendations by William Rusteberg, Consultant, for the purposes of Commissioner's Court award to the Number One ranked firm(s) submitting proposals in response to County's RFP for Section 125 Cafeteria Plan Administration, Voluntary Products & Administration and Funding Vehicles for Deferred Compensation-Section 457 Plan- Hidalgo;**

NO ACTION taken on this item.

8. **Requesting approval of draft contracts for: Section 125 Cafeteria Plan Administration, Voluntary Products & Administration and Funding Vehicles for Deferred Compensation-Section 457 Plan Hidalgo County, subject to legal review. Fully executed copies of the contract(s) will be forwarded to the Budget and Auditor's office.**

NO ACTION taken on this item.

9. **Presentation of a report on participation in "Loss Control Services Pool" Project: a) vendors submitting responses (on a timely basis)-3 , b) vendors submitting late responses-1.; therefore consideration by CC to reject responses received and re-advertise to encourage more participation inasmuch as a large "Pool" of providers is required according to "Risk Management" since there are many areas of expertise for which loss control services are required by Workers Compensation Program ; or in the alterative;**

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

At this time Commissioner Handy joined the meeting.

10. **Requesting appointment and approval of staff or other designated parties to grade and score (for the purpose of ranking the responses received as "Qualified" by Hidalgo County Commissioners" Court) the statements of qualifications received in response to the County's Project-Request for Qualifications for "Loss Control Services."**

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

At this time Commissioner Flores joined the meeting.

11. **Requesting ratification and confirmation of the negotiated "benefit design with rates" for the extension of the existing contract for an additional year (provided under the current agreement) as approved by Commissioner's Court on October 28, 2003 (with effective date**

ler Section 262.025 may include a tion about the costs of the repair, urchase of the equipment.

ioners court may require the bid- the county in a contract for the ipment, a bond to cover the repur- quipment.

72nd Leg., ch. 416, § 1, eff. Sept. 1,

**id Conference for Certain Coun-  
; or a District Governed by Those  
inties**

*ction as amended by Acts  
78th Leg., ch. 660, § 1*

applies only to a county with a illion or more.

sioners court of the county or the f a district or authority created Article XVI, Texas Constitution, if y is the commissioners court of the e district is located, may require a or employee of each prospective mandatory pre-bid conference com- pose of discussing contract require- ing questions of prospective bidders.

erence is conducted under Subsec- tional required notice for the pro- ay be sent by certified mail, return , only to prospective bidders who erence. Notice under this subsec- ct to the requirements of Section

1, 77th Leg., ch. 255, § 1, eff. May 22,  
Acts 2003, 78th Leg., ch. 660, § 1, eff.

*f section as amended by Acts  
g., ch. 725, § 1, see § 262.0256,*

13, 78th Leg., ch. 660 provides:  
ect September 1, 2003, and applies only to a  
contract awarded by a competitive purchasing  
a mandatory pre-bid conference is held on or

**-bid Conference**

*section as amended by Acts  
, 78th Leg., ch. 725, § 1*

ners court of a county or the govern-  
district or authority created under

Section 59, Article XVI, Texas Constitution, if the governing body is the commissioners court of the county in which the district is located, may require a principal, officer, or employee of each prospective bidder to attend a mandatory pre-bid conference conducted for the purpose of discussing contract requirements and answering questions of prospective bidders.

Added by Acts 2001, 77th Leg., ch. 255, § 1, eff. May 22, 2001. Amended by Acts 2003, 78th Leg., ch. 725, § 1, eff. Sept. 1, 2003.

*For text of section as amended by Acts  
2003, 78th Leg., ch. 660, § 1, see § 262.0256,  
ante.*

**§ 262.026. Opening of Bids**

(a) The county official who makes purchases for the county shall open the bids on the date specified in the notice. The date specified in the notice may be extended if the commissioners court determines that the extension is in the best interest of the county. All bids, including those received before an extension is made, must be opened at the same time. The commissioners court may adopt an order that delegates the authority to make extensions under this subsection to the county official who makes purchases for the county.

(b) Opened bids shall be kept on file and available for inspection by anyone desiring to see them.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amend- ed by Acts 1999, 76th Leg., ch. 505, § 3, eff. Sept. 1, 1999.

**§ 262.027. Awarding of Contract**

(a) The officer in charge of opening the bids shall present them to the commissioners court in session. Except as provided by Subsection (e), the court shall:

- (1) award the contract to the responsible bidder who submits the lowest and best bid; or
- (2) reject all bids and publish a new notice.

(b) If two responsible bidders submit the lowest and best bid, the commissioners court shall decide between the two by drawing lots in a manner pre- scribed by the county judge.

(c) A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportu- nity to appear before the commissioners court and present evidence concerning the lower bidder's re- sponsibility.



For 01/01/09 - 01/31/10  
Periods 01 - 13

Expenditure Summary Report  
Standard Report Format

FJEXS01B  
1001 - Standard Report Spec

| <u>Account Number / Description</u> |                                          | <u>Original<br/>Budget</u> | <u>Adjusted<br/>Budget</u> | <u>Y-T-D<br/>Encumbrance</u> | <u>Y-T-D<br/>Expended</u> | <u>Available<br/>Balance</u> | <u>Percent<br/>Used</u> |
|-------------------------------------|------------------------------------------|----------------------------|----------------------------|------------------------------|---------------------------|------------------------------|-------------------------|
| <b>1100 GENERAL FUND</b>            |                                          |                            |                            |                              |                           |                              |                         |
| 9-1100-429-30-115-029-0-334         | TRAFFIC ENGINEERING-ENGINEER & ARCHITECT | 105,275.00                 | 105,275.00                 | .00                          | .00                       | 105,275.00                   | .00                     |
| 9-1100-432-00-122-001-0-334         | SANITATION PCT.2-ENGINEER & ARCHITECT    | 4,000.00                   | 4,000.00                   | .00                          | .00                       | 4,000.00                     | .00                     |
| 9-1100-432-00-123-001-0-334         | SANITATION PCT.3-ENGINEER & ARCHITECT    | 100,000.00                 | 100,000.00                 | .00                          | .00                       | 100,000.00                   | .00                     |
| 9-1100-432-00-124-001-0-334         | SANITATION PCT.4-ENGINEERING&ARCHITECTUR | 30,000.00                  | 30,000.00                  | .00                          | .00                       | 30,000.00                    | .00                     |
| <b>1100 GENERAL FUND</b>            |                                          | <b>239,275.00</b>          | <b>239,275.00</b>          | <b>.00</b>                   | <b>.00</b>                | <b>239,275.00</b>            | <b>.00</b>              |
| <b>1200 R&amp;B COUNTY WIDE</b>     |                                          |                            |                            |                              |                           |                              |                         |
| 9-1200-431-00-260-001-0-334         | R-O-W DEPT-ENGINEER & ARCHITECT SERVICES | 2,000.00                   | 2,000.00                   | .00                          | .00                       | 2,000.00                     | .00                     |
| <b>1200 R&amp;B COUNTY WIDE</b>     |                                          | <b>2,000.00</b>            | <b>2,000.00</b>            | <b>.00</b>                   | <b>.00</b>                | <b>2,000.00</b>              | <b>.00</b>              |
| <b>1201 R&amp;B PRECINCT NO.1</b>   |                                          |                            |                            |                              |                           |                              |                         |
| 9-1201-431-00-121-005-0-334         | PCT.1 P/U RD-ENGINEER & ARCHITECT SRV    | 45,000.00                  | 45,000.00                  | .00                          | .00                       | 45,000.00                    | .00                     |
| <b>1201 R&amp;B PRECINCT NO.1</b>   |                                          | <b>45,000.00</b>           | <b>45,000.00</b>           | <b>.00</b>                   | <b>.00</b>                | <b>45,000.00</b>             | <b>.00</b>              |
| <b>1202 R&amp;B PRECINCT NO.2</b>   |                                          |                            |                            |                              |                           |                              |                         |
| 9-1202-431-00-122-006-0-334         | PCT.2 P/U RD-ENGINEER & ARCHITECT SRV    | 150,000.00                 | 150,000.00                 | .00                          | .00                       | 150,000.00                   | .00                     |
| <b>1202 R&amp;B PRECINCT NO.2</b>   |                                          | <b>150,000.00</b>          | <b>150,000.00</b>          | <b>.00</b>                   | <b>.00</b>                | <b>150,000.00</b>            | <b>.00</b>              |
| <b>1203 R&amp;B PRECINCT NO.3</b>   |                                          |                            |                            |                              |                           |                              |                         |
| 9-1203-431-00-123-005-0-334         | PCT.3 P/U RD-ENGINEER & ARCHITECT SRV    | 20,000.00                  | 20,000.00                  | .00                          | .00                       | 20,000.00                    | .00                     |
| <b>1203 R&amp;B PRECINCT NO.3</b>   |                                          | <b>20,000.00</b>           | <b>20,000.00</b>           | <b>.00</b>                   | <b>.00</b>                | <b>20,000.00</b>             | <b>.00</b>              |
| <b>1204 R&amp;B PRECINCT NO.4</b>   |                                          |                            |                            |                              |                           |                              |                         |
| 9-1204-431-00-124-007-0-334         | PCT.4 P/U RD-ENGINEER & ARCHITECT SRV    | 19,000.00                  | 19,000.00                  | .00                          | .00                       | 19,000.00                    | .00                     |
| <b>1204 R&amp;B PRECINCT NO.4</b>   |                                          | <b>19,000.00</b>           | <b>19,000.00</b>           | <b>.00</b>                   | <b>.00</b>                | <b>19,000.00</b>             | <b>.00</b>              |
| <b>1212 PARKS PRECINCT NO.2</b>     |                                          |                            |                            |                              |                           |                              |                         |
| 9-1212-452-00-122-008-0-334         | PARKS PCT.2-ENGINEER &ARCHITECT SERVICES | 10,000.00                  | 10,000.00                  | .00                          | .00                       | 10,000.00                    | .00                     |
| <b>1212 PARKS PRECINCT NO.2</b>     |                                          | <b>10,000.00</b>           | <b>10,000.00</b>           | <b>.00</b>                   | <b>.00</b>                | <b>10,000.00</b>             | <b>.00</b>              |
| <b>9 YEAR</b>                       |                                          | <b>485,275.00</b>          | <b>485,275.00</b>          | <b>.00</b>                   | <b>.00</b>                | <b>485,275.00</b>            | <b>.00</b>              |

For 01/01/09 - 01/31/10  
Periods 01 - 13

Expenditure Summary Report  
Standard Report Format

FJEXS01B

1001 - Standard Report Spec

| <u>Account Number / Description</u> |                                          | <u>Original Budget</u> | <u>Adjusted Budget</u> | <u>Y-T-D Encumbrance</u> | <u>Y-T-D Expended</u> | <u>Available Balance</u> | <u>Percent Used</u> |
|-------------------------------------|------------------------------------------|------------------------|------------------------|--------------------------|-----------------------|--------------------------|---------------------|
| <b>1100 GENERAL FUND</b>            |                                          |                        |                        |                          |                       |                          |                     |
| 9-1100-412-00-090-001-0-339         | DIST CLERK-OTHER PROFESSIONAL SERVICES   | 3,000.00               | 3,000.00               | .00                      | .00                   | 3,000.00                 | .00                 |
| 9-1100-413-30-115-017-0-339         | CO COMM-OTHER PROFESSIONAL SERVICES      | 3,100.00               | 3,100.00               | .00                      | .00                   | 3,100.00                 | .00                 |
| 9-1100-414-00-130-001-0-339         | ELECTIONS DEPT-OTHER PROFESSIONAL SRV    | 1,500.00               | 1,500.00               | .00                      | .00                   | 1,500.00                 | .00                 |
| 9-1100-415-00-150-002-0-339         | BAIL BOND BOARD-OTHER PROFESSIONAL SRV   | 6,000.00               | 6,000.00               | .00                      | .00                   | 6,000.00                 | .00                 |
| 9-1100-415-14-115-001-0-339         | DBM-BUDGET DIV-OTHER PROFESSIONAL SERV   | 68,500.00              | 68,500.00              | .00                      | .00                   | 68,500.00                | .00                 |
| 9-1100-415-15-140-001-0-339         | TAX OFF-OTHER PROFESSIONAL SERVICES      | 100.00                 | 100.00                 | .00                      | .00                   | 100.00                   | .00                 |
| 9-1100-415-19-115-020-0-339         | ARBITRAGE CALC-OTHER PROFESSIONAL SRV    | 5,000.00               | 5,000.00               | .00                      | .00                   | 5,000.00                 | .00                 |
| 9-1100-415-30-115-021-0-339         | GENERAL LITIGATION-OTHER PROFESSIONAL    | 350,000.00             | 350,000.00             | .00                      | .00                   | 350,000.00               | .00                 |
| 9-1100-415-40-180-001-0-339         | CO CLERK-OTHER PROFESSIONAL SERVICES     | 2,000.00               | 2,000.00               | .00                      | .00                   | 2,000.00                 | .00                 |
| 9-1100-415-40-180-002-0-339         | CO CLERK RECORD ARCHIVE-OTHER PROF SRVS  | 1.00                   | 1.00                   | .00                      | .00                   | 1.00                     | .00                 |
| 9-1100-415-50-190-001-0-339         | CIVIL SERVICE-OTHER PROFESSIONAL SERVICE | 17,500.00              | 17,500.00              | .00                      | .00                   | 17,500.00                | .00                 |
| 9-1100-419-40-220-001-0-339         | GEN GOVT BLDG-OTHER PROFESSIONAL SERV    | 5,000.00               | 5,000.00               | .00                      | .00                   | 5,000.00                 | .00                 |
| 9-1100-419-50-115-059-0-339         | DBM-SAFETY DIV-OTHER PROFESSIONAL SRV    | 84,000.00              | 84,000.00              | 70,000.00                | .00                   | 14,000.00                | 83.33               |
| 9-1100-421-00-280-001-0-339         | SHERIFF-OTHER PROFESSIONAL SERVICES      | 126,840.00             | 126,840.00             | 500.00                   | .00                   | 126,340.00               | .39                 |
| 9-1100-421-53-123-041-0-339         | RURAL AMBULANCE-OTHER PROFESSIONAL SRV   | 150,000.00             | 150,000.00             | .00                      | .00                   | 150,000.00               | .00                 |
| 9-1100-423-21-280-002-0-339         | JAIL-OTHER PROFESSIONAL SERVICES         | 150,000.00             | 150,000.00             | 15,000.00                | .00                   | 135,000.00               | 10.00               |
| 9-1100-423-32-330-001-0-339         | JUV DET HM-OTHER PROFESSIONAL SERVICES   | 40,000.00              | 40,000.00              | .00                      | .00                   | 40,000.00                | .00                 |
| 9-1100-423-60-330-002-0-339         | JUV PROB-OTHER PROFESSIONAL SERVICES     | 45,000.00              | 45,000.00              | .00                      | .00                   | 45,000.00                | .00                 |
| 9-1100-441-00-340-001-0-339         | HEALTH ADM-OTHER PROFESSIONAL SRV        | 2,000.00               | 2,000.00               | .00                      | .00                   | 2,000.00                 | .00                 |
| 9-1100-441-00-340-003-0-339         | HEALTH CLINICS-OTHER PROFESSIONAL SRV    | 15,000.00              | 15,000.00              | .00                      | .00                   | 15,000.00                | .00                 |
| <b>1100 GENERAL FUND</b>            |                                          | <b>1,074,541.00</b>    | <b>1,074,541.00</b>    | <b>85,500.00</b>         | <b>.00</b>            | <b>989,041.00</b>        | <b>7.96</b>         |
| <b>1200 R&amp;B COUNTY WIDE</b>     |                                          |                        |                        |                          |                       |                          |                     |
| 9-1200-431-00-260-001-0-339         | R-O-W DEPT-OTHER PROFESSIONAL SERVICES   | 7,000.00               | 7,000.00               | .00                      | .00                   | 7,000.00                 | .00                 |
| <b>1200 R&amp;B COUNTY WIDE</b>     |                                          | <b>7,000.00</b>        | <b>7,000.00</b>        | <b>.00</b>               | <b>.00</b>            | <b>7,000.00</b>          | <b>.00</b>          |
| <b>1201 R&amp;B PRECINCT NO.1</b>   |                                          |                        |                        |                          |                       |                          |                     |
| 9-1201-431-00-121-005-0-339         | PCT.1 P/U RD-OTHER PROFESSIONAL SERVICES | 20,000.00              | 20,000.00              | .00                      | .00                   | 20,000.00                | .00                 |
| <b>1201 R&amp;B PRECINCT NO.1</b>   |                                          | <b>20,000.00</b>       | <b>20,000.00</b>       | <b>.00</b>               | <b>.00</b>            | <b>20,000.00</b>         | <b>.00</b>          |
| <b>1202 R&amp;B PRECINCT NO.2</b>   |                                          |                        |                        |                          |                       |                          |                     |

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

| <u>Account Number / Description</u>                                  | <u>Original Budget</u> | <u>Adjusted Budget</u> | <u>Y-T-D Encumbrance</u> | <u>Y-T-D Expended</u> | <u>Available Balance</u> | <u>Percent Used</u> |
|----------------------------------------------------------------------|------------------------|------------------------|--------------------------|-----------------------|--------------------------|---------------------|
| <b>1202 R&amp;B PRECINCT NO.2</b>                                    |                        |                        |                          |                       |                          |                     |
| 9-1202-431-00-122-006-0-339 PCT.2 P/U RD-OTHER PROFESSIONAL SERVICES | 22,550.00              | 22,550.00              | .00                      | .00                   | 22,550.00                | .00                 |
| 1202 R&B PRECINCT NO.2                                               | 22,550.00              | 22,550.00              | .00                      | .00                   | 22,550.00                | .00                 |
| <b>1203 R&amp;B PRECINCT NO.3</b>                                    |                        |                        |                          |                       |                          |                     |
| 9-1203-431-00-123-005-0-339 PCT.3 P/U RD-OTHER PROFESSIONAL SERVICES | 7,000.00               | 7,000.00               | 75.00                    | .00                   | 6,925.00                 | 1.07                |
| 1203 R&B PRECINCT NO.3                                               | 7,000.00               | 7,000.00               | 75.00                    | .00                   | 6,925.00                 | 1.07                |
| <b>1204 R&amp;B PRECINCT NO.4</b>                                    |                        |                        |                          |                       |                          |                     |
| 9-1204-431-00-124-007-0-339 PCT.4 P/U RD-OTHER PROFESSIONAL SERVICES | 5,000.00               | 5,000.00               | .00                      | .00                   | 5,000.00                 | .00                 |
| 1204 R&B PRECINCT NO.4                                               | 5,000.00               | 5,000.00               | .00                      | .00                   | 5,000.00                 | .00                 |
| <b>1212 PARKS PRECINCT NO.2</b>                                      |                        |                        |                          |                       |                          |                     |
| 9-1212-452-00-122-008-0-339 PARKS PCT.2-OTHER PROFESSIONAL SERVICES  | 1,000.00               | 1,000.00               | .00                      | .00                   | 1,000.00                 | .00                 |
| 1212 PARKS PRECINCT NO.2                                             | 1,000.00               | 1,000.00               | .00                      | .00                   | 1,000.00                 | .00                 |
| <b>1222 DISTRICT ATTORNEY BAD CHECK PROCESSING</b>                   |                        |                        |                          |                       |                          |                     |
| 9-1222-412-00-080-006-0-339 DA BAD CK-OTHER PROFESSIONAL SERVICES    | 2,000.00               | 2,000.00               | .00                      | .00                   | 2,000.00                 | .00                 |
| 1222 DISTRICT ATTORNEY BAD CHECK PROCESSING                          | 2,000.00               | 2,000.00               | .00                      | .00                   | 2,000.00                 | .00                 |
| <b>1239 COURT REPORTER SERVICE FUND</b>                              |                        |                        |                          |                       |                          |                     |
| 9-1239-412-00-115-043-0-339 COURT REPORTER-OTHER PROFESSIONAL SRV    | 154,057.25             | 154,057.25             | .00                      | .00                   | 154,057.25               | .00                 |
| 1239 COURT REPORTER SERVICE FUND                                     | 154,057.25             | 154,057.25             | .00                      | .00                   | 154,057.25               | .00                 |
| <b>1295 POST ADJUDICATION JUVENILE BOOT CAMP</b>                     |                        |                        |                          |                       |                          |                     |
| 9-1295-423-00-330-028-0-339 WESL B/C-OTHER PROFESSIONAL SERVICES     | 1,000.00               | 1,000.00               | .00                      | .00                   | 1,000.00                 | .00                 |
| 1295 POST ADJUDICATION JUVENILE BOOT CAMP                            | 1,000.00               | 1,000.00               | .00                      | .00                   | 1,000.00                 | .00                 |
| <b>2201 SELF-FUNDED HEALTH INSURANCE</b>                             |                        |                        |                          |                       |                          |                     |
| 9-2201-415-00-115-009-0-339 DBM-HEALTH INS ADM-OTHER PROFESSIONAL SR | 37,515.00              | 37,515.00              | .00                      | .00                   | 37,515.00                | .00                 |
| 2201 SELF-FUNDED HEALTH INSURANCE                                    | 37,515.00              | 37,515.00              | .00                      | .00                   | 37,515.00                | .00                 |
| <b>2202 SELF-FUNDED WORKERS' COMP</b>                                |                        |                        |                          |                       |                          |                     |
| 9-2202-419-50-115-065-0-339 DBM-W/C DIV-OTHER PROFESSIONAL SERV      | 6,615.00               | 6,615.00               | .00                      | .00                   | 6,615.00                 | .00                 |
| 2202 SELF-FUNDED WORKERS' COMP                                       | 6,615.00               | 6,615.00               | .00                      | .00                   | 6,615.00                 | .00                 |
| 9 YEAR                                                               | 1,338,278.25           | 1,338,278.25           | 85,575.00                | .00                   | 1,252,703.25             | 6.39                |



AI-13228

17.A.6.

**Request for Payment No. 8,9,10 from AGADC for the Old Administration Building**  
**CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Rocio Villarreal, PURCHASING DEPT.  
**Submitted For:** Rocio Villarreal  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Hidalgo County

---

**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance, and approval of payment of Invoice No. 8 (1st & 2nd floor) in the amount of \$16,875.00; payment of Invoice No. 9 (3rd Floor) in the amount of \$1,990.00 (3rd Floor), and payment of Invoice No. 10 (3rd Floor) in the amount of \$5,940.00 from Alcocer Garcia Associates Design Consulting, contracted architect for the, "Remodel of Existing Old Administration Building."  
C-08-131-08-07

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1336-419-00-115-073-0-452  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO# 609342 has \$99,805.00 available (as of 1/7/09) to pay pending invoices.

---

**Attachments**

Link: No. 8

Link: No. 9

Link: No. 10

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 01/07/2009 02:47 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 01/07/2009 02:50 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 01/07/2009 03:18 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 01/07/2009 05:42 PM | APRV   |

Form Started By: Rocio Villarreal  
Started On: 01/06/2009 04:40 PM  
Final Approval Date: 01/07/2009

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**INVOICE FOR SERVICES**

INVOICE NUMBER : **EIGHT**

P.O. No.: 609342  
CONTRACT No.: C-08-131-08-07

DATE: DECEMBER 2, 2008

PROJECT: REMODEL OF EXISTING OLD ADMINISTRATION BUILDING (**1<sup>ST</sup> & 2<sup>ND</sup> FLOORS**)  
100 E. CANO ST., EDINBURG, TEXAS

TO: HONORABLE JUAN D. SALINAS, III , COUNTY JUDGE  
100 E. CANO ST.  
EDINBURG, TEXAS 78539

---

AS PER THE OWNER-ARCHITECT AGREEMENT DATED JULY 11,2008

ESTIMATED CONSTRUCTION COST: \$ 2,500,000.00

ESTIMATED FEE: \$ 2,500,000.00 x 7.5% = 187,500.00 (TO BE ADJUSTED AFTER AWARD OF  
CONSTRUCTION CONTRACT)

FEE BREAKDOWN : SCHEMATIC DESIGN PHASE (10%).....\$ 18,750.00 (PD)  
DESIGN DEVELOPMENT PHASE (10%) ..... 18,750.00 (PD)  
**CONSTRUCTION DOCUMENTS PHASE (50%)..... 93,750.00 (\$ 58,125.00 PD)**  
BIDDING PHASE (5%)..... 9,375.00  
CONSTRUCTION PHASE (25%) ..... 46,875.00  
\$ 187,500.00

THIS INVOICE FOR:

CONSTRUCTION DOCUMENTS PHASE, 80% COMPLETE.....\$ 75,000.00

LESS PAID TO-DATE, THIS PHASE..... 58,125.00

DUE..... 16,875.00

PLEASE REMIT PAYMENT TO  
ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING  
1333 E. JASMINE AVENUE  
MCALLEN, TEXAS 78501  
EIN: 74-2919292

THANK YOU,  
AGADC

  
George A. Garcia

File

**AGADC**  
ALCÓCER GARCIA ASSOCIATES  
DESIGN CONSULTING  
1333 EAST JASMINE AVENUE  
MCALLEN, TEXAS 78501

## INVOICE FOR SERVICES

INVOICE NUMBER : **NINE**

P.O. No.: 609342

CONTRACT No.: C-08-131-08-07

DATE: DECEMBER 2, 2008

PROJECT: REMODEL OF EXISTING OLD ADMINISTRATION BUILDING ( **3RDFLOOR**)  
100 E. CANO ST., EDINBURG, TEXAS

TO: HONORABLE JUAN D. SALINAS, III, COUNTY JUDGE  
100 E. CANO ST.  
EDINBURG, TEXAS 78539

---

AS PER THE OWNER-ARCHITECT AGREEMENT DATED JULY 11,2008

A/E FEE:: A STIPULATED SUM OF \$ 16,400.00

### FEE BREAKDOWN:

|                                                              |                                 |
|--------------------------------------------------------------|---------------------------------|
| MEASUREMENTS OF EXISTING PARTITION LOCATIONS&CONDITIONS..... | \$ 1,200.00 (PAID)              |
| PRELIMINARY DESIGNS.....                                     | 3,000.00 (PAID)                 |
| CONSTRUCTION PLANS AND SPECIFICATIONS.....                   | <u>12,200.00 (\$4,270.00PD)</u> |
| TOTAL.....                                                   | \$16,400.00                     |

### THIS INVOICE FOR:

|                                                        |                 |
|--------------------------------------------------------|-----------------|
| CONSTRUCTION PLANS AND SPECIFICATIONS 55% COMPLETE.... | \$ 6,710.00     |
| LESS PAID TO-DATE.....                                 | <u>4,270.00</u> |
| DUE THIS INVOICE.....                                  | \$ 1,990.00     |

PLEASE REMIT PAYMENT TO  
ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING  
1333 E. JASMINE AVENUE  
MCALLEN, TEXAS 78501  
EIN: 74-2919292

THANK YOU,  
AGADC

George A. Garcia

cc: Hidalgo County Purchasing Dept.  
Hidalgo County Auditor's Office

**INVOICE FOR SERVICES**

INVOICE NUMBER : **TEN**

P.O. No.: 609342

CONTRACT No.: C-08-131-08-07

DATE: DECEMBER 23 , 2008

PROJECT: REMODEL OF EXISTING OLD ADMINISTRATION BUILDING ( **3RDFLOOR**)  
100 E. CANO ST., EDINBURG, TEXAS

TO: HONORABLE JUAN D. SALINAS, III , COUNTY JUDGE  
100 E. CANO ST.  
EDINBURG, TEXAS 78539

---

AS PER THE OWNER-ARCHITECT AGREEMENT DATED JULY 11,2008

A/E FEE:: A STIPULATED SUM OF \$ 16,400.00

**FEE BREAKDOWN:**

|                                                              |                                  |
|--------------------------------------------------------------|----------------------------------|
| MEASUREMENTS OF EXISTING PARTITION LOCATIONS&CONDITIONS..... | \$ 1,200.00 (PAID)               |
| PRELIMINARY DESIGNS.....                                     | 3,000.00 (PAID)                  |
| CONSTRUCTION PLANS AND SPECIFICATIONS.....                   | <u>12,200.00</u> (\$6,260.00 PD) |
| TOTAL.....                                                   | \$16,400.00                      |

**THIS INVOICE FOR:**

|                                                           |                 |
|-----------------------------------------------------------|-----------------|
| CONSTRUCTION PLANS AND SPECIFICATIONS\$ 100% COMPLETE.... | \$ 12,200.00    |
| LESS PAID TO-DATE.....                                    | <u>6,260.00</u> |
| DUE THIS INVOICE.....                                     | \$ 5,940.00     |

PLEASE REMIT PAYMENT TO  
ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING  
1333 E. JASMINE AVENUE  
MCALLEN, TEXAS 78501  
EIN: 74-2919292

THANK YOU,  
AGADC

  
George A. Garcia

cc: Hidalgo County Purchasing Dept.  
Hidalgo County Auditor's Office

AI-13214

17.A.7.

**Status Report for Group Medical Plan  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Gricelda Villarreal, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Hidalgo County

---

**Information**

**CAPTION**

A. Presentation by Mr. Gary Looney from Alamo Insurance, Hidalgo County's Group Health Insurance Consultant, a status report regarding Year End Medical Plan results and BCBS Administration Medical Plan for 2009;

B. Presentation by Mr. Gary Looney of the scoring and evaluation grid with recommendations for the responses received for RFP 2009-001-12-31CVG- " Individual Stop Loss for Self-Funded Medical Plan-(Specific Stop Loss Insurance)" in order that Commissioners Court take applicable action to award the project.

**BACKGROUND**

No files attached. Backup is to be distributed at CC as per Griselda V.

---

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:** 9-2201-415-00-115-010-0-350 & 524

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

**BUDGETARY IMPACT:**

In obj 350 \$1,200.000.00 available as of 1/7/09.

In obj 524 \$1,300.000.00 available as of 1/7/09.

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 01/07/2009 01:34 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 01/07/2009 02:09 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 01/07/2009 03:10 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 01/07/2009 05:34 PM | APRV   |
| 5         | Dina Trevino          | Dina Trevino   | 01/09/2009 10:19 AM | APRV   |

Form Started By: Gricelda Villarreal  
Started On: 01/06/2009 03:06 PM  
Final Approval Date: 01/09/2009

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AI-13212

17.B.1.

**Requesting to rescind action taken on 12/16/08 for Lease Purchase Agreement Drainage Imp. Equip. Pct. #1  
CC REGULAR**

**Date:** 01/13/2009

**Submitted By:** Oscar Garza, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Purchasing only:** Prct. 1

---

**Information**

**CAPTION**

A. Presentation for discussion and consideration to rescind action taken by CC on 12/16/08 for approval to enter into a Lease Purchase Agreement (as yet not executed) between Caterpillar Financial Services Corporation and Hidalgo County through County's participation/membership with TASB Buyboard contract #268-07 as previously requested by Pct. 1 thus permitting the item B for action;

B. Presentation for consideration, discussion, acceptance and approval of proposal (s) received from Holt Cat, Weslaco Tx awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #268-07 for purchase of the following including, but not limited to, administration and/or delivery fees - Project #2008-487 :

1. 330DL Excavator-----\$294,415.00
2. D6N Track Type Tractor----\$221,998.00
3. 324DL LRF Excavator-----\$226,700.00

Total Amount not to exceed-----\$743,113.00

**BACKGROUND**

For funding of this item, refer to AI #13272 CC 1-13-09.

---

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1201-431-00-121-052-0-742

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation of funds to address Pct. 1 Drainage Improvement project expenditures pending approval of AI # 13272; \$250,000.00 G/F fund balance & \$637,458.84 R&B fund balance (lapse funding pending carry over).

---

**Attachments**

Link: 08-487

---

**Form Routing/Status**

Route Seq Inbox

Approved By Date

Status

|   |                       |                |                     |      |
|---|-----------------------|----------------|---------------------|------|
| 1 | Purchasing Department | Marty Salazar  | 01/07/2009 12:23 PM | APRV |
| 2 | Budget & Management   | Veronica Lopez | 01/07/2009 01:05 PM | APRV |
| 3 | Ivan Cantu            | Ivan Cantu     | 01/08/2009 09:30 AM | APRV |
| 4 | Sergio Cruz           | Sergio Cruz    | 01/08/2009 03:31 PM | APRV |
| 5 | Auditor's Office      |                | 01/09/2009 05:30 PM | NEW  |

Form Started By: Oscar Garza  
Started On: 01/06/2009 02:53 PM

Final Approval Date: 01/09/2009

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# HOLT®



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12/09/2008

HIDALGO COUNTY PCT 1 0562550  
1902 JOE STEPHENS AVE  
WESLACO 78596-3700

#G11580594

Holt Cat would like to thank you for the opportunity to provide this proposal to you. As per your request, we have put together the following information for your review. If you have any questions, or if we may change this proposal in any way to meet your requirements, please give me a call at 956-373-4659.

Thank You,  
Gerry S Dreyer  
Account Sales Representative

## (1) CATERPILLAR INC 330DL EXCAVATOR

### MACHINE SPECIFICATIONS

Machine ID: HLK011155      Serial: MWP03302      SMU: 0

#### Description

|                                |                      |
|--------------------------------|----------------------|
| 330DL HYDRAULIC EXCAVATOR MA-5 | 36" 1.25 (HD) BUCKET |
| *330DL HYDRAULIC EXCAVATOR     | 60" DITCH CLEANING   |
| *GUARD, VANDALISM              | BUCKET               |
| *GUARD, BOTTOM HEAVY DUTY      |                      |
| *CHANGER, HAND CONTROL PATTERN |                      |
| *GUARD, TRACK GUIDING          |                      |
| *STARTING AID, COLD WEATHER    |                      |
| *PEDAL, STRAIGHT TRAVEL        |                      |
| *BUMPER, SIDE, RUBBER          |                      |
| *POWER SUPPLY, 12V-10A         |                      |
| TRACK, 32" TRIPLE GROUSER      |                      |
| STICK, 10'06" DB               |                      |
| LINKAGE, BUCKET, DB-FAMILY     |                      |
| ANTIFREEZE, -50C (-58F)        |                      |
| CAT PRODUCT LINK 321SR         |                      |
| BOOM HD, R-REACH (21'4")       |                      |
| CERT EMISSIONS, EPA            |                      |
| BUCKET, 60" 2.45 CYD (HD)      |                      |
| TIP, PENETRATION PLUS          |                      |

| QUOTE GRAND TOTAL | BUYBOARD QUOTE | USD \$ 294,415 |
|-------------------|----------------|----------------|
|-------------------|----------------|----------------|

HOLTCAT REFERENCE NUMBER 268-07

#### WARRANTY

Caterpillar Standard New Machine Warranty - 6 Months/Unlimited Hours

Caterpillar Extended New Machine Coverage - 36 Months/5,000 Hours PREMIER ESC

#### F.O.B./TERMS

Weslaco, Texas

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[WWW.HOLTCAT.COM](http://WWW.HOLTCAT.COM)



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12/09/2008

HIDALGO COUNTY PCT 1 0562550  
1902 JOE STEPHENS AVE  
WESLACO 78596-3700

#G11580603

Holt Cat would like to thank you for the opportunity to provide this proposal to you. As per your request, we have put together the following information for your review. If you have any questions, or if we may change this proposal in any way to meet your requirements, please give me a call at 956-373-4659.

Thank You,  
Gerry S Dreyer  
Account Sales Representative

## ( 1) CATERPILLAR INC D6N TRACK TYPE TRACTOR

### MACHINE SPECIFICATIONS

Machine ID: HLK011311      Serial: 0DJA01121      SMU: 5

#### Description

D6N XL TRACTOR, MA 1  
\*D6N XL TRACTOR  
\*HYDRAULICS, 4 VALVE, 6VPAT  
\*COVER, CONSOLE,  
LIGHTS, FOUR, CAB MOUNTED  
SWEEPS, CAB  
OIL CHANGE SYSTEM, HIGH SPEED  
GUARD, TRACK GUIDING, CENTER  
6VPAT XL BULLDOZER, COMPLETE  
ANTIFREEZE, -50C (-58F)  
CATERPILLAR PRODUCT LINK 321

|                          |                       |                       |
|--------------------------|-----------------------|-----------------------|
| <b>QUOTE GRAND TOTAL</b> | <b>BUYBOARD QUOTE</b> | <b>USD \$ 221,998</b> |
|--------------------------|-----------------------|-----------------------|

HOLTCAT REFERENCE NUMBER 268-07

### WARRANTY

Caterpillar Standard New Machine Warranty - 6 Months/Unlimited Hours  
Caterpillar Extended Premier ESC Coverage - 36 Months/5,000 Hours

### F.O.B./TERMS

Weslaco, Texas

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Tyler • Victoria • Waco • Weslaco

12/09/2008

HIDALGO COUNTY PCT 1 0562550  
1902 JOE STEPHENS AVE  
WESLACO 78596-3700

#G11580593

Holt Cat would like to thank you for the opportunity to provide this proposal to you. As per your request, we have put together the following information for your review. If you have any questions, or if we may change this proposal in any way to meet your requirements, please give me a call at 956-373-4659.

Thank You,  
Gerry S Dreyer  
Account Sales Representative

**(1) CATERPILLAR INC 324DL LRF EXCAVATOR**

**MACHINE SPECIFICATIONS**

Machine ID: HLK011440      Serial:JJG01090      SMU: 20

**Description**

324DL HYDRAULIC EXCAVATOR  
TRACK, 32" TRIPLE GROUSER  
LONG REACH FRONT  
POWER SUPPLY, 12V-10A  
GUARD, BOTTOM HEAVY DUTY  
GUARD, VANDALISM  
GUARD, TRACK GUIDING  
BUMPER, SIDE, RUBBER  
CHANGER, HAND CONTROL PATTERN  
PEDAL, STRAIGHT TRAVEL  
SEAT, H-BACK, W/HEATER, S/AIR  
CAT PRODUCT LINK 321SR  
COOLING, HIGH AMBIENT  
STARTING, COLD WEATHER  
PACK, DOMESTIC TRUCK      HEX  
CERT EMISSIONS, EPA  
BUCKET, 60" (DC)

|                          |                       |                       |
|--------------------------|-----------------------|-----------------------|
| <b>QUOTE GRAND TOTAL</b> | <b>BUYBOARD QUOTE</b> | <b>USD \$ 226,700</b> |
|--------------------------|-----------------------|-----------------------|

HOLTCAT REFERENCE NUMBER 268-07

**WARRANTY**

Caterpillar Standard New Machine Warranty - 6 Months/Unlimited Hours  
Caterpillar Extended New Machine Coverage - 36 Months/5,000 Hours PREMIER ESC

**F.O.B./TERMS**

Weslaco, Texas

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**WWW.HOLTCAT.COM**

AI-13201

17.B.2.

**Extension/Renewal For Waste Water Management System For Hidago County  
Precinct #1**

**CC REGULAR**

**Date:** 01/13/2009

**Submitted By:** Vangie Garcia, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Purchasing only:** Prct. 1

---

**Information**

**CAPTION**

Presentation for discussion, consideration and action to exercise the County's first-one (1) year extension option (of the possible two (2)-one (1) year term extensions) as provided in the current contract for: "C-08-030-01-30-Waste Water Management Services" for Hidalgo County Precinct #1, under the same rates, terms and conditions with "Agustin Gomez d/b/a Waste Water Services" effective: January 30, 2009.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1211-452-00-121-013-0-350

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Amount available for req #145841 \$13,800.00 as of 1-7-09 for Agustin Gomez.

---

**Attachments**

Link: C-030-01-30-CONTRACT DOCUMENTATION

Link: Extension Letter

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 01/07/2009 12:15 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 01/07/2009 01:04 PM | APRV   |
| 3         | Ivan Cantu            | Ivan Cantu     | 01/07/2009 01:46 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 01/07/2009 05:23 PM | APRV   |

Form Started By: Vangie Garcia  
Started On: 01/06/2009 11:41 AM

Final Approval Date: 01/07/2009

---

STATE OF TEXAS       §  
                                      §  
COUNTY OF HIDALGO   §

**CONSULTING SERVICES AGREEMENT**  
**C-08-030-01-30**

**THIS CONSULTING SERVICES AGREEMENT** (the "Agreement") is made this **30<sup>TH</sup>** day of **January, 2008**, by and between, HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas ("County"), and

**Whereas**, County is required to achieve and maintain compliance with the requirements of the Texas Natural Resource Conservation Commission ("TNRCC") with respect to certain operators at **Hidalgo County Precinct No. 1**, (the "Precinct") and

**Whereas**, to insure that the standards of the TNRCC are met, it will be necessary for County to secure the assistance of a holder of a wastewater treatment plant operator's certificate, issued by TNRCC, and

**Whereas**, **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** possesses particular experience and expertise in the areas relating to compliance with TNRCC compliance, and possesses a Class A Wastewater Treatment Plant Operator's License, and

**Whereas**, County wishes to engage the services of **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** to assist County in securing and maintaining compliance with TNRCC regulations.

**NOW, THEREFORE, IN** consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

1.     **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** represents and warrants to County that he has experience and expertise in the field of compliance with TNRCC regulations, as the same relate to County's operations of the Park, and that he is the current holder of a Class A Wastewater Treatment Plant Operator's Certificate issued by TNRCC, as further described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes. In the event of the lapse, revocation or other termination of such license, this Agreement shall automatically terminate and be of no further force and effect. The fact of any such lapse, revocation or other termination of Agustin Gomez's Class A Wastewater Treatment Plant Operator's Certification shall be immediately reported by Agustin Gomez to the Hidalgo County Precinct No.1 Commissioner, and to the Hidalgo County Judge.

2.     **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** shall assist County in its operation of the Park and in the preparation of all reports and proposals which are necessary to assure that County is operating the Park in compliance with TNRCC regulations.

3. **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** shall present monthly reports, in person to the Hidalgo County Precinct No. 1 Commissioner relating to Agustin Gomez's work under the provisions hereof and relating to the actions necessary by County in order to operate the Park in compliance with TNRCC regulations.

4. **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** shall submit monthly written invoices, describing in detail satisfactory to County, the services provided during the preceding month, under the terms of this Agreement. Upon receipt and approval of such invoices, they will be submitted for payment by the County. Compensation for the services herein described shall be \$ **1,150.00** monthly, as further described in Exhibit "B" which is attached hereto and incorporated herein by reference for all purposes.

5. **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** at all times, will act as an independent contractor and will not act or hold itself out to third parties as an employee or agent of County in the provision of consulting services under the terms of this Agreement. County will not withhold income tax or FICA tax on behalf of Agustin Gomez or any of his partners, employees, subcontractors or agents. In addition, none of the foregoing shall have any claim under this Agreement or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, civil service benefits, or employee benefits of any kind. Agustin Gomez will have the exclusive responsibility for the payment or provision of all such taxes and benefits and arrangement for all insurance coverages for its employees, agents, officers or partners, and shall discharge such obligations fully.

6. **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** shall incur no financial obligation or any other obligation on behalf of County without prior written approval of the Commissioners' Court. Agustin Gomez will be responsible for all personal and professional expenses incurred by Agustin Gomez.

7. **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs and attorneys fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligations undertaken or any covenant this Agreement, whether such act, omissions or failure was Agustin Gomez's or that of any person providing services hereunder by or through Agustin Gomez upon written notice from County, Agustin Gomez will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action. Agustin Gomez will carry proper insurance with County named as an additional named insured to the extent such is reasonably available.

If to County:

Juan D. Salinas, III  
County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

If to Company:

Agustin Gomez  
d/b/a Agustin Gomez Waste Water Services  
P.O. Box 1012  
Elsa, Texas 78543

Each notice, demand, request or Communication which shall be delivered or mailed in the matter 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 personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

8. This Agreement will be for a period of one (1) year with the County's option to renew for an additional two (2) one (1) year periods, under the same rates, terms and conditions and with the County's sole discretion to extend this agreement for an additional sixty (60) day grace period at the end of the term for unforeseen delays in the award of the new bid and contingent upon cost to remain unchanged as set forth in Exhibit "B" attached hereto, unless this Contract is earlier terminated pursuant to the provisions herein, whichever occurs first with or without cause on thirty (30) days written notice to **Agustin Gomez d/b/a Agustin Gomez Waste Water Services**.

9. Following the expiration or termination of this Agreement, **Agustin Gomez d/b/a Agustin Gomez Waste Water Services** agrees to do nothing that may interfere with a County contract or in the operation of the Program.

10. Miscellaneous Provisions.

10.01 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is 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 amended thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

10.03 **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and **Agustin Gomez d/b/a Agustin Gomez Waste Water Services**, and not otherwise.

10.04 **Texas Law to Apply.** This Agreement shall be construed under any 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.

10.05 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the

addresses set forth below, or at such other address as may have been therefore specified by written notice delivered in accordance herewith:

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

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

**10.08 Assignment.** This Agreement shall not be assignable by either party hereto.

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

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

**10.11 Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage

**10.12 Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

**EXECUTED** effective as of the day and year first written above.

**HIDALGO COUNTY, TEXAS**

By: \_\_\_\_\_

Juan D. Salinas, III, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**COMPANY:**

Agustin Gomez d/b/a

Agustin Gomez Waste Water Services

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved on Commissioners' Court January 29, 2008

**APPROVED AS TO FORM**

Atlas & Hall, L.L.P.

By: \_\_\_\_\_



EXHIBIT “A”  
SPECIFICATIONS

## EXHIBIT "A"

Hidalgo County Precinct No.1  
"Waste Water Management System"  
RFSQ NO. 2008-011-01-18CGV  
JANUARY 18, 2008

---

### SCOPE OF SERVICES:

Hidalgo County Precinct No. 1 is currently soliciting sealed quotes from certified Waste Water Collection Operator with a Class "B" License for "Waste Water Management System". The awarded vendor will service, maintain and monitor the operation waste water facility at Delta Lake Park.

### REQUIREMENTS: VENDOR MUST

1. Be Class "A" Certified and must submit copies of certifications;
2. Have knowledge of pipes and their fittings, pvc, galvanize iron, black iron, concrete and plastic sewer lines;
3. Keep records of all sludge disposal activities;
4. Inspects the facility each week and maintain a record of these inspections;
5. Observe safety practices at all times
6. Provide all necessary equipment, tools, or any other materials required for service;
7. Test water samples gathered from the facility;
8. Present monthly reports to Hidalgo County Precinct No. 1 Commissioner;
9. Keep the facility in TNRCC compliance at all times

### QUOTES MUST HAVE:

The vendor must provide a brief summary or overview of the services to be provided including:

1. The number of staff to be involved in the project;
2. An overview of the services requested
3. The bidder who is awarded will ensure that all insurance documentation (see Exhibit "C") will be submitted to the Hidalgo County Purchasing Department at the time of quote submission. Bonding and worker's compensation documentation shall also be provided to the Hidalgo County Purchasing Department for qualification of quote. Unless a insurance documentation is submitted, quote will not be considered.

### PROPOSER'S AFFIDAVIT:

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

**QUOTE DEADLINE:**

Deadline for quote submission is Friday, January 18, 2008 at 3:00 P.M. to be delivered to the Hidalgo County Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas 78539.

**TERM:** The contract shall be for an initial period of one (1) year with County's option to renew for two (2) additional, one (1) year terms, under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for a sixty (60) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for the next contract term.

**ADDITIONAL INFORMATION:**

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

**EXHIBIT “B”**  
**VENDOR’S BID**

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 1

"WASTE WATER MANAGEMENT SYSTEM"

RFSQ NO.: 2008-011-01-18CGV

BID/QUOTE PAGE

I, Agustin Gomez, AM SUBMITTING A QUOTE/BID OF:  
PRINT NAME

PRICE PER WEEK/MONTH: \$ 1,150/MONTH

OTHER FEES (If any, please explain or describe): \$ \_\_\_\_\_

Company Name:

Agustin Gomez Wastewater Services

Address:

P.O Box 1012

City/State/Zip:

ELSA TX 78543

Phone/ Fax No.:

(956) 373-3124 (FAX) 292-2044

Cell Phone No.:

(956) 373-1220

Authorized Signature:

Agustin Gomez

Printed Name:

Agustin Gomez

Title:

Certified Operator

Date:

1-11-08



PURCHASING DEPARTMENT  
County Of Hidalgo

January 6, 2009

Mr. Agustin Gomez, Owner  
d/b/a Waste Water Services  
P.O. Box 1012  
Elsa, Texas 78543

Re: Renewal/Extension-C-08-030-01-30  
Waste Water Management System For Hidalgo County Precinct #1

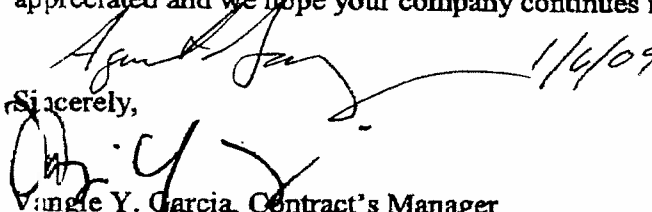
Dear Mr. Gomez:

Please be advised that Hidalgo County will be requesting permission by Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, January 13, 2009 to exercise the option to renew/extend the first (1<sup>st</sup>) year of the additional two (2) one (1) year term extension as provided in the current contract referenced above for: "Waste Water Management System" for Hidalgo County Precinct #1, under the same rates, terms and conditions. Renewal/Extension date effective as of January 30, 2009, terminating January 29, 2010.

Please acknowledge receipt of notice of intent to renew/extend current contract in place under the same rates, terms and conditions by signing below and returning to the Purchasing Department by no later than, Tuesday, January 6, 2009, 3:00 P.M., via facsimile to (956) 318-2629 attn: Vangie Y. Garcia, Contract's Mgr. and/or by email: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

  
Vangie Y. Garcia, Contract's Manager  
Hidalgo County Purchasing Department

Xc: file

AI-13255

17.B.3.

Pct.1-Invoice No. 11322880-L & G Engineers Inc-C-07-451-12-26

CC REGULAR

Date: 01/13/2009

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 1

---

**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 11322880 in the amount of \$27,657.02 submitted by L & G Consulting Engineers Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract # C-07-451-12-26 (PO # 596375) for: FM 493 from MILE 10 to SH 107-Hidalgo County Precinct No. 1.

**BACKGROUND**

Invoice No. 11322880-L&G Engineering

---

**Fiscal Impact**

FISCAL YEAR: 2008

ACCT. #: 8-1336-431-00-121-049-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Amount available in PO #596375 \$609,059.15 as of 1-7-09 for L & G Consulting Engineering in reference to the FM 493 project.

Funding in CIP funds will roll over to calendar year 2009 once period 13 closes.

---

**Attachments**

Link: Invoice No. 11322880-L & G Engineers

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 01/07/2009 04:09 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 01/08/2009 07:51 AM | APRV   |
| 3         | Ivan Cantu            | Ivan Cantu     | 01/08/2009 08:01 AM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 01/08/2009 10:17 AM | APRV   |

Form Started By: Letty Saenz

Started On: 01/07/2009 02:56 PM

Final Approval Date: 01/08/2009

---

**SYLVIA S. HANDY**  
**COUNTY COMMISSIONER, PCT. 1**

(956) 968-8733 FAX(956) 973-7804  
1902 JOE STEPHENS AVE.  
Weslaco, Texas 78596

**FAX COVERSHEET**

**To:** Purchasing Dept

**From:** Noe Montez

Attn: Letty Saenz

**Fax:**

**Pages:** 7

**Phone:**

**Date:** 1/7/09

**Re:**

**CC:**

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• **Comments**

For placement on next cc for approval for payment.....

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.



# Memorandum

To: Purchasing Dept

Attn: *LETTY*

From: Noe Montez *NM*

Date: 1/7/2009

Re: Inv # 11322880 L & G Engineers

---

Please place the following inv #11322880 from L & G Engineers on the next CC meeting for approval for payment.

Thanks

Noe Montez

**L & G Consulting Engineers Inc**  
**2100 W. Expressway 83**  
**Mercedes, TX 78570**  
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #: 11322880**  
**INVOICE DATE: 12/31/08**

**BILL TO: 34**

Hidalgo County Pct. #1  
 902 Joe Stephens  
 Weslaco, TX 78596

**JOB: 071401**

FM 493  
 c/o Hidalgo County  
 100 E. Cano  
 Edinburg, TX 78539

Contract #C-07-451-00-00  
 PO#596375/R233

| DESCRIPTION                                          | CONTRACT            | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED     | % COMPL     | BALANCE TO FINISH |
|------------------------------------------------------|---------------------|-----------------------|-------------------|---------------------|-------------|-------------------|
| Engineering services for the month of December 2008. |                     |                       |                   |                     |             |                   |
| 11006-Design Schem                                   | 272,500.00          | 258,875.00            |                   | 258,875.00          | 95.0        | 13,625.00         |
| 12001-EA Fieldwork                                   | 10,000.00           | 10,000.00             |                   | 10,000.00           | 100.0       |                   |
| 12002-EA Documents                                   | 57,000.00           | 51,300.00             |                   | 51,300.00           | 90.0        | 5,700.00          |
| 12003-Public Invt                                    | 3,000.00            | 3,000.00              |                   | 3,000.00            | 100.0       |                   |
| 12004-Cul Resc                                       | 20,000.00           | 2,743.35              | 2,137.02          | 4,880.37            | 24.4        | 15,119.63         |
| 12030-Public Invt                                    | 20,450.00           | 12,702.50             |                   | 12,702.50           | 62.1        | 7,747.50          |
| 13010-Prel-RdW Map/S                                 | 35,000.00           | 35,000.00             |                   | 35,000.00           | 100.0       |                   |
| 15001-Surv, Plans&Des                                | 25,000.00           | 23,750.00             |                   | 23,750.00           | 95.0        | 1,250.00          |
| 15010-Surv, Plan/Sub                                 | 105,000.00          | 105,000.00            |                   | 105,000.00          | 100.0       |                   |
| 15070-H&V Control/Su                                 | 35,200.00           | 35,200.00             |                   | 35,200.00           | 100.0       |                   |
| 16001-Rdwy Design                                    | 252,000.00          | 118,440.00            | 7,560.00          | 126,000.00          | 50.0        | 126,000.00        |
| 16100-Drainage                                       | 168,000.00          | 89,040.00             | 3,360.00          | 92,400.00           | 55.0        | 75,600.00         |
| 16200-Pavt Mtk & Sig                                 | 84,000.00           | 38,640.00             | 3,360.00          | 42,000.00           | 50.0        | 42,000.00         |
| 16240-Signal Design                                  | 40,000.00           |                       |                   |                     | 0.0         | 40,000.00         |
| 16302-Traf Cntrl Pln                                 | 84,000.00           | 29,400.00             | 4,200.00          | 33,600.00           | 40.0        | 50,400.00         |
| 16304-Irrigation                                     | 84,000.00           | 29,400.00             | 1,680.00          | 31,080.00           | 37.0        | 52,920.00         |
| 16307-Utilities                                      | 168,000.00          | 92,400.00             | 3,360.00          | 95,760.00           | 57.0        | 72,240.00         |
| 16400-Contract Mgmt                                  | 100,000.00          | 55,000.00             | 2,000.00          | 57,000.00           | 57.0        | 43,000.00         |
| 32000-Const. Mgmt                                    | 35,800.00           |                       |                   |                     | 0.0         | 35,800.00         |
| <b>TOTALS:</b>                                       | <b>1,598,950.00</b> | <b>989,890.85</b>     | <b>27,657.02</b>  | <b>1,017,547.87</b> | <b>63.6</b> | <b>581,402.13</b> |

8-1336-431-00-121-049-0-841 *NW*  
 PO 596375

|                         |                 |
|-------------------------|-----------------|
| ORIGINAL CONTRACT SUM   | \$ 1,598,950.00 |
| CHANGE BY CHANGE ORDER  | \$ 0.00         |
| CONTRACT SUM TO DATE    | \$ 1,598,950.00 |
| TOTAL COMPLETED TO DATE | \$ 1,017,547.87 |
| LESS PREVIOUS INVOICES  | \$ 989,890.85   |

*Aug 2nd*

PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 27,657.02

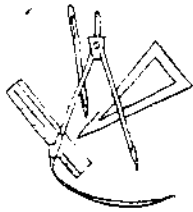
**INVOICE RECEIVED BY**  
*Nof. Hontela* on *1/5/09*  
**GOODS/SERVICES RECEIVED BY:**  
*Nof. Hontela* on *1/5/09*

*49/12*

Client: Hidalgo County

ATTACHMENT C  
WORK SCHEDULE  
FM 493  
FROM MILE 10 TO SH 197

| TASK AND DESCRIPTION                                 | FIRM  | 2007-2008 |     |     |     |     |     |     |     |     |     |     |     | 2009 |     |     |     |     |     |     |     |     |     |     |     |     |     |
|------------------------------------------------------|-------|-----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|                                                      |       | DEC       | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC  | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN |
| <b>WORK AUTHORIZATION NO. 1</b>                      |       |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Entire Length of Project</b>                      |       |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| PROJECT PLANNING                                     | RODS  |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | RODS  |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Update Parameters and DTM files                      | RODS  |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| DESIGN SURVEYS                                       | RODS  |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| FINISHING RIGHT-OF-WAY LAYOUT                        | RODS  |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Interstate w/ Hidalgo County (Orange District No. 1) | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Interstate w/ City of El Paso                        | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Interstate w/ Pecos (No. 1)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Hydrologic Map                                       | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Utility Coordination                                 | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Construction with TxDOT and COUNTY                   | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Coordination with TxDOT and COUNTY                   | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Schematic & Environmental Document Development       | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Develop Schematic with outlets                       | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Meet with TxDOT and county agencies as per comments  | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| TxDOT and COUNTY Approves Schematic                  | TxDOT |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Final Engineering                                    | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Submit Draft EA (Final)                              | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | TxDOT |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | TxDOT |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |
| Obtain EIR/DEIS (SURVEYING)                          | LAG   |           |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |     |



# L&G Engineering

January 2, 2009

Transportation Consultants

Hon. Sylvia Handy  
Hidalgo County Commissioner, Pct. #1  
1902 Joe Stevens  
Weslaco, Tx 78596

**RE: FM 493**

Dear Commissioner Handy:

Attached for your approval is our invoice for services rendered during the month of December 2008. The following is attached:

- L & G's Invoice & Subconsultant Invoice (when applicable)
- Exhibit C "Project Schedule"

| TASK                                                                                                                                                                                                                                                                                                      |      | %<br>COMPL |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|
| <b>FC 110 - DESIGN SCHEMATICS</b>                                                                                                                                                                                                                                                                         |      |            |
| L&G has revised the schematic/matrix based on TxDOT comments and new utility information. A Public Meeting was held on September 16 <sup>th</sup> . We have revised the final schematic based on comments received at the public meeting and submitted the revised final schematic to TxDOT for approval. | L&G  | 95%        |
| <b>FC 120 - ENVIRONMENTAL FIELD WORK</b>                                                                                                                                                                                                                                                                  |      |            |
| This task is complete.                                                                                                                                                                                                                                                                                    | L&G  | 100%       |
| Comments were received from TxDOT and the revisions were made and the 13 sets of the EA were delivered to TxDOT on November 12, 2008.                                                                                                                                                                     | L&G  | 90%        |
| This task is complete.                                                                                                                                                                                                                                                                                    | L&G  | 100%       |
| L&G is still working on obtaining ROE for the surveys to begin. The historical report and field work has begun.                                                                                                                                                                                           | L&G  | 24.4%      |
| No activities occurred this month.                                                                                                                                                                                                                                                                        | L&G  | 62%        |
| <b>FC 130 - PRELIMINARY RIGHT-OF-WAY MAPPING</b>                                                                                                                                                                                                                                                          |      |            |
| Existing lot corners have been located, existing ROW maps obtained and plotted, existing subdivision plats obtained and plotted and calculations for proper alignment is ongoing. ROW map file has been provided to L&G. A hard copy of all ROW information has been submitted to our office.             | RODS | 100%       |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
| <b>FC 150 - SURVEY PLANS AND DESIGN</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |      |
| L&G has managed contract development with RODS. We continue to review all work submitted by surveyor. Surveyor has submitted survey, along with preliminary survey control index sheets.                                                                                                                                                                                                                                                                                                                                                                                                                                                    | L&G  | 95%  |
| <b>FC 150 SURVEY PLANS AND DESIGN SUB</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      |      |
| Control points (BM's) are complete.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | RODS | 100% |
| <b>FC 151 HORIZONTAL/VERTICAL CONTROL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      |      |
| H&V Control has been established at 1000-ft. intervals (BM's) from 1000' North of SH 107 to 1000' South of Mile 10 North. A copy of the preliminary survey control index sheets has been submitted.                                                                                                                                                                                                                                                                                                                                                                                                                                         | RODS | 100% |
| <b>FC 152 ROADWAY DESIGN</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |      |
| Typical sections for an 84' roadway have been developed. Intersection layouts are being finalized. We continue to adjust profile and centerline and are finalizing the design cross sections and earthwork.                                                                                                                                                                                                                                                                                                                                                                                                                                 | L&G  | 50%  |
| <b>FC 153 STORM DRAINAGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |      |
| We are evaluating each proposed outfall. We continue to develop the storm drain and layout storage and discharge curves for the outfalls.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | L&G  | 55%  |
| <b>FC 154 PAVEMENT LAYOUT AND SIGNING</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      |      |
| Preliminary pavement markings have been laid out on the schematic. Intersection stationing is being coordinated by TxDOT. Revisions have been made to the striping based on correct schematic. Plan sheets are being cut.                                                                                                                                                                                                                                                                                                                                                                                                                   | L&G  | 50%  |
| <b>FC 157 SIGNAL DESIGN SUB</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |      |
| This task has not begun.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      | 0%   |
| <b>FC 161 TRAFFIC CONTROL PLAN</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |      |      |
| We have completed the TCP typical sections and continue to develop the overall TCP plan. We are preparing "Sequence of Construction" and "TCP General Notes" for submittal to TxDOT.                                                                                                                                                                                                                                                                                                                                                                                                                                                        | L&G  | 40%  |
| <b>FC 162 IRRIGATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |      |
| All irrigation crossings have been identified and existing conditions are being drafted. Coordination with the Donna Irrigation District is ongoing. Additional information needed is being obtained from existing project plans. Existing structure details are being verified.                                                                                                                                                                                                                                                                                                                                                            | L&G  | 37%  |
| <b>FC 163 UTILITIES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |      |
| An initial site survey was conducted. Major compensable utilities have been identified and adjustment costs have been being analyzed and incorporated into the project. Initial letters have been sent to all utilities found within the project limits. We are coordinating with North Alamo Water Supply Corp. and Texas Gas on major compensable items. Parallel gas line has been exposed and tied down in the field. We are identifying possible conflict locations to be exposed by the utility companies. Additional utility letters along with preliminary sheets have been sent to all utility companies for comments and mark-up. | L&G  | 57%  |
| <b>FC 164 CONTRACT MANAGEMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      |      |
| L&G continues to coordinate and manage the work required and is providing County with updates. L&G Engineering met with Precinct #1 on November 20, 2008                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | L&G  | 57%  |

Page 3

| FC-720 - CONSTRUCTION MANAGEMENT |     |    |
|----------------------------------|-----|----|
| This task has not begun.         | L&G | 0% |

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,



Armando J. Sandoval, P.E.  
Project Manager

Attachment

AI-13226

17.B.4.

**Aggregate Limestone Grade 4  
CC REGULAR**

**Date:** 01/13/2009

**Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Purchasing only:** Prct. 1

---

**Information**

**CAPTION**

Approval of a "Correction and Clarification" to the request for bids for Aggregate Limestone Grade 4 project (awarded by CC on 12-23-08), reflecting the correct bid number of 2008-424-12-10CGV (as supporting documentation of 12-23-08 indicated) and not as erroneously posted on the agenda itself as (2008-757-12-10CGV).

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1201-431-00-121-005-0-346/673

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Object code 346 "Hauling & Freight Services"- calendar year 2009 available balance as of 1-7-09 \$100,000.00.

Object code 673 "Road Material - calendar year 2009 available balance as of 1-7-09 \$217,500.00.

---

**Attachments**

Link: Aggregate Limestone Contract

Link: Limestone

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 01/07/2009 02:22 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 01/07/2009 02:48 PM | APRV   |
| 3         | Ivan Cantu            | Ivan Cantu     | 01/07/2009 03:55 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 01/07/2009 05:47 PM | APRV   |

Form Started By: Gricelda Villarreal

Started On: 01/06/2009 04:17 PM

Final Approval Date: 01/07/2009

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# REQUIREMENTS AGREEMENT

**C-2008-424-12-23**

THIS AGREEMENT (the "Agreement") is entered into effective as of December 23, 2008 by and between **Border Pacific Railroad, DBA Border Pacific Materials** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Aggregate Limestone Grade 4, Type A,**" as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of six months; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Aggregate Limestone Grade 4, Type A, (OPTION II ONLY of Exhibit B)**" for projects within **HIDALGO COUNTY PRECINCT NO. 1**. Term of contract is for a period of one (1) year beginning December 23, 2008 and ending on December 22, 2009 with County's option to renew for an additional one (1) year on an "As Needed Basis" under the same rates, terms and conditions. County may extend this agreement for an additional sixty (60) days grace period. (If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.



construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

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

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County  
Attention: County Judge  
100 E. Cano, 2nd Floor  
Edinburg, Texas 78539

If to Seller: Border Pacific Railroad, DBA Border Pacific Materials  
Attn: Sofia Cantu  
PO Box 156  
Rio Grande City Texas 78582

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.

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

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

h. **Assignment.** This Agreement shall not be assignable.

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

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

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

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

**APPROVED BY COMMISSIONERS COURT ON** \_\_\_\_\_

APPROVED AS TO FORM:  
Atlas & Hall, L.L.P

By: \_\_\_\_\_  
Date: \_\_\_\_\_

HIDALGO COUNTY

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge  
Date: \_\_\_\_\_

**COMMISSIONERS COURT ON**

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk  
Date:\_\_\_\_\_

Border Pacific Railroad  
DBA Border Pacific Materials

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date:\_\_\_\_\_

CCM/12/23/08

12

**B. Recommending bid award to the sole participant received for the request for bids No.: 2008-757-12-10CGV-Aggregate Limestone Grade 4 for Pct. No. 1 with approval of contract.**

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

**C. Pct 2**

1. **Presentation for consideration, discussion, acceptance, and approval of contract C-08-334-11-12 for "Hidalgo County Precinct No. 2-Construction of McColl Road Irrigation Canal Siphon" reviewed and approved as to form by legal counsel, and previously awarded by Commissioners' Court on 11/12/2008.**

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

2. **Presentation for discussion, consideration, acceptance, and approval of request for payment of Invoice No. 2618 in the amount of \$2,818.75 (RSW Unit #1 Subdivision) and invoice no. 2619 in the amount of \$60,464.40 (Southfork Drainage Lateral) from R. Gutierrez Engineering Corporation, contracted project engineer for Precinct No. 2, after Auditor's review and processing procedures completed including authority for County Treasurer to issue payment(s)/check(s);**

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

3. **Requesting approval of Change Order No. 6 (additional sixty (60) days) in connection with the "South Tower Park Project" from contracted vendor, Sanchez United Contracting, Inc., and as recommended by project engineer, R. Gutierrez Engineering Corp., with authority for County Judge or Court member to execute document**

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

4. **Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 2 (with a proposed fee of \$4,048.00) for "Val-Mex Drive in Hidalgo, Texas," with Millennium Engineers Group, to provide engineer services to Hidalgo County Precinct No. 2. C-08-316-10-28**

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

**D. Pct. 3**

1. **Approval of Request for Payment on Invoice Nos. 08124 (\$2,000.00-Barney Groves Subdivision-C-08-112-03-25) and #081 25(\$7,91 4.37-Monica Acres Drainage Outfall-C-07-077-03-27) submitted by contracted project engineer, Javier Hinojosa Engineering.**

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

**AI-12910**  
**Pct 1 Projects**  
**CC REGULAR**

**19.B.2.**

**Date:** 12/23/2008  
**Submitted By:** Gricelda Villarreal, PURCHASING DEPT.  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department

**Purchasing only:** Prct. 1

---

**Information**

**CAPTION**

- A. Recommending bid award to the lowest bidder meeting all specifications and/or requirements for the request for bids No.: 2008-251-12-10CGV-Hauling Services for Millings Materials for Prct. No. 1" with approval of contract.
- B. Recommending bid award to the sole participant received for the request for bids No.: 2008-757-12-10CGV-Aggregate Limestone Grade 4 for Prct. No. 1 with approval of contract.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2008  
**FUNDS AVAILABLE Y/N?:** Y  
**BUDGETARY IMPACT:**  
Available balance as of 12/18/08; \$20,678.19; For Hauling Services

**ACCT. #:** 8-1201-431-00-121-005-0-346  
**MATCHING FUNDS Y/N?:**

**FISCAL YEAR:** 2008  
**FUNDS AVAILABLE Y/N?:** Y  
**BUDGETARY IMPACT:**  
Available balance as of 12/18/08; \$4,110.06; For Limestone material

**ACCT. #:** 8-1201-431-00-121-005-0-673  
**MATCHING FUNDS Y/N?:**

---

**Attachments**

Link: [Tabulation Sheets](#)  
Link: [Hauling Exhibits](#)  
Link: [Limestone Exhibits](#)

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 12/18/2008 08:33 AM | APRV   |
| 2         | Roland Garcia       | Rolando Garcia | 12/19/2008 11:29 AM | APRV   |
| 3         | Auditor's Office    |                | 12/19/2008 05:13 PM | NEW    |

Form Started By: Gricelda Villarreal  
Started On: 12/17/2008 01:37 PM  
Final Approval Date: 12/19/2008

AI-13256

17.C.1.

**Pct 2 -Authority to purchase Tables from The PlayWell Group thru Buyboard Contract**  
**CC REGULAR**

**Date:** 01/13/2009

**Submitted By:** Moises Salazar, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Purchasing only:** Prct. 2

---

**Information**

**CAPTION**

Requesting authority to purchase three (3) Single Pedestal Tables through the County's participation/membership with TASB Buyboard's from awarded vendor The Playwell Group contract # 269-07 for Precinct #2 South Tower Park in the total purchase price not to exceed \$2,311.13 (Buyboard Fees, shipping and handling included).

**BACKGROUND**

Purchase does not include installation. Installation to be done by County Staff.

---

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1212-452-00-122-008-0-739

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is \$176,110.15 as of 1/12/09.

---

**Attachments**

Link: THE PLAYWELL GROUP QUOTE

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 01/07/2009 05:02 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 01/08/2009 07:57 AM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 01/08/2009 09:03 AM | APRV   |
| 4         | Auditor's Office      |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Moises Salazar  
Started On: 01/07/2009 02:56 PM  
Final Approval Date: 01/09/2009

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# The PlayWell Group

Toll free: (800) 726-1816

New Mexico  
9430 San Mateo., NE, Unit G  
Albuquerque, NM 87113  
(505) 899-1762

Free Fax: (800) 560-9150

Texas  
4743 Iberia Ave., Suite C  
Dallas, TX 75207  
(972) 488-9355

## QUOTATION

SQ-15735

12/31/2008

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                           |                                                                                                                                                |                  |                                                                                                                                                        |                    |                          |                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------|----------------------|
| <b>Customer</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                           | <b>Contact</b>                                                                                                                                 |                  | <b>Ship To</b>                                                                                                                                         |                    |                          |                      |
| Hidalgo County Precinct 2<br>301 E State<br>PHARR TX 78577                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                           | Hidalgo County Precinct 2<br>Charlie Contreras<br>301 E State<br>PHARR TX 78577<br>UNITED STATES<br>Tel: (956)-787-1891<br>Fax: (956)-787-4683 |                  | Hidalgo County Precinct 2<br>Daniel Flores<br>E 107 & 6th Street<br>SAN CARLOS TX 78539<br>UNITED STATES<br>Tel: (959)-239-1942<br>Fax: (956)-787-4683 |                    |                          |                      |
| <b>Account</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Terms</b>                                                                                                                                                                              |                                                                                                                                                | <b>Due Date</b>  |                                                                                                                                                        | <b>Account Rep</b> |                          | <b>Schedule Date</b> |
| 1581                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | NET 30                                                                                                                                                                                    |                                                                                                                                                | 1/30/2009        |                                                                                                                                                        | Dan Libby          |                          | 2/13/2009            |
| <b>Quotation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>PO #</b>                                                                                                                                                                               |                                                                                                                                                | <b>Reference</b> |                                                                                                                                                        | <b>Ship VIA</b>    |                          | <b>Page</b>          |
| SQ-15735                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                           |                                                                                                                                                |                  |                                                                                                                                                        | Default Carrier    |                          | 2                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                           |                                                                                                                                                |                  |                                                                                                                                                        |                    | 12/31/2008<br>10:28:53AM |                      |
| <b>L Item</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Description</b>                                                                                                                                                                        | <b>Qty</b>                                                                                                                                     | <b>Price</b>     | <b>UM</b>                                                                                                                                              | <b>Discount</b>    | <b>Amount</b>            |                      |
| 1 BuyBoard                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | BUYBOARD                                                                                                                                                                                  | 1                                                                                                                                              | \$0.00           | EA                                                                                                                                                     |                    | \$0.00                   |                      |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | This is a BuyBoard Purchasing Cooperative Quote. Pricing Reflects BuyBoard Discounts As Listed On Web Site www.buyboard.com Under The Vendor Listing For The PlayWell Group, Inc.# 269-07 |                                                                                                                                                |                  |                                                                                                                                                        |                    |                          |                      |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                           | 3                                                                                                                                              | \$507.00         | EA                                                                                                                                                     | \$121.68           | \$1,369.32               |                      |
| 4 RJT-PT/P/G6TP                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Single Pedestal Table                                                                                                                                                                     | 1                                                                                                                                              | \$911.81         | EA                                                                                                                                                     |                    | \$911.81                 |                      |
| 5 SH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Shipping & Handling                                                                                                                                                                       |                                                                                                                                                |                  |                                                                                                                                                        |                    |                          |                      |
| This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest to the amount or 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell. |                                                                                                                                                                                           | <b>Tax Details</b><br>EXEMPT \$0.000                                                                                                           |                  | <b>Taxable</b>                                                                                                                                         |                    | \$0.00                   |                      |
| Customer PO No. _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                           |                                                                                                                                                |                  | <b>Total Tax</b>                                                                                                                                       |                    | \$0.00                   |                      |
| Approved By: _____ Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                           |                                                                                                                                                |                  | <b>Exempt</b>                                                                                                                                          |                    | \$2,311.13               |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                           |                                                                                                                                                |                  | <b>Total</b>                                                                                                                                           |                    | \$2,311.13               |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                           |                                                                                                                                                |                  | <b>Balance</b>                                                                                                                                         |                    | \$2,311.13               |                      |



# The PlayWell Group

Toll free: (800) 726-1816

Free Fax: (800) 560-9150

New Mexico  
9430 San Mateo., NE, Unit G  
Albuquerque, NM 87113  
(505) 899-1762

Texas  
4743 Iberia Ave., Suite C  
Dallas, TX 75207  
(972) 488-9355

12/31/2008

Hidalgo County Precinct 2  
Charlie Contreras  
301 E State  
PHARR TX 78577  
UNITED STATES  
Tel: (956)-787-1891  
Fax: (956)-787-4683

Thank You for Choosing The PlayWell Group, for all Your Park and Play Needs! Your Business is Appreciated!

## Warning

Surfacing Required! IMPORTANT! The PlayWell Group and Playworld Systems, Inc. strongly recommends the use of resilient surfacing material under and around all playground equipment. Refer to the Consumer Protection Safety Commission's Publication Number 325, Handbook for Public Playground Safety, for suggested guidelines. See catalog for use zone dimensions.

## Owner's Responsibility

All playground equipment and surfaces must be maintained and/or inspected on a regular basis. The recommended minimum is once a week. Educate users in safe use of play equipment. Information signage is highly recommended to inform adults of their playground supervision responsibilities.

Delivery Time Varies Depending on Manufacturer. Please refer to Quote to find Specific Time.

## DelivTerms

### F.O.B. FACTORY

Title to all goods passes to the customer at the time of shipment from the manufacturer. All quoted ship dates are approximate and contingent upon manufacturer's shipping schedules or other causes beyond our control. PRODUCTS ARE SHIPPED KNOCKED DOWN. CUSTOMER IS RESPONSIBLE FOR ASSISTING IN UNLOADING, STORAGE AND INSTALLATION OF MATERIALS UNLESS OTHERWISE STATED.

## Terms & Conditions

New accounts, nontax funded customers: 50% deposit and provide credit application. Balance due net 15 days or upon completion if installed by PlayWell. Bonded public project terms: Bonding information and credit application required. Deposit may be required. Late penalties may apply.

Full payment due on all orders under \$1,000.00 No Exceptions

ACTION OF GOD OR NON-PRODUCT PROJECT DELAYS SHALL NOT VOID THE ABOVE TERMS!

## CancelPolicy

### THANK YOU FOR YOUR BUSINESS!

Your equipment will be ordered immediately upon receipt of written approval. Order changes will delay shipment up to 6 weeks. All orders cancelled prior to shipment will be charged 10% of the equipment price. Orders cancelled after shipment but prior to installation will be charged delivery and return shipping and handling fees plus a 25% restocking fee. No refunds will be given on installed equipment.

## Installation Is Not Included On This Quote

A separate installation quote must be included with your order if installation is required. Installation is not included in any price listed on this quote.

Please sign below to acknowledge acceptance of these terms.

SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_

**HIDALGO COUNTY PRECINCT #2  
COMMISSIONER  
HECTOR "TITO" PALACIOS**

**FACSIMILE TRANSMITTAL SHEET**

|                                  |                                                         |
|----------------------------------|---------------------------------------------------------|
| TO: <u>Rocio Villarreal</u>      | FROM: <u>Yoli Cisneros - Admin. Assistant II</u>        |
| COMPANY: <u>Purchasing Dept.</u> | DATE: <u>1/07/2009</u>                                  |
| FAX NUMBER: <u>9-318-2629</u>    | NUMBER OF PAGES: <u>3</u> (Including Cover Sheet)       |
| PHONE NUMBER: <u>9-318-2626</u>  | SENDER'S PHONE NUMBER: <u>(956) 787-1891 Ext. #2002</u> |
| RE: <u>Agenda Request</u>        | SENDER'S FAX NUMBER: <u>(956) 787-4683</u>              |

☐ URGENT    ☐ FOR REVIEW    ☐ PLEASE COMMENT    ☒ PLEASE REPLY    ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Rocio,  
Please place this item on CC Agenda  
for next week. South Tower Park Project.  
Account to be used will be  
#9-1212-432-10-122-008-0-739  
Please confirm you have received!

THANK YOU!!!!

E-Mail Address: [yoli.cisneros@co.hidalgo.tx.us](mailto: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**

AI-13233

17.C.2.

**Request for Agreement with AEP/CPL for Pct. 2 South Tower Park  
CC REGULAR**

**Date:** 01/13/2009

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Submitted For:** Rocio Villarreal

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Purchasing only:** Prct. 2

---

**Information**

**CAPTION**

A. Requesting approval of an "order" granting an exemption from competitive bidding requirements under Texas Local Gov't. Code, Chapter 262, Section .024 (a)(7) "an item that can only be obtained from only one source" in connection with providing turnkey lighting and maintenance services to South Tower Park for Pct. #2;

B. Approval of a "Sole Source Declaration" with authority to enter into a "Contribution-In-Aid-of-Construction Agreement" with AEP Texas Central Company in the amount of \$18,734.19 for the installation of a Single Phase and URD Trans to Serve Gazebo & Street Lighting with authority for County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1212-452-00-122-008-0-739

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

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

**BUDGETARY IMPACT:**

Available Balance \$176,110.15 as of 1/9/09.

---

**Attachments**

Link: [Backup](#)

Link: [Drawing](#)

Link: [declaration](#)

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 01/09/2009 12:20 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 01/09/2009 01:31 PM | APRV   |
| 3         | Dale Kennan           | Dale Kennan    | 01/09/2009 01:55 PM | APRV   |
| 4         | Auditor's Office      |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Rocio Villarreal  
Started On: 01/06/2009 04:59 PM

Final Approval Date: 01/09/2009



**rocio.villarreal**

---

**From:** trcanul@aol.com  
**Sent:** Tuesday, January 06, 2009 4:24 PM  
**To:** rocio.villarreal@co.hidalgo.tx.us  
**Subject:** Fwd: Tower Park Electrical Service

Here is the proposal. If I remember correctly, the drawing I emailed is not correct, but it will have to do for the agenda. The price should be correct.

Tommy Canul  
V·A Architecture  
(956)631-2242 OFFICE  
(956)686-7916 FAX

**PRIVILEGED & CONFIDENTIAL**

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

**From:** javier carreon <javier.carreon@co.hidalgo.tx.us>  
**To:** trcanul@aol.com  
**Sent:** Thu, 18 Dec 2008 3:27 pm  
**Subject:** FW: Tower Park Electrical Service

---

**From:** jahermosillo@aep.com [<mailto:jahermosillo@aep.com>]  
**Sent:** Tuesday, December 09, 2008 4:34 PM  
**To:** javier carreon  
**Subject:** RE: Tower Park Electrical Service

Javier, here is the bill you requested to be send via email. I mail you this bill already. Let me remind you we need and easement for the new overhead and underground facilities.

I was only able to provide you with a print screen copy. Please wait for the original send by mail. Also, please ignore the remit to information.

Thank you.

1/6/2009

PLEASE >> Please remit To:  
 DETACH >> American Electric Power  
 STUB >> P.O. Box 24424 Company No: 211  
 AND >> Canton, OH 44701-4424 Contract No: DWMS00000094067  
 RETURN >> Bill To: Date: 12/9/2008  
 WITH >> Hidalgo County Princinct. #2 Amount Due: 18,734.19  
 PAYMENT >> Amount Remitted: \_\_\_\_\_

Contract No: DWMS00000094067

Date: 12/9/2008

## PRO FORMA

Customer No:  
 Purchase Order: 27056812

| Description                                                     | Quantity | UOM | Init Amt    | Net Amount |
|-----------------------------------------------------------------|----------|-----|-------------|------------|
| INSTALL SINGLE PHASE AND URD TRANS<br>TO SERVE GAZEBO & ST. LT. | 1.0      | EA  | 18,734.19   | 18,734.19  |
|                                                                 |          |     | Amount Due: | 18,734.19  |

## AEP Texas Central Company

### Contribution-In-Aid-Of-Construction Agreement For Electric Distribution Service

Hidalgo County Princinct. #2  
Service: S. TOWER RD.  
ALAMO, TX

Contract #: DWMS00000094067      Work Request #: 27056812

Date: 12/9/2008

The Customer has requested the installation of electric distribution facilities (hereinafter referred to as "Basic Service") as follows: INSTALL SINGLE PHASE AND URD TRANS TO SERVE GAZEBO & ST. LT.

Additionally, the Customer has requested Premium Service as follows:

AEP Texas Central Company (hereinafter referred to as "Company") agrees to INSTALL SINGLE PHASE AND URD TRANS TO SERVE GAZEBO & ST. LT.

Customer agrees to CIAC BEFORE RELEASING WORK REQUEST

In accordance with the Company's terms and conditions as filed with the Public Utilities Commission of Texas the Customer agrees to pay AEP Texas Central Company a nonrefundable payment as follows.

1. \$18,734.19 is the total up-front Contribution-In-Aid-Of-Construction.

All facilities installed by the Company will be and remain property of the Company. The Company expressly retains the right to use said lines and equipment for any purpose which Company deems advisable, including the distribution of electric service to other customers.

It is understood and agreed that the Company will not begin facilities construction until all Contribution-In-Aid-Of-Construction costs for Basic and Premium Services outlined above are received by the Company.

It is understood and agreed that this agreement, and particularly the amounts of the Contribution-In-Aid-Of-Construction contained herein, are based on the specifics of the Customer's request for distribution electric facilities.

Other utilities may have lines and/or equipment that utilize American Electric Power's pole or other facilities. American Electric Power is not responsible for the installation, relocation or removal of lines and/or equipment owned by other utilities at this location. Each utility is responsible for its own equipment and the time it takes to install, remove or relocate it. Any fees charged by other utilities are the responsibility of the customer, not American Electric Power. The customer is responsible for contacting the other utilities and making arrangements with them for any work that must be done to facilitate this contract.

If the Customer's request for facilities is altered or the Customer requests a delay or otherwise is unable to take service by 12/05/2008, the Company reserves the right to adjust the amount of the Contribution-In-Aid-Of-Construction to reflect either the alteration in requested facilities or the delay in service, or both. All dates for commencement and completion of construction are estimates only and do not represent guaranteed dates.

Nothing herein contained shall be construed as a waiver or relinquishment by Company or any right it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereunder or for any reason or cause stated in the Company's Tariff.

The quoted price will be valid until 03/09/2009

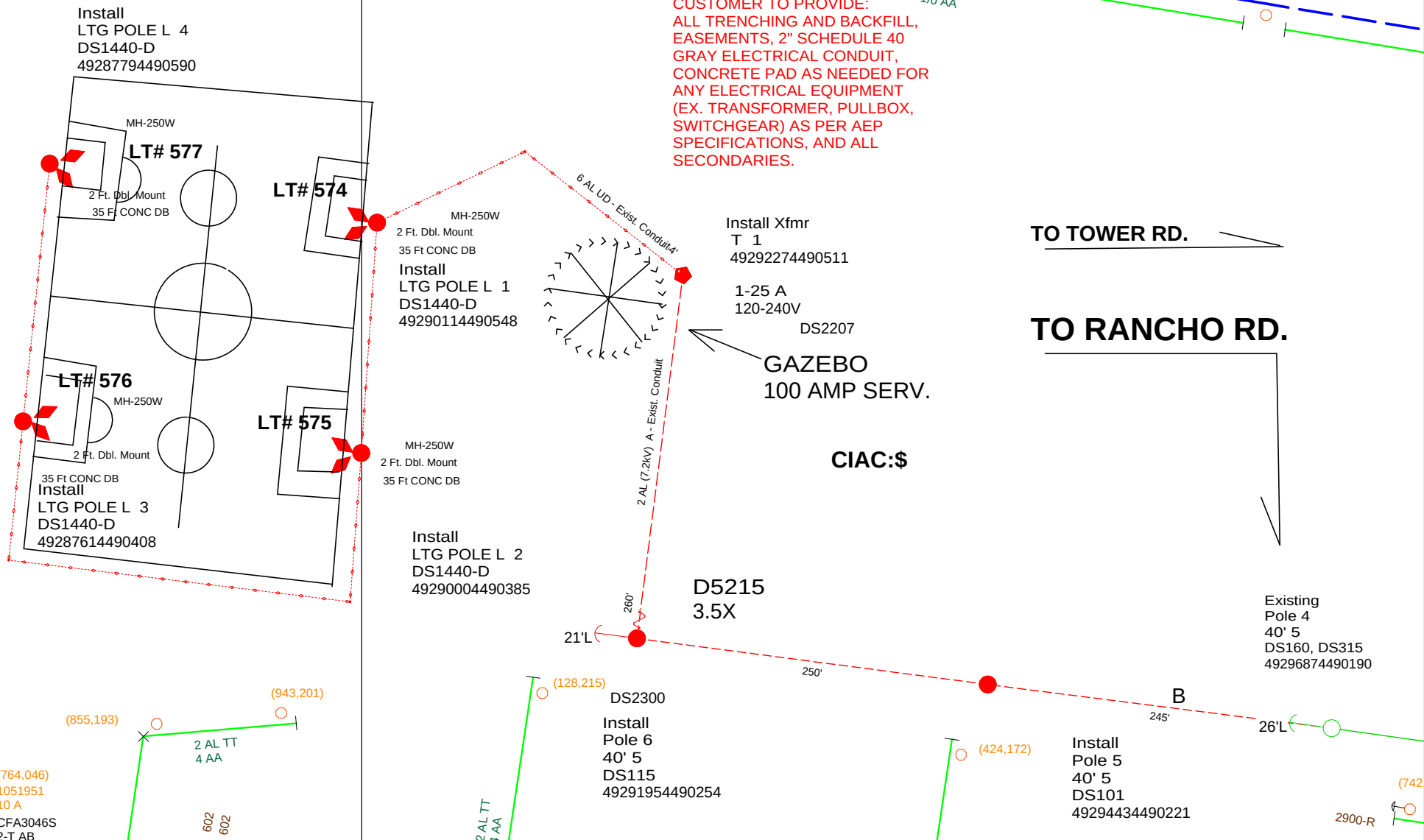
By signing and returning this Agreement, Customer agrees to accept the above described terms and conditions.

|                                                                                                |                                                                                               |
|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <p>Customer</p> <p>By _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p>Company</p> <p>By _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|

AEP - TEXAS  
Juan A. Hermosillo  
Engineering Technician  
Pharr Distribution Customer Design  
Office: 956-283-2368  
Fax: 956-283-2382

Get a **free MP3** every day with the Spinner.com Toolbar. [Get it Now.](#)

**RWR:27056812**



**TO TOWER RD.**

**TO RANCHO RD.**

**CIAC:\$**

D5215  
3.5X

Existing  
Pole 4  
40' 5  
DS160, DS315  
49296874490190

E

Install  
Pole 5  
40' 5  
DS101  
49294434490221

(742.

2900 ft

|                          |              |                   |
|--------------------------|--------------|-------------------|
| Date Requested: 6/3/2003 |              | Bucket Truck?: Y  |
| Date Required: 1/30/2009 |              | Truck to Site?: Y |
|                          |              | 4 WD?: N          |
|                          |              | County: HIDALGO   |
|                          | Station No.: | Circuit No.: 3610 |

## ***An LD-Pro® Works sketch***

Job Name: PRINCINCT #2 PARK

Location: S. TOWER RD. & RANCHO BLANCO (ALAMO)

Division: CP

District: Pharr

Crew HQ: Pharr Const 1

|              |
|--------------|
| Station No.: |
|--------------|

Circuit No.: 3610

W/R#: 27056812

|                 |
|-----------------|
| WO#: DCP0162802 |
|-----------------|

|                                 |
|---------------------------------|
| Sta/Circuit Name: N. ALAMO STA. |
|---------------------------------|

JU Proposal(s): STAKED

|             |
|-------------|
| NOT CLEARED |
|-------------|

|          |  |
|----------|--|
| Voltage: |  |
|----------|--|

Map: san benito.gst

R/W#: EDN100039

|         |
|---------|
| Phases: |
|---------|

|       |  |
|-------|--|
| Quad: |  |
|-------|--|

EXTEND SINGLE PHASE TO SERVE TRANS AND ST. LT. FOR SOCCER FIELD FIELD CHECK BY JUA Date: 12/5/2008

|          |
|----------|
| Print #: |
|----------|

Scale: 1" = 100'

Drawn By: JUAN A. HERMOSILLO

Page: 1 of 1





PURCHASING DEPARTMENT  
County Of Hidalgo

## MEMORANDUM

### "SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar  
Hidalgo County Purchasing Agent *me*

DATE: January 9, 2009

RE: "Sole Source Declaration"-Illumination of South Tower Park

---

Hidalgo County requires a turn key solution for the illumination of South Tower Park located in Precinct No. 2. Lighting equipment as well as maintenance and repair of equipment is a critical component in providing a safe and secure environment for use by Hidalgo County residents.

AEP is the sole provider of a turn key solution to supply lighting equipment, as well as repairs and maintenance,

Therefore Hidalgo County requires a contract with AEP to provide lighting equipment including repairs and maintenance for South Tower Park.

AI-13227

17.D.1.

Requesting for Payment for Invoice No. 11322881 from L&G Engineering for Pct 3

CC REGULAR

Date: 01/13/2009

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 # 11322881 in the amount of \$2,685.43 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:**

Amount available in PO# 600650 is \$497,929.91 for L&G Consulting Engineers, INC.

---

**Attachments**

Link: [Invoice](#)

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 01/07/2009 02:42 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 01/07/2009 02:49 PM | APRV   |
| 3         | Roland Garcia         | Rolando Garcia | 01/07/2009 03:57 PM | APRV   |
| 4         | Auditor's Office      | Linda Fong     | 01/07/2009 05:45 PM | APRV   |

Form Started By: Rocio Villarreal

Started On: 01/06/2009 04:29 PM

Final Approval Date: 01/07/2009

---

**L & G Consulting Engineers Inc**  
**2100 W. Expressway 83**  
**Mercedes, TX 78570**  
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #: 11322881**  
**INVOICE DATE: 12/31/08**

*128644*  
*600650*

**BILL TO: 08**  
Hidalgo County Pct. #3  
P.O. Box 607  
Mission, TX 78572

**JOB: 080301**  
La Homa  
  
P.O. Box 607  
Mission, TX 78572

Contract# C-08-031-02-12  
PO# 600650

| DESCRIPTION                                          | CONTRACT     | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|------------------------------------------------------|--------------|-----------------------|-------------------|-----------------|---------|-------------------|
| Engineering services for the month of December 2008. |              |                       |                   |                 |         |                   |
| 11006-Dsgn Schematic                                 | 157,500.00   | 149,625.00            |                   | 149,625.00      | 95.0    | 7,875.00          |
| 12002-EA Reports                                     | 55,000.00    | 38,500.00             |                   | 38,500.00       | 70.0    | 16,500.00         |
| 12003-Public Invt                                    | 25,000.00    | 25,000.00             |                   | 25,000.00       | 100.0   |                   |
| 12020-EA, Report/Sub                                 | 20,000.00    | 5,240.09              | 2,685.43          | 7,925.52        | 39.6    | 12,074.48         |
| 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-Design Srvy/Sub                                | 40,000.00    | 36,000.00             |                   | 36,000.00       | 90.0    | 4,000.00          |
| 16001-Rdwy Design                                    | 283,500.00   | 113,400.00            |                   | 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    | 22,680.00             |                   | 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    | 5,670.00              |                   | 5,670.00        | 30.0    | 13,230.00         |
| 16307-Utilities                                      | 63,000.00    | 22,050.00             |                   | 22,050.00       | 35.0    | 40,950.00         |
| 16400-Contract Mgmt                                  | 31,500.00    | 11,025.00             |                   | 11,025.00       | 35.0    | 20,475.00         |
| TOTALS:                                              | 1,033,500.00 | 533,570.09            | 2,685.43          | 536,255.52      | 51.9    | 497,244.48        |

|                         |                 |
|-------------------------|-----------------|
| 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 | \$ 536,255.52   |
| LESS PREVIOUS INVOICES  | \$ 533,570.09   |

*C. J. Smith*  
PROJECT MANAGER'S SIGNATURE

CURRENT PAYMENT DUE \$ 2,685.43

INVOICE RECEIVED BY  
*WBC* ON *1/5/09*  
GOODS/SERVICES RECEIVED BY  
*Conn. Flores* ON *12/31/08*  
*8-156-431-00-123-045-0-731*

*mgm*



Sound Science. Creative Solutions.™

3033 N. Central Avenue, Suite 145  
Phoenix, AZ 85012

Remit to:  
P.O. Box 92170  
Elk Grove, IL 60009

P 602.274.3831  
F 602.274.3958

# Invoice

Invoice No : **14688-003**  
Date : **December 10, 2008**

Contract Maximum : \$19,993.00  
Total To Date: \$7,925.52  
Prev Billing Amount: \$5,240.09  
Invoice Amount: \$2,685.43  
Period Ending: 11/22/2008

To: L & G Engineering  
2100 W. Expressway 83  
Mercedes TX 78570

Attention: Velma Garcia

Project : 14688. - La Homa Road Surveys

Manager: Christian Hartnett

| Particulars                                                                                | Current Billing |
|--------------------------------------------------------------------------------------------|-----------------|
| Services for period ending 2008-NOV-22                                                     |                 |
| La Homa Road Surveys                                                                       |                 |
| Professional Services                                                                      |                 |
| Cultural Resources Spec VI                      3.50HR    @ \$105.00 / HR =       \$367.50 |                 |
| Cultural Resources Spec III                    16.50HR   @ \$75.00 / HR =     \$1,237.50   |                 |
| Cultural Resources Spec II                    10.00HR   @ \$65.00 / HR =     \$650.00      |                 |
| Total: Professional Services                                                               | 2,255.00        |
| Expenses                                                                                   |                 |
| Automobile Rental                                                                          | 55.03           |
| Communication Fees                                                                         |                 |
| Communication Fee                      2 % of       \$2,255.00       =       \$45.10       |                 |
| Total: Communication Fees                                                                  | 45.10           |
| Travel                                                                                     | 330.30          |
| Total: Expenses                                                                            | 430.43          |
| Total: La Homa Road Surveys                                                                | 2,685.43        |
| INVOICE TOTAL                                                                              | 2,685.43        |

543/  
080301  
12020/-

Vg





January 2, 2009

Hon. Joe Flores  
Hidalgo County Commissioner, Pct. #3  
724 N. Breyfogle  
Mission, Texas 78572

**Re: La Homa Road Progress Report**

Dear Commissioner Flores

Attached for your approval is our invoice for the month of December 2008. The following is attached:

- L & G's Invoice (and sub consultant invoice, if applicable)
- Attachment C "Work Schedule"

This project consists of schematic design, surveying, plans specifications and estimates, environmental document, right-of-way mapping and design surveys.

| <b>FC 110 – SCHEMATIC DESIGN</b>                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         | <b>%<br/>Complete</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------|
| A schematic based on 100 ft. proposed ROW has been developed for the public meeting. We have made final revisions requested by TxDOT. A public meeting was held on November 12, 2008. We have reviewed comments for potential changes to "best fit" schematic layout. We have submitted revised final schematic to TxDOT.                                                                                                                                           | <b>L&amp;G</b>          | <b>95%</b>            |
| <b>FC 120 – EA REPORTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                          |                         |                       |
| A draft copy of the environmental document was submitted to TxDOT on November 26, 2008.                                                                                                                                                                                                                                                                                                                                                                             | <b>L&amp;G</b>          | <b>70%</b>            |
| <b>FC 120 – PUBLIC INVOLVEMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |                       |
| A public meeting was held on November 12, 2008. L&G scheduled the court reporter and interpreter services. L&G also attended, provided exhibits and conducted the public meeting. This task is complete.                                                                                                                                                                                                                                                            | <b>L&amp;G</b>          | <b>100%</b>           |
| <b>FC 120 – ARCHEOLOGICAL SURVEYS</b>                                                                                                                                                                                                                                                                                                                                                                                                                               |                         |                       |
| The permits to conduct surveys have been obtained and are waiting ROE letters to be returned to begin surveys. All background research has been conducted and Historic Report has begun to be developed.                                                                                                                                                                                                                                                            |                         | <b>39.6%</b>          |
| <b>FC 130 – PRELIMINARY ROW MAP</b>                                                                                                                                                                                                                                                                                                                                                                                                                                 |                         |                       |
| Existing lot corners, ROW maps, and subdivision plats have been located and plotted. A check on the "best fit" alignment based on surveyor's ROW map has been completed. We have obtained ROW info/plans on the new high school north of 2 Mile line.                                                                                                                                                                                                               | <b>L&amp;G<br/>RODS</b> | <b>90%<br/>90%</b>    |
| <b>FC 150 – DESIGN SURVEYS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                      |                         |                       |
| Control points (BM's) completed and field collection of 22,300 linear feet of topographic data is complete. The 2D model and DTM is complete and has been submitted to us.                                                                                                                                                                                                                                                                                          | <b>L&amp;G<br/>RODS</b> | <b>90%<br/>90%</b>    |
| <b>FC 160 – ROADWAY DESIGN</b>                                                                                                                                                                                                                                                                                                                                                                                                                                      |                         |                       |
| Typical sections for both proposed and existing roadway have been completed. We have developed a centerline and preliminary profiles based on survey data. We continue to work on intersection layouts, project cross sections and preliminary earthwork. We are using utility data that has been collected to ensure that our current alignment will minimize compensable utilities. Adjustments are being made to accommodate construction at new La Joya School. | <b>L&amp;G</b>          | <b>40%</b>            |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |       |      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|
| <b>FC 161 – DRAINAGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       |      |
| We have completed the hydrologic map for this project. We have delineated all project drainage areas and have identified project outfalls. We are currently developing the project storm drain system based on the proposed profile and verifying the adequacy of the proposed outfall. Adjustments have been made to accommodate construction at new La Joya School.                                                                                                      | L&G   | 35%  |
| <b>FC 162 – SIGNING, PAVEMENT MARKING</b>                                                                                                                                                                                                                                                                                                                                                                                                                                  |       |      |
| Preliminary striping has been developed for the entire project.                                                                                                                                                                                                                                                                                                                                                                                                            | L&G   | 15%  |
| <b>FC 162 – ISOLATED SIGNAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                            |       |      |
| Mile 2 did not warrant a signal. Signal at school is to be installed under the currently ongoing construction..                                                                                                                                                                                                                                                                                                                                                            | L&G   | 0%   |
| <b>FC 162 – SIGNAL WARRANT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                             |       |      |
| Work has been completed. Based on the ADT, the intersection at SH 364 and Mile 2 did not warrant a traffic signal. This task is complete.                                                                                                                                                                                                                                                                                                                                  | TESDI | 100% |
| <b>FC 163 – TRAFFIC CONTROL PLAN</b>                                                                                                                                                                                                                                                                                                                                                                                                                                       |       |      |
| Based on proposed profile and the storm drain system currently under development, we have developed an initial traffic control plan. Construction phasing typical sections are being prepared for submittal to TxDOT as well as sequence of construction and "TCP General Notes".                                                                                                                                                                                          | L&G   | 30%  |
| <b>FC 163 – IRRIGATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |       |      |
| Our office has drawn, on the preliminary schematic, the existing irrigation lines and will continue to coordinate with the irrigation district as plans are finalized. We met with HCID#6. Irrigation District mark-ups have been received and are being incorporated into the schematic and preliminary layouts.                                                                                                                                                          | L&G   | 30%  |
| <b>FC 163 – QUANTITY AND SPECS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                         |       |      |
| We have generated the following: General notes, estimates, project fact sheet, special specifications, and preliminary certifications. Estimate has been developed based on latest revisions and is under review.                                                                                                                                                                                                                                                          | L&G   | 30%  |
| <b>FC 163 – UTILITIES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |       |      |
| An initial site survey was conducted. Major compensable utilities have been identified and estimated adjustment costs were included in the project Matrix submitted to TxDOT. Initial letters have been sent to all utilities found within the project limits. Coordination is ongoing. As built have been requested from City of Mission. Additional utility letters along with preliminary sheet have been sent to all utility companies for their comments and mark-up. | L&G   | 35%  |
| <b>FC 164 – CONTRACT MANAGEMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                        |       |      |
| We are coordinating/meeting with County Commissioner and TxDOT, as needed.                                                                                                                                                                                                                                                                                                                                                                                                 | L&G   | 35%  |

If you have any questions or require additional information, please advice.

Sincerely,



Armando J. Sandoval, P.E.  
Project Manager

14912

AI-13238

17.D.2.

**Requesting approval of Work Authorization No. 14 for Javier Hinojosa Engineering  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Rocio Villarreal, PURCHASING DEPT.  
**Submitted For:** Rocio Villarreal  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Prct. 3

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**Information**

**CAPTION**

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 14 in the amount of \$3,500.00 with Javier Hinojosa Engineering to provide engineering services for the "City of Alton Drain Ditch located north of Mile 5 and west of S.H. 107" in Pct. #3 through with Contract No. C-08-112-03-25.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1203-431-00-123-049-0-733  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is \$50,000.00 as of 1/8/09.

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**Attachments**

Link: WA No. 14

---

**Form Routing/Status**

| Route | Seq | Inbox                 | Approved By    | Date                | Status |
|-------|-----|-----------------------|----------------|---------------------|--------|
| 1     |     | Purchasing Department | Marty Salazar  | 01/07/2009 04:00 PM | APRV   |
| 2     |     | Budget & Management   | Veronica Lopez | 01/08/2009 07:46 AM | APRV   |
| 3     |     | Dale Kennan           | Dale Kennan    | 01/08/2009 08:10 AM | APRV   |
| 4     |     | Auditor's Office      | Linda Fong     | 01/08/2009 10:29 AM | APRV   |
| 5     |     | Dina Trevino          | Dina Trevino   | 01/09/2009 10:18 AM | APRV   |

Form Started By: Rocio Villarreal  
Started On: 01/07/2009 09:36 AM

Final Approval Date: 01/09/2009

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# HIDALGO COUNTY

## Professional Engineering Services

Contract # C-08-112-03-25

### Work Authorization Form

## WORK AUTHORIZATION NO. 14

**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, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN**, 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 survey and metes and bounds description for the City of Alton Drain Ditch located north of Mile 5 and west of S.H. 107.**

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 **\$3,500.00**. 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. 14 shall be funded through funding source:

Account No. 9-1263-431-00-123-005-0-133

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  
\_\_\_\_\_.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner Joe M. Flores as to content and detail of this Work Authorization No. #14.

HIDALGO COUNTY  
COMMISSIONER PRECINCT NO.3:

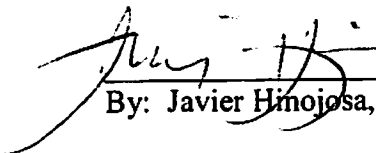
BY: \_\_\_\_\_

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2008.

THE ENGINEER:  
JAVIER HINOJOSA ENGINEERING

THE OWNER:  
HIDALGO COUNTY

  
By: Javier Hinojosa, P.E., Owner

\_\_\_\_\_  
By: Juan D Salinas III, County Judge  
or Presiding Officer

ATTEST:

\_\_\_\_\_  
by: Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be Provided by the Owner  
ATTACHMENT "B" - Services to be Provided by the Engineer  
ATTACHMENT "C" - Work Schedule  
ATTACHMENT "D" - Cost Proposal

**EXHIBIT "D"**  
**Hidalgo County Precinct No. 3 Paving Improvements**  
**Alton Drain Ditch**  
**Prepared By: Javier Hinojosa Engineering**  
**December 30, 2008**

**A. Alton Drain Ditch** : Prepare Survey and Metes and Bounds Description.

**Engineering Fee** : **\$3,500.00**

AI-13241

17.E.1.

**Preventative Maintenance Agreement - Pct#4 Drainage Improvement Project  
CC REGULAR**

**Date:** 01/13/2009

**Submitted By:** Vangie Garcia, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Purchasing only:** Prct. 4

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**Information**

**CAPTION**

Presentation for discussion, consideration and approval of a "Preventative Maintenance Agreement" with Holt Cat from Weslaco, Texas on an "as needed basis" for heavy equipment purchased (previously approved by CC on 11/04/08 and referenced as project #2008-439 DIP-4) for the "San Carlos Drainage Improvement Project". (Project #09-044)

**BACKGROUND**

As requested by Precinct #4 for preventative maintenance on recently purchased equipment as referenced under project #2008-439 DIP-4 (see attachment). Reference AI#10053 CC 11/4/08.

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**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1204-431-00-124-036-432

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

**MATCHING FUNDS Y/N?:** NO

**BUDGETARY IMPACT:**

Funding for the first 250HR pending approval of interdepartmental transfer AI#13282 \$3,371.00

Funding will be transferred into account on an as needed basis.

---

**Attachments**

Link: PREVENTATIVE MAINTENANCE AGREEMENT

Link: PREVIOUS AGENDA ITEM

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**Form Routing/Status**

| Route | Seq | Inbox                 | Approved By    | Date                | Status |
|-------|-----|-----------------------|----------------|---------------------|--------|
| 1     |     | Purchasing Department | Marty Salazar  | 01/07/2009 04:06 PM | APRV   |
| 2     |     | Budget & Management   | Veronica Lopez | 01/08/2009 07:47 AM | APRV   |
| 3     |     | Manuel Chapa          | Manuel Chapa   | 01/08/2009 03:25 PM | APRV   |
| 4     |     | Auditor's Office      |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Vangie Garcia  
Started On: 01/07/2009 10:06 AM

Final Approval Date: 01/09/2009

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# Maintenance Agreement

Date: **Thursday, December 18, 2008**

Dealer: Holt Company of Texas  
P.O.Box 911975  
Dallas, TX 75319-1975

Account Number: 0562650  
Customer: HIDLAGO COUNTY PCT. 4  
Address: 1102 N. DOOLITTLE RD.  
City, State, Zip: EDINBURG, TEXAS 78541  
Tel: (956) 383-3112 Fax: (956) 381-5905

Plus Level ☐ PIII ☐ UNIT OWNER: CUSTOMER NEW/RENEW

Agreement Number: CC349

Agreement Type: **Maintenance**

Invoicing: **Per Incident**

Equipment Location: HIDALGO COUNTY

Servicing Location: Weslaco, TX

Distance From Shop: 25 MILES ZONE 1

**\*Terms and Pricing for this agreement will be invalid if not signed by: 01/17/2009 (30 Days)**

**\*It is the Customer's responsibility to contact the Caterpillar Dealer for P.M. Service Every 250 hours.**

**Termination**

Either party can terminate this agreement with a 30 days written notice and total resolutions of all unpaid debits.

**Special Terms:**

Special Terms: Customer will be invoiced per incident.

**Price Guarantee:**

Prices listed are guaranteed for one year, upon signing of agreement.

Include lubricant: ☐ Yes

Coolant Type: **ELC COOLANT**

| Equipment |         | Length of Agreement |       | Cost of Agreement: |         |         |         |      |      |        |  |  |  |
|-----------|---------|---------------------|-------|--------------------|---------|---------|---------|------|------|--------|--|--|--|
| Model     | Serial  | YR                  | HOURS | PM-1               | PM-2    | PM-3    | PM-4    | PM-5 | PM-6 | PER HR |  |  |  |
| 330DL     | MWP3300 | 1                   | 2000  | \$786              | \$1,230 | \$1,451 | \$2,859 |      |      | \$4.96 |  |  |  |
| 324DL     | JJG1085 | 1                   | 2000  | \$698              | \$1,053 | \$1,365 | \$2,069 |      |      | \$4.17 |  |  |  |
| D6N       | DJA1021 | 1                   | 2000  | \$707              | \$1,079 | \$2,108 | \$2,456 |      |      | \$4.78 |  |  |  |
| 420E      | PRAO799 | 1                   | 2000  | \$590              | \$917   | \$1,295 | \$1,510 |      |      | \$3.50 |  |  |  |
| 420E      | PRAO798 | 1                   | 2000  | \$590              | \$917   | \$1,295 | \$1,510 |      |      | \$3.50 |  |  |  |
|           |         | 1                   |       |                    |         |         |         |      |      |        |  |  |  |

*\*All pricing must begin with PM-1 250 Hours Service. Any other arrangements will require special calculations by a Holt Customer Support Services Representative.*

**Example of 1000 HOUR PM Schedule:**

|       |       |       |        |
|-------|-------|-------|--------|
| 250HR | 500HR | 750HR | 1000HR |
| PM1   | PM2   | PM1   | PM3    |

**Example of 2000 HOUR PM Schedule:**

|       |       |       |        |        |        |        |        |
|-------|-------|-------|--------|--------|--------|--------|--------|
| 250HR | 500HR | 750HR | 1000HR | 1250HR | 1500HR | 1750HR | 2000HR |
| PM1   | PM2   | PM1   | PM3    | PM1    | PM2    | PM1    | PM4    |

THIS PRICES DO NOT INCLUDE VALVE ADJUSTMENT. (VALVE ADJUSTMENT AVAILABLE AT ADDITIONAL COST)

**Special Instructions:**

## (See reverse side for Terms and Conditions.)

Authorized Signature: \_\_\_\_\_ Signed Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Customer Contact: Jorge Buehler Start Date: \_\_\_\_\_

Phone: 956 648 8733 Fax: \_\_\_\_\_ Date: \_\_\_\_\_

Holt Representative: Carlos Cavazos End Date: \_\_\_\_\_

Holt Representative CARLOS CAVAZOS

Holt Representative 2 GERRY DREYER

**DEALER RESPONSIBILITIES**

- \* Labor to perform scheduled maintenance on equipment at the location listed. Scheduled Maintenance", shall mean maintenance that is scheduled to be performed with the customer at a set hour interval according to the current appropriate operation, lubrication and/or maintenance guide.
- \* Parts & Lubricants to perform maintenance on equipment as specified under agreement.
- \* S.O.S. Kits, Test facility and labor to perform oil sampling.
- \* Travel to and from job location for maintenance only.
- \* Regular freight charges for maintenance parts.
- \* Pick up and disposal of used oil, filters and coolants.
- \* Note: Scheduled Maintenance does not include daily maintenance.

**USERS RESPONSIBILITIES**

**USER WILL :**

- \* Operate and perform daily maintenance on equipment according to the guidelines and recommendations as specified in the appropriate current operations, lubrication and maintenance guide. HOLT CAT will perform parts and labor for scheduled maintenance. S.O.S. will be considered part of scheduled maintenance.
- \* Utilize fluids, lubricants, and filters which meet current Caterpillar specifications and at all times maintain levels as recommended by Caterpillar. Engines will require C/J4 Rater oil and transmission gear train will require TQ4 rated oil.
- \* Utilize scheduled oil sampling from Holt. Oil sampling will be taken at the time of scheduled maintenance at prescribed intervals. Holt will furnish S.O.S. kits.
- \* Be responsible for damages, which occur as a result of fire, theft, vandalism, abuse, or accidental damage.
- \* Be responsible for all premium freight charges.
- \* Be responsible for all hauling to and from job location.
- \* Be responsible for all cleaning of equipment as required for maintenance.
- \* Be responsible for tire and tube replacement, fuel, ground engaging tools (buckets, ripper shanks, etc.), glass breakage, make up fluids, cleaning and painting.
- \* Be responsible for notifying HOLT CAT of any unusual noises or problems on equipment which could damage or cause abnormal performance of equipment.
- \* Be responsible for making machine available for maintenance.
- \* Be responsible for annual price increases.
- \* Be responsible for notifying HOLT CAT when machine is due for scheduled maintenance, as required by the operating and maintenance guide and equipment warranty guide lines, at hour intervals of every 250 operating hours.

**EXCLUSIONS & LIMITATIONS**

**THIS AGREEMENT:**

- \* Does not include repairs due to damage caused from fire, windstorm, flood, rising water, lightning, theft, pilferage, vandalism, accidents, operator's negligence, environmental conditions and misuse (Using equipment for purposes other than its intended use).
- \* Is non-transferable.
- \* Does not cover any modification made to the equipment that is not a Caterpillar recommended modification.
- \* Does not cover equipment operated at any location other than the location listed.
- \* Does not cover repairs or parts that are not performed, purchased or approved by HOLT CAT.
- \* Does not cover any repairs other than maintenance.
- \* Does not cover travel for repairs other than maintenance.
- \* Does not cover hauling.
- \* Does not cover wear items such as ground engaging tools (buckets, ripper shanks, etc.), brakes, chains, bells, etc.

**Limited Warranty:**

Dealer warrants that the repair and maintenance services provided under this agreement to be free from defects in material and workmanship under normal use and service for a period of twelve months or 2000 service meter units following the date such services were performed, whichever comes first, for all caterpillar equipment. This warranty shall apply to Non-Caterpillar equipment for repair labor only, and Non-Caterpillar parts will follow the Original Equipment Manufacturers (OEM) warranties as stated. In the event of a breach of the foregoing warranty, the Customer's sole and exclusive remedy shall be the repair or replacement (at Dealers option) at Dealers expense of any defective part or parts, and the correction of any defective workmanship. Replacement parts may be new or remanufactured, at Dealer's option.

**CONDITIONS AND LIMITATIONS**

THIS WARRANTY IS NOT APPLICABLE TO FAILURES OR DEFECTS RESULTING FROM:

- A. The use of attachments or parts not sold and approved by Dealer or Caterpillar, Inc.; or
- B. Installation of components or other repair work not performed by Dealer; or
- C. Alteration or modifications of the Equipment by Customer in any manner which might affect the mechanical operation; or
- D. Repairs of failures caused by Customer abuse, neglect, or use of the Equipment beyond its rated capacity or other misuse; or
- E. Failure by Customer to perform its obligations under this agreement.

All repairs made by Dealer pursuant to the Warranty shall not extend any other warranty. Customer shall be responsible for giving timely notice of claims under this Warranty and shall promptly make the Equipment available for repair. This warranty is not transferable by Customer.

WITHOUT LIMITING THE FOREGOING, DEALER SHALL IN NO EVENT BE LIABLE TO THE CUSTOMER FOR DAMAGES OF ANY TYPE, WHETHER ACTUAL, SPECIAL, CONSEQUENTIAL OR INDIRECT, AS A RESULT OF A BREACH OF THE WARRANTY HEREIN PROVIDED OR AS A RESULT OF REPAIR OR MAINTENANCE SERVICES PERFORMED BY DEALER.

LIMITATION OF WARRANTY: THE PROVISIONS OF THIS EXPRESS LIMITED WARRANTY ARE DEALER'S SOLE WARRANTY. DEALER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY DEALER AND EXCLUDED FROM THIS WARRANTY.

The provisions of this express limited warranty shall survive the expiration or earlier termination of this agreement.

**MISCELLANEOUS**

- A. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supercedes all prior agreements, if any, of the parties with respect to such subject matter, and may not be amended except in a written instrument signed by both parties.
- B. The failure of any party to this agreement at any time or times to require the performance of any provisions of this agreement shall in no manner affect the right to enforce same; and no waiver by any party to this agreement of any provision (or of a breach of any provision) of this agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed either as a further or continuing waiver if any such provision or breach or a waiver of any other provision (or of a breach of any other provision) of this agreement.
- C. In addition, both parties agree that if legal action is instituted by either party against the other in relation to this agreement, such action will be brought in a Texas District Court for the County of Bexar or the United States District Court for the Western District of Texas, San Antonio Division, and both parties expressly consent to the subject matter personal jurisdiction and venue of such courts for purposes of such action.
- D. Time is of the essence of this Agreement.
- E. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or terms to produce or account for more than one of such original counterparts.
- F. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- G. No party to this agreement shall be liable for failure to perform on its part any provision or part of this agreement when such failure is due to fire, flood, strike or other industrial disturbance, unavoidable accident, war embargo, inability to obtain materials, transportation controls, governmental actions, or other causes beyond the control of such party, for the period of delay imposed by such costs.
- H. Should any part of provision of this agreement be held unenforceable or in conflict with the law of any jurisdiction, of the remaining parts or provisions shall not be affected such holding.
- I. Any notice provided in or permitted under this agreement shall be made in writing and may be given or served by: (a) delivering the same in person to the party to be notified (b) depositing the same in the mail, postage prepaid, registered or certified with return receipt requested, and addressed to the party to be notified at the address herein specified; (c) delivering the same on a prepaid basis via an overnight courier service; or (d) sending the same by facsimile transmission, followed by delivery of a hard copy same via an overnight courier service. If notice is deposited in the mail pursuant to this paragraph, it will be deemed received on the delivery date that the U.S. Post Office stamped on the return receipt. Notice given in any other manner shall be deemed received only if and when actually received by the party to be notified. For the purpose of notice, until changed as hereinafter provided, as set forth on the signature page hereof. Each party shall have the right at any time to change its respective address and to specify as its address any other by giving at least ten days prior written notice to the other party.
- J. Services performed to equipment listed on this form will follow the guidelines recommended in the Operation and Maintenance Guide. While these performed services meet the manufacturer's specifications, only the items listed will be serviced at the intervals indicated. There may be other services required in the Operation and Maintenance Guide which are not performed under this maintenance agreement. These required services remain the responsibility of the equipment owner. Owners and Operators should always refer to the proper and current Operation and Maintenance Guide for Safe Operation and recommended Maintenance procedures before operating this equipment.

Contact Holt Cat for additional maintenance services and pricing.

**E. Pct.4**

1. **Presentation for consideration, discussion, acceptance and approval of proposal (s) from Holt Cat, Weslaco, TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #268-07 to purchase Five (5) New Heavy Equipment to include but not limited to the following (1) 324 DL LRF Excavator; (1) 330DL Excavator; (2) 420E-CAB 4E Backhoe Loaders; (1) D6N Dozer Track Type Tractor in the amount of \$907,513.00 price includes Buyboard Pricing, Fees and delivery. Project #2008-#439 DIP-4, Precinct #4.**

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

2. **A. Requesting approval of a Professional Engineering Services Agreement with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for the purposes of "PAVED/UN-PAVED ROAD CONSTRUCTION/DRAINAGE PROJECTS" (on an as needed basis) for HIDALGO COUNTY PRECINCT NO. 4 (as selected after evaluation of S.O.Q. s from the POOL OF ENGINEERS and previously approved by C.C. on 10/14/08 for negotiation of the contract with DOS LOGISTICS, INC and as approved by legal counsel to proceed with final execution of contract). C-08-415-11-04**

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

At this time Judge Salinas returns.

- B. Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of \$ 710.00 with QUINTANILLA, HEADLEY & ASSOCIATES, INC. to provide "engineering services" in connection with Contract No. C-08-415-11-04 - "PAVED/UN-PAVED ROAD CONSTRUCTION/DRAINAGE PROJECTS" (on an as needed basis) for (RENA RAE SUBDIVISION) within Hidalgo County Precinct No. 4**

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

- C. Requesting approval of a Professional Surveying Services Agreement with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for the purposes of "PAVED/UN-PAVED COUNTY ROADS PROJECTS" (on an as needed basis) for HIDALGO COUNTY PRECINCT NO. 4 (as selected after evaluation of S.O.Q. s from the POOL OF ENGINEERS and previously approved by C.C. on 10/21/08 for negotiation of the contract with QUINTANILLA, HEADLEY & ASSOCIATES, INC. and as approved by legal counsel to proceed with final execution of contract). C-08-433-11-04**

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

AI-10053

20.E.1.

**Purchase of (5) New Heavy Equipment (2)-Excavators, (2)-Backhoe, (1) Dozer**

**CC REGULAR**

**Date:** 11/04/2008

**Submitted By:** Oscar Garza, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Purchasing only:** Prct. 4

---

**Information**

**CAPTION**

Presentation for consideration, discussion, acceptance and approval of proposal(s) from Holt Cat, Weslaco, TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #268-07 to purchase Five (5) New Heavy Equipment to include but not limited to the following (1) 324 DL LRF Excavator; (1) 330DL Excavator; (2) 420E-CAB 4E Backhoe Loaders; (1) D6N Dozer Track Type Tractor in the amount of \$907,513.00 price includes Buyboard Pricing, Fees and delivery. Project #2008-439 DIP-4, Precinct#4.

**BACKGROUND**

As reviewed and approved by Commissioner Garza and George Guerra, Director. Appropriation of funds will be transferred by Budget.

---

**Fiscal Impact**

**FISCAL YEAR:** 2008

**ACCT. #:** 8-1336-431-00-124-029-0-742

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding pending approval of AI#12055.

Available balance as of 10-31-08 \$16,033.99

---

**Attachments**

Link: [08-439](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 10/30/2008 10:17 AM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 10/30/2008 10:32 AM | APRV   |
| 3         | Manuel Chapa          | Manuel Chapa   | 10/31/2008 10:46 AM | APRV   |
| 4         | Auditor's Office      |                | 10/31/2008 04:43 PM | NEW    |

Form Started By: Oscar Garza

Started On: 07/03/2008 03:40 PM

Final Approval Date: 10/31/2008

---

# **PRECINCT #4** **SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT**

**DATE:** October 29, 2008  
**RE:** Purchase of Heavy Equipment

| DESCRIPTION                    | QTY | BUYBOARD QUOTE<br>Reference # 268-07                           | STANDARD WARRANTY     | EXTENDED<br>WARRANTY<br>36 Months/5,000 Hours<br>Premium ESC | Total Including<br>Extended Warranty |
|--------------------------------|-----|----------------------------------------------------------------|-----------------------|--------------------------------------------------------------|--------------------------------------|
| 324DL LRF<br>Excavator         | 1   | \$ 222,700.00                                                  | 6-mos/Unlimited Hrs.  | \$4,000.00                                                   | \$ 226,700.00                        |
| 330DL<br>Excavator             | 1   | \$ 289,815.00                                                  | 6-mos/Unlimited Hrs.  | \$4,600.00                                                   | \$ 294,415.00                        |
| 420E- CAB 4E<br>Backhoe Loader | 2   | \$ 80,100.00 per unit<br>\$ 80,100.00 per unit<br>\$160,200.00 | 12-mos/Unlimited Hrs. | \$2,100.00 per unit<br>\$2,100.00 per unit<br>\$ 4,200.00    | \$164,400.00                         |
| D6N<br>Track Type Tractor      | 1   | \$215,798.00                                                   | 6-mos/Unlimited Hrs.  | \$6,200.00                                                   | \$221,998.00                         |
| Total Amount                   |     | \$688,513.00                                                   |                       | \$19,000.00                                                  | \$ 907,513.00                        |
|                                |     |                                                                |                       |                                                              |                                      |

**APPROVE:** \_\_\_\_\_

**DISAPPROVE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
 Commissioner Pct. #4

**BY:** \_\_\_\_\_  
 George Guerra, Director



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10/28/2008

HIDALGO COUNTY PCT 4 0562650  
1102 N DOOLITTLE RD  
EDINBURG 78541-8600

#G11580603

Holt Cat would like to thank you for the opportunity to provide this proposal to you. As per your request, we have put together the following information for your review. If you have any questions, or if we may change this proposal in any way to meet your requirements, please give me a call at 956-373-4659.

Thank You,  
Gerry S Dreyer  
Account Sales Representative

## ( 1) CATERPILLAR INC D6N TRACK TYPE TRACTOR

### MACHINE SPECIFICATIONS

Machine ID: HLK010645      Serial: 0DJA01021      SMU: 4

#### Description

D6N XL TRACTOR, MA 1  
\*D6N XL TRACTOR  
\*HYDRAULICS, 4 VALVE, 6VPAT  
\*COVER, CONSOLE,  
LIGHTS, FOUR, CAB MOUNTED  
SWEEPS, CAB  
OIL CHANGE SYSTEM, HIGH SPEED  
GUARD, TRACK GUIDING, CENTER  
6VPAT XL BULLDOZER, COMPLETE  
ANTIFREEZE, -50C (-58F)  
CATERPILLAR PRODUCT LINK 321

|                          |                       |                       |
|--------------------------|-----------------------|-----------------------|
| <b>QUOTE GRAND TOTAL</b> | <b>BUYBOARD QUOTE</b> | <b>USD \$ 221,998</b> |
|--------------------------|-----------------------|-----------------------|

HOLTCAT REFERENCE NUMBER 268-07

### WARRANTY

Caterpillar Standard New Machine Warranty - 6 Months/Unlimited Hours  
Caterpillar Extended Premier ESC Coverage - 36 Months/5,000 Hours

### F.O.B./TERMS

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10/17/2008

HIDALGO COUNTY PCT 4 0562650  
1102 N DOOLITTLE RD  
EDINBURG 78541-8600

#G11580592

Holt Cat would like to thank you for the opportunity to provide this proposal to you. As per your request, we have put together the following information for your review. If you have any questions, or if we may change this proposal in any way to meet your requirements, please give me a call at 956-373-4659.

Thank You,  
Gerry S Dreyer  
Account Sales Representative

## ( 1) CATERPILLAR INC 420E CAB4E BACKHOE LOADER

### MACHINE SPECIFICATIONS

Machine ID: HLK011360      Serial: SMU: 0

#### Description

|                                   |                    |
|-----------------------------------|--------------------|
| 420E BHL ST ACERT TIER 3          | 48" DITCH CLEANING |
| CAB, DELUXE W/AC                  | BUCKET             |
| BUCKET, 1.5 CYD GP                |                    |
| CUTTING EDGE, TWO PIECE, WIDE     |                    |
| HYDRAULICS, LOADER, GP            |                    |
| E-STICK                           |                    |
| BELT, SEAT, 2" SUSPENSION         |                    |
| COUNTERWEIGHT, 1075 LBS           |                    |
| STABILIZER PADS, FLIP W/GUARD     |                    |
| MANUALS, ENGLISH                  |                    |
| PLATE GROUP - BOOM WEAR           |                    |
| LOCK, VANDALISM                   |                    |
| HYDRAULICS, BH, 5 FUNCTION        |                    |
| POWERTRAIN, 93 HP, 4WD, STD SHIFT |                    |
| TIRES 4WD BIAS FIRESTONE          |                    |
| INSTRUCTIONS, ANSI                |                    |
| BUCKET 24", 8.5 CFT HC SOIL       |                    |

|                   |                |                  |
|-------------------|----------------|------------------|
| QUOTE GRAND TOTAL | BUYBOARD QUOTE | USD \$ 82,200    |
|                   |                | <u>X 2</u>       |
|                   |                | TOTAL \$ 164,400 |

HOLTCAT REFERENCE NUMBER 268-07

### WARRANTY

Caterpillar Standard New Machine Warranty - 12 Months/Unlimited Hours  
Caterpillar Extended PREMIER ESC Coverage - 36 Months/5,000 Hours

### F.O.B./TERMS

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10/17/2008

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#G11580594

Holt Cat would like to thank you for the opportunity to provide this proposal to you. As per your request, we have put together the following information for your review. If you have any questions, or if we may change this proposal in any way to meet your requirements, please give me a call at 956-373-4659.

Thank You,  
Gerry S Dreyer  
Account Sales Representative

## (1) CATERPILLAR INC 330DL EXCAVATOR

### MACHINE SPECIFICATIONS

Machine ID: HLK011157      Serial: 0MWP03300      SMU: 0

#### Description

|                                |                       |
|--------------------------------|-----------------------|
| 330DL HYDRAULIC EXCAVATOR MA-5 | 36 " 1.25 (HD) BUCKET |
| *330DL HYDRAULIC EXCAVATOR     | 60" DITCH CLEANING    |
| *GUARD, VANDALISM              | BUCKET                |
| *GUARD, BOTTOM HEAVY DUTY      |                       |
| *CHANGER, HAND CONTROL PATTERN |                       |
| *GUARD, TRACK GUIDING          |                       |
| *STARTING AID, COLD WEATHER    |                       |
| *PEDAL, STRAIGHT TRAVEL        |                       |
| *BUMPER, SIDE, RUBBER          |                       |
| *POWER SUPPLY, 12V-10A         |                       |
| TRACK, 32" TRIPLE GROUSER      |                       |
| STICK, 10'06" DB               |                       |
| LINKAGE, BUCKET, DB-FAMILY     |                       |
| ANTIFREEZE, -50C (-58F)        |                       |
| CAT PRODUCT LINK 321SR         |                       |
| BOOM HD, R-REACH (21'4")       |                       |
| CERT EMISSIONS, EPA            |                       |
| BUCKET, 60" 2.45 CYD (HD)      |                       |
| TIP, PENETRATION PLUS          |                       |

| QUOTE GRAND TOTAL | BUYBOARD QUOTE | USD \$ 294,415 |
|-------------------|----------------|----------------|
|-------------------|----------------|----------------|

HOLTCAT REFERENCE NUMBER 268-07

#### WARRANTY

Caterpillar Standard New Machine Warranty - 6 Months/Unlimited Hours

Caterpillar Extended New Machine Coverage - 36 Months/5,000 Hours PREMIER ESC

#### F.O.B./TERMS

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10/17/2008

HIDALGO COUNTY PCT 4 0562650  
1102 N DOOLITTLE RD  
EDINBURG 78541-8600

#G11580593

Holt Cat would like to thank you for the opportunity to provide this proposal to you. As per your request, we have put together the following information for your review. If you have any questions, or if we may change this proposal in any way to meet your requirements, please give me a call at 956-373-4659.

Thank You,  
Gerry S Dreyer  
Account Sales Representative

## ( 1 ) CATERPILLAR INC 324DL LRF EXCAVATOR

### MACHINE SPECIFICATIONS

Machine ID: HLK011323

Serial: SMU: 0

#### Description

324DL HYDRAULIC EXCAVATOR  
TRACK, 32" TRIPLE GROUSER  
LONG REACH FRONT  
POWER SUPPLY, 12V-10A  
GUARD, BOTTOM HEAVY DUTY  
GUARD, VANDALISM  
GUARD, TRACK GUIDING  
BUMPER, SIDE, RUBBER  
CHANGER, HAND CONTROL PATTERN  
PEDAL, STRAIGHT TRAVEL  
SEAT, H-BACK, W/HEATER, S/AIR  
CAT PRODUCT LINK 321SR  
COOLING, HIGH AMBIENT  
STARTING, COLD WEATHER  
PACK, DOMESTIC TRUCK    HEX  
CERT EMISSIONS, EPA  
BUCKET, 60" (DC)

---

**QUOTE GRAND TOTAL**

**BUYBOARD QUOTE**

**USD \$ 226,700**

---

HOLTCAT REFERENCE NUMBER 268-07

### WARRANTY

Caterpillar Standard New Machine Warranty - 6 Months/Unlimited Hours

Caterpillar Extended New Machine Coverage - 36 Months/5,000 Hours PREMIER ESC

### F.O.B./TERMS

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AI-13234

17.E.2.

**Purchase of (2) 46" Bucket Forks for 420E Backhoe - Pct#4 Drainage Improvement Project**  
**CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Oscar Garza, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Prct. 4

---

**Information**

**CAPTION**

Presentation for consideration, discussion, acceptance and approval of proposal (s) received from Holt Cat, Weslaco, Tx awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #268-07 for purchase of (2) CTI 60S Forks 46" Tines to include but not limited to any accesories as needed for mounting and delivery in an amount not to exceed \$2,398.00 as needed for Project #09-043.

**BACKGROUND**

Proposed Bucket Forks will allow quick attachment and detachment of forks without tools or assistance; preventing any accidental disengagement allowing easier loading or unloading of materials at job sites.  
Pct#4 Drainage Improvement Project

---

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1204-431-00-124-036-742  
**FUNDS AVAILABLE Y/N?:** Pending **MATCHING FUNDS Y/N?:** NO

**BUDGETARY IMPACT:**

Funding pending approval of interdepartmental transfer AI#13282 CC 1/13/09.

---

**Attachments**

Link: 09-043

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 01/07/2009 03:49 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 01/07/2009 03:57 PM | APRV   |
| 3         | Manuel Chapa          | Manuel Chapa   | 01/08/2009 04:00 PM | APRV   |
| 4         | Auditor's Office      |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Oscar Garza  
Started On: 01/06/2009 05:00 PM  
Final Approval Date: 01/09/2009

The HOLT logo is displayed in a bold, black, sans-serif font on a yellow rectangular background.

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1/06/2009

HIDALGO COUNTY PCT 4 0562650  
1102 N DOOLITTLE RD  
EDINBURG 78541-8600

#G11580603

Holt Cat would like to thank you for the opportunity to provide this proposal to you. As per your request, we have put together the following information for your review. If you have any questions, or if we may change this proposal in any way to meet your requirements, please give me a call at 956-373-4659.

Thank You,  
Gerry S Dreyer  
Account Sales Representative

#### CTI 60S FORKS

**Description**  
CTI 60S FORKS  
46" TINES  
4 WELD ON BRACKETS  
1 ROD

|                          |                       |                            |
|--------------------------|-----------------------|----------------------------|
| <b>QUOTE GRAND TOTAL</b> | <b>BUYBOARD QUOTE</b> | <b>USD \$1199.00</b>       |
|                          |                       | <b><u>X 2</u></b>          |
|                          |                       | <b>USD TOTAL \$2398.00</b> |

HOLTCAT REFERENCE NUMBER 268-07

**DELIVERY- IN STOCK**

**F.O.B./TERMS**  
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AI-13209

17.F.1.

**Purchase of (1) New 2009 Ford Ranger Reg Cab  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Oscar Garza, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Purchasing only:** Tax Office

---

**Information**

**CAPTION**

Tax Office (1246):  
Requesting authority for Hidalgo County to purchase One (1) New 2009 Ford Ranger Reg Cab through Philpott Motor Company, Port Neches, Texas, the County's participation/membership with TASB Buyboard #281-07 as requested by Tax Office in an amount not to exceed \$13,089.00 to include but not limited to delivery and a one time Buyboard Administrative fee of \$400.00

**BACKGROUND**

Acct. #9-1246-415-15-140-003-0-741 has been identified to use for proposed purchase as per Neida Chavna. Purchase of proposed unit meets the needs of the Tax Office for its current daily business use by employees.

---

**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1246-415-15-140-003-0-741  
**FUNDS AVAILABLE Y/N?:** YES              **MATCHING FUNDS Y/N?:** NO

**BUDGETARY IMPACT:**

Available balance as of 1-8-09 \$18,000.00

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**Attachments**

Link: 09

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**Form Routing/Status**

| Route Seq | Inbox               | Approved By    | Date                | Status |
|-----------|---------------------|----------------|---------------------|--------|
| 1         | Budget & Management | Veronica Lopez | 01/06/2009 03:17 PM | APRV   |
| 2         | Manuel Chapa        | Manuel Chapa   | 01/08/2009 03:44 PM | APRV   |
| 3         | Auditor's Office    |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Oscar Garza                      Started On: 01/06/2009 02:06 PM  
Final Approval Date: 01/09/2009

---

Office of Tax Assessor-Collector  
**COUNTY of HIDALGO**



*Armando Barrera Jr., RTA*  
Assessor and Collector

P.O. Box 178  
Edinburg, Texas 78540-0178  
(956) 318-2157 • Fax (956) 318-2733

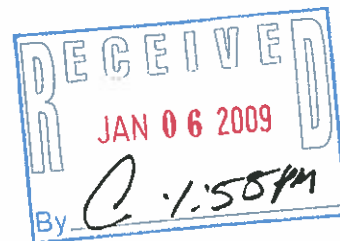
To: Marty Salazar, Purchasing Agent  
Hidalgo County

From: Armando Barrera Jr., RTA *AB*

Subject: January 6, 2009

Re: Purchase of County Vehicle for Tax Office

---



Attached find Customized Product Pricing Summary Based on Contract for a 2009 Ford Ranger Reg. Cab.

Be advised this vehicle meets the need of the Tax Office for use by the employees in the course of it's daily business.

Kindly place this item on Commissioner's Court for approval of purchase at your earliest convenience.

Should you have any questions or comments, please contact me.

Thank you.



# CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

## VEHICLES

**BUYBOARD #281-07**

End User: HIDALGO COUNTY

Philpott Rep: MICHAEL WILEY

Contact: OSCAR GARZA

Date: 5-Jan-09

Product Description: 2009 FORD RANGER REG. CAB

A. Bid Series: 15

A. Base Price: \$ **10,040.00**

**B. Published Options [Itemize each below]**

| Code | Options                  | Bid Price | Code | Options             | Bid Price |
|------|--------------------------|-----------|------|---------------------|-----------|
| 44D  | AUTOMATIC                | \$ 950.00 | XL   | REGULAR CAB         | INCL      |
| 572  | A/C                      | \$ 796.00 |      | MINI SPARE          | INCL      |
| 51D  | FULL SIZE SPARE          | \$ 103.00 |      | AM/FM RADIO         | INCL      |
|      |                          |           |      | RUBBER FLOOR        | INCL      |
|      |                          |           |      | MANUAL TRANSMISSION | INCL      |
|      |                          |           |      | 2.3L I-4 ENGINE     | INCL      |
|      |                          |           |      | SHORT BED           | INCL      |
|      |                          |           |      | 112" WHEELBASE      | INCL      |
|      |                          |           |      |                     |           |
|      |                          |           |      |                     |           |
|      |                          |           |      |                     |           |
|      |                          |           |      |                     |           |
| FDC  | FACTORY DESTINATION FUEL | \$ 720.00 |      |                     |           |

Total of B. Published Options: \$ **2,569.00**

**C. Unpublished Options [Itemize each below, not to exceed 25%]**

\$= 0.6 %

| Options | Bid Price | Options                 | Bid Price |
|---------|-----------|-------------------------|-----------|
|         |           | PRE-DELIVERY INSPECTION | \$ 80.00  |
|         |           |                         |           |
|         |           |                         |           |
|         |           |                         |           |
|         |           |                         |           |
|         |           |                         |           |
|         |           |                         |           |
|         |           |                         |           |
|         |           |                         |           |
|         |           |                         |           |

Total of C. Unpublished Options: \$ **80.00**

D. Contract Price Adjustment:

ESTIMATED DELIVERY IN 60-90 DAYS

\$ -

E. Delivery Charges:

0 miles @ \$1.50/mile

\$ -

F. Total of A + B + C + D + E = F

\$ **12,689.00**

G. Quantity Ordered 1 x F =

\$ **12,689.00**

H. BUYBOARD Administrative Fee

\$400.00 PER PURCHASE ORDER

\$ **400.00**

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ **13,089.00**

AI-13261

17.G.1.

**BCAP PRECINCT NO 1 - WA NO 5**  
**CC REGULAR**

**Date:** 01/13/2009  
**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 #5 (with a proposed fee of \$2,955.81) with L & G Engineering Laboratory LLC to provide Engineering services to Hidalgo County Precinct No. 1 for Border Colonia Access Program Round I Projects. C-CAP-08-022-09-02.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2008  
**FUNDS AVAILABLE Y/N?:** Y  
**ACCT. #:** 8-1310-431-00-121-404-0-339  
**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 1-7-09 \$1750.54 in reference to Tropical Farms/Samoa. Special Revenue funds carry over for next calendar year 2009 once period 13 closes.

**FISCAL YEAR:** 2008  
**FUNDS AVAILABLE Y/N?:** Y  
**ACCT. #:** 8-1310-431-00-121-405-0-339  
**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 1-7-09 \$1379.08 for Tropical Farms/Tahiti; Special Revenue funds carry over for calendar year 2009 once period 13 closes.

---

**Attachments**

Link: WA #5 BCAP Pct. 1 backup

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 01/07/2009 04:10 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 01/08/2009 07:58 AM | APRV   |
| 3         | Ivan Cantu            | Ivan Cantu     | 01/08/2009 11:00 AM | APRV   |
| 4         | Auditor's Office      |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Laura Moya  
Started On: 01/07/2009 03:50 PM  
Final Approval Date: 01/09/2009

---





# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

January 7, 2009

Mr. Joseph Palacios  
Chief Administrator  
County of Hidalgo, Precinct No. 1  
1902 Joe Stevens Drive  
Weslaco, Texas 78596

**RE: Work Authorization No. 5 / Tropical Farms – Tahiti / Samoa Streets - Construction Project in Hidalgo County Precinct No. One (1)**

Dear Mr. Palacios:

**L&G Engineering Laboratory, L.L.C. (L&G)**, is thankful for providing you two (2) signed original work authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 5
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B).
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

**L & G Engineering Laboratory, L.L.C.** appreciates the opportunity to submit Work Authorization No. 4 and look forward to working with **Hidalgo County Pct. 1**. If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,  
L&G ENGINEERING LABORATORY, L.L.C.

Ricardo A. Gil  
General Manager

Attachments

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-CAP-08-022-09-02**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. 05**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Tropical Farms – Tahiti / Samoa Streets - Construction Project in Hidalgo County Precinct No. One (1)**

The scope of services to be provided by the **Owner** is identified in *EXHIBIT "A" – Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in *EXHIBIT "B" – Scope of Services to be Provided by the Engineer* attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **\$2,955.81**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.05 shall be funded through funding source:

Account No. \_\_\_\_\_.

Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 05.

HIDALGO COUNTY

COMMISSIONER PRECINCT NO. 1:

BY: \_\_\_\_\_

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2009.

THE ENGINEER:  
L&G ENGINEERING LABORATORY, LLC

THE OWNER:  
HIDALGO COUNTY

\_\_\_\_\_  
By: Jacinto Garza

\_\_\_\_\_  
By: Juan D. Salinas, III, County Judge

ATTEST:

\_\_\_\_\_  
by: Arturo Guajardo, J.R. - County Clerk

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be Provided by the Owner  
ATTACHMENT "B" - Services to be Provided by the Engineer  
ATTACHMENT "C" - Work Schedule  
ATTACHMENT "D" - Cost Proposal

**ATTACHMENT “A”**  
**Scope of Services (Owner)**

***PROJECT:*** Tropical Farms – Tahiti / Samoa Streets - Construction Project in Hidalgo County Precinct No. One (1)

***SERVICES TO BE PROVIDED BY OWNER***

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Tropical Farms – Tahiti / Samoa Streets - Construction Project in Hidalgo County Precinct No. One (1)**

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**ATTACHMENT “A”**  
**Scope of Services (Owner)**

***PROJECT:*** Tropical Farms – Tahiti / Samoa Streets - Construction Project in Hidalgo County Precinct No. One (1)

***SERVICES TO BE PROVIDED BY OWNER***

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Tropical Farms – Tahiti / Samoa Streets - Construction Project in Hidalgo County Precinct No. One (1)**

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**ATTACHMENT “B”**  
**Scope of Services (Engineer)**

**PROJECT: Tropical Farms – Tahiti / Samoa Streets - Construction Project in Hidalgo County Precinct No. One (1)**

***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services**.

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

**Construction Materials Testing Services**

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Tropical Farms – Tahiti / Samoa Streets - Construction Project in Hidalgo County Precinct No. One (1)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications**.

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

### **Engineering Services**

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

### **Scheduling of Services**

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

**ATTACHMENT “C”**  
**Work Schedule**

***PROJECT:*** Tropical Farms – Tahiti / Samoa Streets - Construction Project in Hidalgo County Precinct No. One (1)

***Work Schedule***

**L&G Engineering Laboratory** will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-08-022-09-02.**

**ATTACHMENT “D”**  
**Cost Proposal**

***PROJECT:*** Tropical Farms – Tahiti / Samoa Streets - Construction Project in Hidalgo County Precinct No. One (1)

**See Attached**

AI-13267

17.H.1.

CAP Invoice # 018392 Raba-Kistner Pct. 2

CC REGULAR

Date: 01/13/2009

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Submitted For: Agapito Vargas

Department: COLONIA ACCESS PROGRAM

Agenda Category: Purchasing Department

Purchasing only: CAP Pct.2

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**Information**

**CAPTION**

Presentation for discussion and approval of claim from Raba-Kistner in the amount of \$324.50 for material testing on Eldora Rd./1426 Subdivision with authority for county auditor to issue payment after review, audit and processing procedures are completed.

**BACKGROUND**

Contract expired and did not have an extension.

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**Fiscal Impact**

FISCAL YEAR: 8

ACCT. #: 8-1311-431-00-122-253-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

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**Attachments**

Link: Raba-Kistner Invoice

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Laura Moya            | Laura Moya     | 01/09/2009 03:33 PM | APRV   |
| 2         | Purchasing Department | Marty Salazar  | 01/09/2009 04:02 PM | APRV   |
| 3         | Budget & Management   | Veronica Lopez | 01/09/2009 04:09 PM | APRV   |
| 4         | Dale Kennan           | Dale Kennan    | 01/09/2009 05:25 PM | APRV   |
| 5         | Auditor's Office      |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Marcie Jackson

Started On: 01/07/2009 04:30 PM

Final Approval Date: 01/09/2009

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VISIT OUR WEBSITE AT:

www.rkci.com

# INVOICE

INVOICE # :018392

AI-13267

Engineering

Testing

Environmental

Facilities

Infrastructure

**BILLING DATE :**  
10/22/2008

**PROJECT :**  
AMD0808900  
Eldora Rd./1426 Subdivision  
**CLIENT :**  
A14055 Hidalgo County Precinct 2



**Mr. Eralio Palacios**  
Hidalgo County Precinct 2  
301 East State  
Pharr, TX 78577

**REMITTANCE ADDRESS:**  
RABA-KISTNER CONSULTANTS, INC.  
P.O. BOX 971037  
DALLAS, TX 75397-1037  
PHONE (210) 699-9090

8-1311-431-00-122-253-0-841

## INVOICE SUMMARY INFORMATION

San Juan, Hidalgo County, Texas  
Project Administration 10% - Contract C-CAP 07-006A-02-13  
R-K Proposal No. PMD08-153-00  
\*\*RETCM\*\*

**\*\*REVISED INVOICE 12/4/2008\*\***

**FOR PROFESSIONAL SERVICES RENDERED THROUGH: 8/23/2008**

SERVICE DATE 07/29/2008  
SUBTOTAL INVOICE  
AMOUNT DUE THIS INVOICE \*\*

324.50

324.50

324.50

**THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED**

**TOTAL OF PREVIOUS INVOICES - CURRENTLY UNPAID**

1,301.70

**TOTAL DUE AND PAYABLE**

1,626.20

Project Fee : 2,400.21  
Prior Billings: 1,923.48  
Total Available : 476.73

RK PROJECT MANAGER: DENNIS C. CHARKOW  
CLIENT PHONE: 956-787-1891

INVOICE RECEIVED BY:

*D. Jackson* ON 12/5/08

GOODS/SERVICES RECEIVED BY:

*D. Jackson* ON 12/6/08

**BILLING DATE :**  
10/22/2008

**PROJECT :**  
AMD0808900 A14055  
Eldora Rd./1426 Subdivision  
Hidalgo County Precinct 2

**INVOICE # :**018392

**SALARY / EXPENSE DETAILED BACKUP**

| DESCRIPTION                    | REMARKS    | QUANTITY | RATE   | AMOUNT |
|--------------------------------|------------|----------|--------|--------|
| 07/29/2008                     |            |          |        |        |
| CMT FIELD & LABORATORY TESTING |            |          |        |        |
| BIT WEAR/LIMESTONE             | M08-017050 | 15.00    | 3.900  | 58.50  |
| GENERATOR/RENTAL               | M08-017050 | 1.00     | 81.000 | 81.00  |
| CORING RIG/RENTAL              | M08-017050 | 1.00     | 95.750 | 95.75  |
| CORING TIME/ONE MAN            | M08-017050 | 1.50     | 49.500 | 74.25  |
| VEHICLE TRAVEL CHARGE          | M08-017050 | 1.00     | 15.000 | 15.00  |
| SUBTOTAL                       |            |          |        | 324.50 |
| ** TOTAL PROJECT AMD0808900    |            |          |        | 324.50 |

AI-13168

17.I.1.

**Request for Retainage Release Chula Vista and Walton Subdivision Pct. 3  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM  
**Submitted For:** Agapito Vargas  
**Department:** COLONIA ACCESS PROGRAM  
**Agenda Category:** Purchasing Department **Purchasing only:** CAP Pct.3

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**Information**

**CAPTION**

A. Presentation for discussion, consideration, acceptance and approval of Application for Retainage Release in the amount of \$18,562.69 from Asago, LLC dba Asago Construction contracted vendor for Chula Vista and Walton Subdivision submitted by Hinojosa Engineering, Inc. C-CAP-08-007-04-22;

B. Requesting approval of "Certificate of Construction Completion" submitted by project engineer Hinojosa Engineering, Inc. reflecting the completion date of Dec. 11, 2008 for Chula Vista Subdivision with contractor Asago, LLC dba Asago Construction.  
C-CAP-08-007-04-22.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1311-206-00-000-013-0-000  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 1-7-09 \$42,822.95 for Retainage Payable, refer to P.O.# 605322.

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**Attachments**

Link: Retainage Release Chula Vista and Walton

Link: Certificate

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Laura Moya            | Laura Moya     | 01/06/2009 05:04 PM | APRV   |
| 2         | Purchasing Department | Marty Salazar  | 01/07/2009 11:41 AM | APRV   |
| 3         | Budget & Management   | Veronica Lopez | 01/07/2009 11:53 AM | APRV   |
| 4         | Ivan Cantu            | Ivan Cantu     | 01/07/2009 01:13 PM | APRV   |
| 5         | Auditor's Office      |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Marcie Jackson  
Started On: 12/31/2008 01:45 PM  
Final Approval Date: 01/09/2009

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AI-13168

## APPLICATION FOR PAYMENT NO. 5 and Retainage

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-08-007-03-26 ENGINEER's Project No. 06-192 and 06-204  
 For Work accomplished through the date of 11/26/2008

|                                                                   |                      |
|-------------------------------------------------------------------|----------------------|
| 1. Original Contract Price:                                       | \$ <u>175,471.85</u> |
| 2. Net change by Change Orders and Written Agreements (+ or -):   | \$ <u>10,155.00</u>  |
| 3. Current Contract Price (1 plus 2):                             | \$ <u>185,626.85</u> |
| 4. Total completed and stored to date:                            | \$ <u>185,626.85</u> |
| 5. Retainage (per Agreement):                                     |                      |
| <u>0%</u> of completed Work:                                      | \$ <u>-</u>          |
| <u>0%</u> of stored material:                                     | \$ <u>-</u>          |
| Total Retainage:                                                  | \$ <u>-</u>          |
| 6. Total completed and stored to date less retainage (4 minus 5): | \$ <u>185,626.85</u> |
| 7. Less previous Application for Payments:                        | \$ <u>167,064.16</u> |
| 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):                       | \$ <u>18,562.69</u>  |

P.O.# 605322

Accompanying Documentation:

8-1311-206-00-000-013-0-000 = \$18,562.69

## CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated

12/22/08Asago LLC, dba Asago Construction  
CONTRACTOR

By:

[Signature]

State of

Texas

County of

Hidalgo

Subscribed and sworn to before me this

22

day of

December 2008

INVOICE RECEIVED BY:

[Signature] ON 12/31/08

GOODS/SERVICES RECEIVED BY:

[Signature] ON 12/31/08

Notary Public

My Commission expires:

November 21, 2009

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated

12-22-08HINOJOSA ENGINEERING INC.  
ENGINEER

By:

[Signature]

| Summary            |                                    |                         |                        |                  |                  |                  |                  |               |                   |           |              |                  |
|--------------------|------------------------------------|-------------------------|------------------------|------------------|------------------|------------------|------------------|---------------|-------------------|-----------|--------------|------------------|
| Contract No.       | Description                        | Original Schedule Value | Revised Schedule Value | Application No.1 | Application No.2 | Application No.3 | Application No.4 | Total to Date | Balance to Finish | Retainage | Net          | Payments to Date |
| AP 08-007-03-26 LF | Chula Vista and Walton Subdivision | \$175,471.85            | \$185,626.85           | \$74,760.85      | \$52,573.50      | \$55,954.10      | \$2,338.40       | \$185,626.85  | \$0.00            | 0         | \$185,626.85 | \$167,064.17     |
|                    |                                    |                         |                        |                  |                  |                  |                  |               |                   |           |              |                  |
|                    |                                    |                         |                        |                  |                  |                  |                  |               |                   |           |              |                  |
|                    |                                    |                         |                        |                  |                  |                  |                  |               |                   |           |              |                  |
| AP                 | TOTALS:                            |                         |                        |                  |                  |                  |                  | \$185,626.85  | \$0.00            | \$0.00    | \$185,626.85 | \$167,064.17     |

|               |
|---------------|
| Payment Due + |
| \$18,562.68   |
|               |
|               |
|               |
| \$18,562.68   |

| Item No.                | Description                             | Quantity | Unit | Unit Price  | Project Amount | RFP 1                |                  |                     | RFP 2            |                  |                       | RFP 3            |                  |                     | RFP 4            |                      |                     |  |  |  |
|-------------------------|-----------------------------------------|----------|------|-------------|----------------|----------------------|------------------|---------------------|------------------|------------------|-----------------------|------------------|------------------|---------------------|------------------|----------------------|---------------------|--|--|--|
|                         |                                         |          |      |             |                | Monthly Quantity     | Quantity to Date | Item Cost (Monthly) | Monthly Quantity | Quantity to Date | Item Cost (Monthly)   | Monthly Quantity | Quantity to Date | Item Cost (Monthly) | Monthly Quantity | Quantity to Date     | Item Cost (Monthly) |  |  |  |
| WALTON SUBDIVISION      |                                         |          |      |             |                |                      |                  |                     |                  |                  |                       |                  |                  |                     |                  |                      |                     |  |  |  |
| Roadway                 |                                         |          |      |             |                |                      |                  |                     |                  |                  |                       |                  |                  |                     |                  |                      |                     |  |  |  |
| 100                     | Preparing ROW                           | 12.36    | STA  | \$ 730.00   | \$9,270.00     | 12.36                | 12.36            | \$9,270.00          | 0                | 12.36            | \$0.00                | 0                | 12.36            | \$0.00              | 0                | 12.36                | \$0.00              |  |  |  |
| 134                     | Backfill                                | 12.36    | STA  | \$ 730.00   | \$9,270.00     | 12.36                | 12.36            | \$9,270.00          | 0                | 12.36            | \$0.00                | 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              | 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              | 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              | 0                | 663.4                | \$0.00              |  |  |  |
| 340                     | Asphalt Concrete Pavement Type "D"      | 3,317.00 | SY   | \$ 10.00    | \$33,170.00    | 3317                 | 3317             | \$33,170.00         | 0                | 3317             | \$0.00                | 0                | 3317             | \$0.00              | 0                | 3317                 | \$0.00              |  |  |  |
| 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              | 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              | 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              | 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              | 0                | 182                  | \$0.00              |  |  |  |
| 530                     | Turnouts (Asph-Conc-Pav)                | 72.00    | SY   | \$ 30.00    | \$3,600.00     | 0                    | 0                | \$0.00              | 72               | 72               | \$3,600.00            | 0                | 72               | \$0.00              | 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              | 0                | 48                   | \$0.00              |  |  |  |
| 464                     | RCP (CL III) (18")                      | 166      | LF   | \$ 15.00    | \$2,490.00     | 166                  | 166              | \$2,490.00          | 0                | 166              | \$0.00                | 0                | 166              | \$0.00              | 0                | 166                  | \$0.00              |  |  |  |
| 467                     | Safety End Treatment                    | 2        | EA   | \$ 750.00   | \$1,500.00     | 2                    | 2                | \$1,500.00          | 0                | 2                | \$0.00                | 0                | 2                | \$0.00              | 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              | 0                | 194                  | \$0.00              |  |  |  |
|                         |                                         |          |      |             | \$95,878.85    | Totals: \$74,760.85  |                  |                     |                  |                  | Totals: \$11,118.00   |                  |                  |                     |                  | Totals: \$566.60     |                     |  |  |  |
|                         |                                         |          |      |             |                | Roadway: \$69,570.85 |                  |                     |                  |                  | Roadway: \$8,268.00   |                  |                  |                     |                  | Roadway: -\$663.40   |                     |  |  |  |
|                         |                                         |          |      |             |                | Drainage: \$5,190.00 |                  |                     |                  |                  | Drainage: \$4,850.00  |                  |                  |                     |                  | Drainage: \$1,230.00 |                     |  |  |  |
| SUBTOTAL                |                                         |          |      |             |                |                      |                  |                     |                  |                  |                       |                  |                  |                     |                  |                      |                     |  |  |  |
| CHULA VISTA SUBDIVISION |                                         |          |      |             |                |                      |                  |                     |                  |                  |                       |                  |                  |                     |                  |                      |                     |  |  |  |
| Roadway                 |                                         |          |      |             |                |                      |                  |                     |                  |                  |                       |                  |                  |                     |                  |                      |                     |  |  |  |
| 100                     | Preparing ROW                           | 14.45    | STA  | \$ 630.00   | \$9,392.50     | 14.45                | 14.45            | \$9,392.50          | 0                | 14.45            | \$0.00                | 0                | 14.45            | \$0.00              | 0                | 14.45                | \$0.00              |  |  |  |
| 134                     | Backfill                                | 14.45    | STA  | \$ 630.00   | \$9,392.50     | 14.45                | 14.45            | \$9,392.50          | 0                | 14.45            | \$0.00                | 0                | 14.45            | \$0.00              | 0                | 14.45                | \$0.00              |  |  |  |
| 247                     | Flex Base (8")                          | 999.00   | CY   | \$ 4.00     | \$3,996.00     | 999                  | 999              | \$3,996.00          | 0                | 999              | \$0.00                | 0                | 999              | \$0.00              | 0                | 999                  | \$0.00              |  |  |  |
| 251                     | Reworking Base Material (DC) (TY D CL2) | 999.00   | CY   | \$ 3.00     | \$2,997.00     | 999                  | 999              | \$2,997.00          | 0                | 999              | \$0.00                | 0                | 999              | \$0.00              | 0                | 999                  | \$0.00              |  |  |  |
| 260                     | Line Treated Subgrade                   | 3.00     | SY   | \$ 3.00     | \$9.00         | 0                    | 0                | \$0.00              | 0                | 0                | \$0.00                | 1550             | 1550             | \$4,650.00          | 0                | 1550                 | \$0.00              |  |  |  |
| 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          | 0                | 839.7                | \$0.00              |  |  |  |
| 340                     | Asphalt Concrete Pavement Type "D"      | 4,127.00 | SY   | \$ 7.00     | \$28,889.00    | 0                    | 0                | \$0.00              | 0                | 0                | \$0.00                | 4127             | 4127             | \$28,889.00         | 0                | 4127                 | \$0.00              |  |  |  |
| 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            | 0                | 1.5                  | \$0.00              |  |  |  |
| 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              | 0                | 72                   | \$0.00              |  |  |  |
| 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              | 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          | 0                | 780                  | \$0.00              |  |  |  |
| 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          | 0                | 72                   | \$0.00              |  |  |  |
| Drainage                |                                         |          |      |             |                |                      |                  |                     |                  |                  |                       |                  |                  |                     |                  |                      |                     |  |  |  |
| 464                     | RCP (CL III) (18")                      | 40       | LF   | \$ 20.00    | \$800.00       | 0                    | 0                | \$0.00              | 40               | 40               | \$800.00              | 0                | 40               | \$0.00              | 0                | 40                   | \$0.00              |  |  |  |
| 464                     | RCP (CL III) (18")                      | 604      | LF   | \$ 10.00    | \$6,040.00     | 0                    | 0                | \$0.00              | 604              | 604              | \$6,040.00            | 0                | 604              | \$0.00              | 0                | 604                  | \$0.00              |  |  |  |
| 467                     | Safety End Treatment                    | 2        | EA   | \$ 500.00   | \$1,000.00     | 0                    | 0                | \$0.00              | 2                | 2                | \$1,000.00            | 0                | 2                | \$0.00              | 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          | 0                | 598                  | \$0.00              |  |  |  |
| 530                     | Driveways (TY PRB-1) (Concrete)         | 0        | SY   | \$ 20.00    | \$0.00         | 0                    | 0                | \$0.00              | 0                | 0                | \$0.00                | 0                | 0                | \$0.00              | 35               | 35                   | \$700.00            |  |  |  |
|                         |                                         |          |      |             | \$99,693.00    | Totals: \$41,455.50  |                  |                     |                  |                  | Totals: \$55,387.50   |                  |                  |                     |                  | Totals: \$1,675.00   |                     |  |  |  |
|                         |                                         |          |      |             |                | Roadway: \$33,615.50 |                  |                     |                  |                  | Roadway: \$43,817.50  |                  |                  |                     |                  | Roadway: \$0.00      |                     |  |  |  |
|                         |                                         |          |      |             |                | Drainage: \$7,840.00 |                  |                     |                  |                  | Drainage: \$11,570.00 |                  |                  |                     |                  | Drainage: \$1,675.00 |                     |  |  |  |
| SUBTOTAL                |                                         |          |      |             |                |                      |                  |                     |                  |                  |                       |                  |                  |                     |                  |                      |                     |  |  |  |

# 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

December 5, 2008

Mr. Reynaldo Robles, P.E.  
Hinojosa Engineering  
108 W. 18<sup>th</sup> 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:

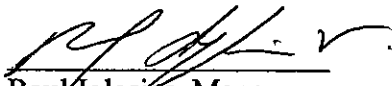
Valley Caliche Products

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

**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: 11/26/2008  
Request for Payment No: 5 & Retainage

|                                     |    |                   |
|-------------------------------------|----|-------------------|
| Original Contract Amount .....      | \$ | <u>175,471.85</u> |
| Net Changes by Change Order .....   | \$ | <u>10,155.00</u>  |
| Total Contract Amount to Date ..... | \$ | <u>185,626.85</u> |

---

|                                                        |                      |
|--------------------------------------------------------|----------------------|
| Estimated % Project Completion to Date: <u>100.00%</u> |                      |
| Total Completed to Date .....                          | \$ <u>185,626.85</u> |
| Add: Materials on Hand (verified by Engineer .....     | \$ <u>0.00</u>       |
| Total Contract Earned .....                            | \$ <u>185,626.85</u> |
| Less: Retainage 10 % .....                             | \$ <u>0.00</u>       |
| New Contract Earned .....                              | \$ <u>185,626.85</u> |
| Less: Previous Request for Payments .....              | \$ <u>167,064.16</u> |
| Total Amount Due This Request .....                    | \$ <u>18,562.69</u>  |

---

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.

[Signature] 11/29/08  
PREPARED BY (CONTRACTOR) DATE

[Signature] 12-16-08  
APPROVED BY (ENGINEER) DATE

\_\_\_\_\_  
APPROVED BY COUNTY DATE

**FORM-UCP-10**

Revised: 10/30/96

| SCHEDULE OF VALUE                                   |                                                |       |     | ESTIMATE: 5 & Retainage          |            |                      |                       | CONTRACTOR: Asago, LLC |                        |                          |                          |                      |           |
|-----------------------------------------------------|------------------------------------------------|-------|-----|----------------------------------|------------|----------------------|-----------------------|------------------------|------------------------|--------------------------|--------------------------|----------------------|-----------|
| PROJECT: Chula Vista & Walton Subd. Road & Drainage |                                                |       |     | DATE: 11/26/2008                 |            |                      |                       | 2113 Pecos             |                        |                          |                          |                      |           |
| OWNER: Hidalgo County Precinct No. 3                |                                                |       |     | PERIOD: 11/06/2008 to 11/26/2008 |            |                      |                       | Mission, TX 78572      |                        |                          |                          |                      |           |
| DESCRIPTION                                         |                                                |       |     | PLAN                             | UNIT       | UNIT<br>BID<br>PRICE | TOTAL<br>BID<br>PRICE | PREV<br>QTY            | QTY.<br>THIS<br>PERIOD | AMOUNT<br>THIS<br>PERIOD | QTY.<br>COMP.<br>TO DATE | AMOUNT<br>TO<br>DATE | %<br>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.-                                                 | Lime Treatment for Subgrade Material           | 0     | SY  |                                  | \$3.00     | \$4,650.00           |                       | 1,550                  | 0                      | \$0.00                   | 1,550                    | \$4,650.00           | 100.00%   |
| 6.-                                                 | Asphalt Material (MC-30)                       | 839.7 | GAL |                                  | \$5.00     | \$4,198.50           |                       | 839.7                  | 0                      | \$0.00                   | 839.7                    | \$4,198.50           | 100.00%   |
| 7.-                                                 | Asphalt Concrete (Type "D")                    | 4,127 | SY  |                                  | \$7.00     | \$28,889.00          |                       | 4,127                  | 0                      | \$0.00                   | 4,127                    | \$28,889.00          | 100.00%   |
| 8.-                                                 | Barricades, Signs & Traffic Handling           | 1.5   | MO  |                                  | \$1,000.00 | \$1,500.00           |                       | 1.50                   | 0                      | \$0.00                   | 1.50                     | \$1,500.00           | 100.00%   |
| 9.-                                                 | Construction Exists (TY 2) (Install            | 72    | SY  |                                  | \$40.00    | \$2,880.00           |                       | 72                     | 0                      | \$0.00                   | 72                       | \$2,880.00           | 100.00%   |
| 10.-                                                | Construction Exists (TY 2) (Remove)            | 72    | SY  |                                  | \$20.00    | \$1,440.00           |                       | 72                     | 0                      | \$0.00                   | 72                       | \$1,440.00           | 100.00%   |
| 11.-                                                | Temporary Sediment Control Fence (Install)     | 780   | LF  |                                  | \$6.00     | \$4,680.00           |                       | 780                    | 0                      | \$0.00                   | 780                      | \$4,680.00           | 100.00%   |
| 12.-                                                | Temporary Sediment Control Fence (Remove)      | 780   | LF  |                                  | \$3.00     | \$2,340.00           |                       | 780                    | 0                      | \$0.00                   | 780                      | \$2,340.00           | 100.00%   |
| 13.-                                                | Turnouts (Asphalt, Concrete, Pavement) (PBS-2) | 72    | SY  |                                  | \$25.00    | \$1,800.00           |                       | 72                     | 0                      | \$0.00                   | 72                       | \$1,800.00           | 100.00%   |
| 14.-                                                | RCP (CL III) (18")                             | 40    | LF  |                                  | \$20.00    | \$800.00             |                       | 40                     | 0                      | \$0.00                   | 40                       | \$800.00             | 100.00%   |
| 15.-                                                | RCP (CL III) (15")                             | 864   | LF  |                                  | \$10.00    | \$8,640.00           |                       | 864                    | 0                      | \$0.00                   | 864                      | \$8,640.00           | 100.00%   |
| 16.-                                                | Safety End Treatment (Pre-Cast)                | 2     | EA  |                                  | \$500.00   | \$1,000.00           |                       | 2                      | 0                      | \$0.00                   | 2                        | \$1,000.00           | 100.00%   |
| 17.-                                                | Driveways (Asphalt, Concrete, Pavement)        | 663   | SY  |                                  | \$15.00    | \$9,945.00           |                       | 598                    | 65                     | \$975.00                 | 663                      | \$9,945.00           | 100.00%   |
| 18.-                                                | Driveways (Concrete)                           | 35    | SY  |                                  | \$20.00    | \$700.00             |                       | 0                      | 35                     | \$700.00                 | 35                       | \$700.00             | 100.00%   |
| Subtotal Chula Vista Subdivision                    |                                                |       |     |                                  |            |                      | \$98,518.00           |                        |                        | \$1,675.00               |                          | \$98,518.00          | 100.00%   |



| Schedule of Values Continued                        |        |      |                      |                       |             |                        |                          |                          |                      |           |  |
|-----------------------------------------------------|--------|------|----------------------|-----------------------|-------------|------------------------|--------------------------|--------------------------|----------------------|-----------|--|
| DESCRIPTION                                         | PLAN   | UNIT | UNIT<br>BID<br>PRICE | TOTAL<br>BID<br>PRICE | PREV<br>QTY | QTY.<br>THIS<br>PERIOD | AMOUNT<br>THIS<br>PERIOD | QTY.<br>COMP.<br>TO DATE | AMOUNT<br>TO<br>DATE | %<br>COMP |  |
| Subtotal Chula Vista Subdivision                    |        |      |                      | \$98,518.00           | \$1,675.00  |                        |                          |                          | \$98,518.00          | 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.- Asphalt 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           | 3,250.66    | 66.34                  | \$663.40                 | 3,317.00                 | \$33,170.00          | 100.00%   |  |
| 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            | 248.00      | 0.00                   | \$0.00                   | 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           | \$663.40    |                        |                          |                          | \$87,108.85          | 100.00%   |  |
| TOTAL                                               |        |      |                      | \$185,626.85          | \$2,338.40  |                        |                          |                          | \$185,626.85         | 100.00%   |  |

Submitted by:  
Asago, LLC

  
Date 11/20/08

Approved by:  
Hinojosa Engineering

  
Date 12-16-08

CONTRACT AMOUNT  
CHANGE ORDERS  
CURRENT CONTRACT TOTAL  
TOTAL COMPLETED TO DATE  
MATERIALS STORED ON SITE  
LESS RETAINAGE  
LESS PREVIOUS ESTIMATE PAY  
NET DUE THIS ESTIMATE PAY

\$175,471.85  
\$8,480.00  
\$183,951.85  
\$185,626.85  
\$0.00  
\$0.00  
\$167,064.16  
\$18,562.69

Submitted by:  
Asago, LLC

*[Signature]* 11/20/08  
Date

Approved by:  
Hinojosa Engineering

*[Signature]* 12-16-08  
Date

CONTRACT AMOUNT  
CHANGE ORDERS  
CURRENT CONTRACT TOTAL  
TOTAL COMPLETED TO DATE  
MATERIALS STORED ON SITE  
LESS RETAINAGE  
LESS PREVIOUS ESTIMATE PAY  
NET DUE THIS ESTIMATE PAY

\$175,471.85  
\$8,480.00  
\$183,951.85  
\$185,626.85  
\$0.00  
\$0.00  
\$167,064.16  
\$18,562.69

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 improvements 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. 5 in the amount of Eighteen Thousand Five Hundred  
Sixty-Two Dollars and Sixty-Nine Cents (\$ 18,562.69 ) 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

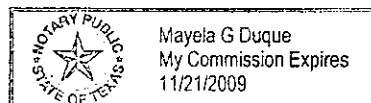
[Signature]  
CONTRACTOR

By: Raul Iglesias, Manager  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 11 day of December, 2008 to  
certify which witness my hand and seal of office.

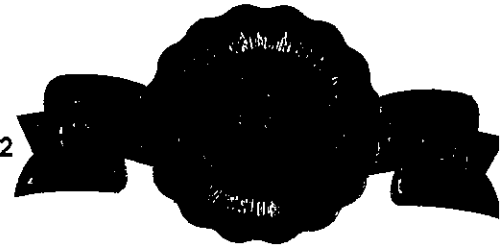
[Signature]  
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: November





**HINOJOSA ENGINEERING, INC.**  
STRUCTURAL ENGINEERING • CIVIL ENGINEERING  
LAND SURVEYING  
108 W. 18TH ST. MISSION, TEXAS 78572



**TRANSMITTAL LETTER**

**PROJECT:** WALTON & CHULA VISTA SUBDIVISION. **PROJECT #** 06-192

**DATE:** 12-16-08

06-204

**TO:** Pet. 2.

If enclosures are not as noted, please  
Inform us immediadialy.

If checked below, please,

- ( ) Acknowledge receipt of enclosure.  
( ) Return enclosures to us.

**ATTN:** AGAPITO VARGAS.

**WE TRANSMIT:**

- (X) HERewith ( ) UNDER SEPERATE COVER VIA \_\_\_\_\_  
( ) IN ACCORDANCE WITH YOUR REQUEST \_\_\_\_\_

**FOR YOUR:**

- (X) APPROVAL ( ) RECORD ( ) INFORMATION  
( ) REVIEW & COMMENT ( ) DISTRIBUTION TO PARTIES

**THE FOLLOWING:**

- ( ) DRAWINGS ( ) SHOP DRAWING REPRODUCIBLES ( ) SAMPLES  
( ) SPECIFICATIONS ( ) SHOP DRAWING PRINTS ( ) PRODUCT LITERATURE  
(X) CHANGE ORDER (X) OTHER \_\_\_\_\_

| COPIES | DATE     | DESCRIPTION                                              |
|--------|----------|----------------------------------------------------------|
| 1      | 12-16-08 | CHANGE ORDER.                                            |
| 1      |          | ORIGINAL APPLICATION FOR PAYMENT No. 4                   |
| 1      |          | ORIGINAL APPLICATION FOR PAYMENT No. 5 AND<br>RETAINAGE. |

**REMARKS:**

RECEIVED  
Yolite Jackson

DEC 16 2008

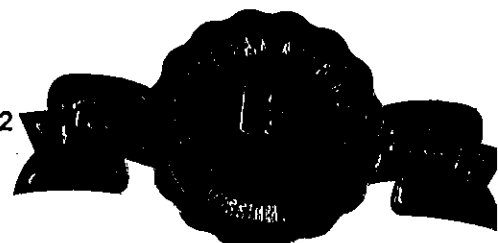
Hidalgo County  
PRECINCT #2

COPIES TO:

FILE

**HINOJOSA ENGINEERING, INC.**STRUCTURAL ENGINEERING • CIVIL ENGINEERING  
LAND SURVEYING

108 W. 18TH ST. MISSION, TEXAS 78572

**TRANSMITTAL LETTER****PROJECT:** WALTON & CHULA VISTA SUBDIVISION. **PROJECT #** 06-192**DATE:** 12-22-08

06-204

**TO:** Pct. 2.If enclosures are not as noted, please  
Inform us immediadially.

If checked below, please,

- ☐ Acknowledge receipt of enclosure.  
☐ Return enclosures to us.

**ATTN:** AGAPITO VAZQUEZ.**WE TRANSMIT:**

- ☒ **HEREWITH** ☐ **UNDER SEPERATE COVER VIA** \_\_\_\_\_  
☐ **IN ACCORDANCE WITH YOUR REQUEST** \_\_\_\_\_

**FOR YOUR:**

- ☒ **APPROVAL** ☐ **RECORD** ☐ **INFORMATION**  
☐ **REVIEW & COMMENT** ☐ **DISTRIBUTION TO PARTIES**

**THE FOLLOWING:**

- ☐ **DRAWINGS** ☐ **SHOP DRAWING REPRODUCIBLES** ☐ **SAMPLES**  
☐ **SPECIFICATIONS** ☐ **SHOP DRAWING PRINTS** ☐ **PRODUCT LITERATURE**  
☐ **CHANGE ORDER** ☒ **OTHER** \_\_\_\_\_

| COPIES | DATE     | DESCRIPTION                            |
|--------|----------|----------------------------------------|
| 1      | 12-22-08 | APPLICATION FOR PAYMENT #5 & RETAINAGE |
| 1      |          | CERTIFICATE OF CONSTRUCTION COMPLETION |
| 1      |          | LIST OF SUPPLIERS                      |
|        |          |                                        |
|        |          |                                        |

**REMARKS:****COPIES TO:**

FILE

RECEIVED  
Yolite Jackson

DEC 30 08

Hidalgo County  
PRECINCT #2

Border Colonia Access Program  
Checklist for Documentation Required for Road Construction

Contractor: Amco, Inc. dba Casco Const.  
 Contact Amount: \$ 175,471.85 - 185,600.85  
 Project/Precinct: Chula Vista & Walton / lot 3  
 Owner's Contract No.: CP-08-007-03-06

| Item | Required Documents                                                                         | Submitted & Reviewed | Approved | Comments: |
|------|--------------------------------------------------------------------------------------------|----------------------|----------|-----------|
|      | <b>INITIATION OF PROJECT</b>                                                               |                      |          |           |
| 1    | Approval to Bid (Purchasing)                                                               |                      |          |           |
| 2    | Contract - Signed and Executed                                                             |                      |          |           |
| 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 Certification 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 Commissioner'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                                                                          |                      |          |           |

*Not filled out Complete to (Under Final Submittal Date) 12/31/08*  
*Not filled out Complete to (Under Final Submittal Date) 12/31/08*  
*Not filled out Complete to (Under Final Submittal Date) 12/31/08*



# **Texas Department of Transportation**

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

December 18, 2008

Mr. Agapito Vargas, Director  
Hidalgo County Border Colonia Access Program  
301 East State Street  
Pharr, Texas 78577

Dear Mr. Vargas:

TxDOT has completed a final inspection of the Hidalgo County Border Colonia Access Program second-call project for Walton Subdivision (2C1080837). The inspection confirmed that work has been completed according to plans on record with TxDOT, drainage is in place, and the project looks good. There were no exceptions.

Sincerely,

Sharon Slagle  
Pharr Border Colonia Access Program  
Manager



# **Texas Department of Transportation**

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

December 12, 2008

Mr. Agapito Vargas, Director  
Hidalgo County Border Colonia Access Program  
301 East State Street  
Pharr, Texas 78577

Dear Mr. Vargas:

TxDOT has completed final inspection of the Hidalgo County Border Colonia Access Program second-call project Chula Vista Acres Subdivision, 2C1080152. The project looks good. Streets accord with plans, and drainage is in place.

Please let me know if you have any questions.

Sincerely,

Sharon Slagle  
Border Colonia Access Program Manager

Scanned Dec 15, 2008  
email to participants  
12-15-08

## CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 11<sup>th</sup> DAY OF Dec., **2008**, A FINAL INSPECTION was made of the project herein described:

### CONTRACT

DATE: April 22, 2008  
OWNER: Hidalgo County  
CONSTRUCTION CONTRACTOR: Asago LLC, dba Asago Construction  
OF THE CITY OF Mission STATE OF Texas

### PROJECT DESCRIPTION

CONSTRUCTION OF Road and Drainage Construction For Chula Vista Subdivision  
and Walton Subdivision  
located in or near the City/Pct. of Hidalgo County Precinct No. 3

### **THIS IS TO CERTIFY:**

1. That the work has been completed in accordance with the plans and specification and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: N/A
2. That the sum of N/A (\$                    ), deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the Contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.
5. 

|                             |                      |
|-----------------------------|----------------------|
| Amount of Original Contract | \$ <u>175,471.85</u> |
| Present Amount of Contract  | <u>185,626.85</u>    |
| Total Amount Earned to Date | <u>185,626.85</u>    |
| Less Previous Payments      | <u>167,064.16</u>    |
| Balance                     | <u>18,562.69</u>     |
| Authorized Deductions       | <u>0.00</u>          |
| AMOUNT OF FINAL PAYMENT     | \$ <u>18,562.69</u>  |
6. That the final payment in the amount of \$ Eighteen Thousand Five Hundred Sixty-Two dollars and Sixty-Nine cents (\$ 18,562.69) is now due and payable.

  
\_\_\_\_\_  
Engineer's Signature



CONCURRED BY:

ASAGO, LLC dba Asago Construction

CONTRACTOR'S NAME

BY:



TITLE:

Manager

CONCURRED BY:

\_\_\_\_\_  
CITY/PRECINCT

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**AI-13253**

**17.I.2.**

**Amend TXDOT Application for Driveway Permit Pct. 3 Chula Vista should be  
(Villa De Capri)  
CC REGULAR**

**Date:** 01/13/2009

**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**

Amend action taken by Commissioner's Court on December 23, 2008 approving Application for Driveway Permit for Border Colonia Access Program Subdivision Chula Vista Precinct 3, to reflect the correct name of Subdivision from Chula Vista to Villa De Capri.

**BACKGROUND**

Approval of AI-12885 Driveway Permit dated 12/23/08

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq                       | Inbox                 | Approved By    | Date                            | Status |
|---------------------------------|-----------------------|----------------|---------------------------------|--------|
| 1                               | Laura Moya            | Laura Moya     | 01/09/2009 03:33 PM             | APRV   |
| 2                               | Purchasing Department | Marty Salazar  | 01/09/2009 04:01 PM             | APRV   |
| 3                               | Budget & Management   | Veronica Lopez | 01/09/2009 04:09 PM             | APRV   |
| 4                               | Manuel Chapa          | Manuel Chapa   | 01/09/2009 04:31 PM             | APRV   |
| 5                               | Auditor's Office      |                | 01/09/2009 05:30 PM             | NEW    |
| Form Started By: Marcie Jackson |                       |                | Started On: 01/07/2009 02:21 PM |        |

Final Approval Date: 01/09/2009

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AI-13235

17.I.3.

**BCAP PCT NO.3 - SUPPLEMENTAL AGREEMENT NO.1  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Laura Moya, PURCHASING DEPT.  
**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department  
**Purchasing only:** CAP Pct.3

---

**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of Supplemental Agreement No. 1 for Border Colonia Access Program Engineering Services contract for Precinct No. 3 with Javier Hinojosa Engineering C-CAP-08-030A-10-28 for an increase from \$311,547.37 to \$311,597.20.

**BACKGROUND**

Supplemental Agreement No.1 to Work Authorization No.1 for CAP Round III Colonias

---

**Fiscal Impact**

**FISCAL YEAR:** 2008  
**FUNDS AVAILABLE Y/N?:** Y  
**ACCT. #:** 8-1312-431-00-123-XXX-X-334  
**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Round III Funding - Please see attached report.

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**Attachments**

Link: [Report](#)

Link: [SUPPLEMENTAL AGREEMENT](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 01/07/2009 03:57 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 01/07/2009 03:58 PM | APRV   |
| 3         | Roland Garcia         | Rolando Garcia | 01/09/2009 09:34 AM | APRV   |
| 4         | Auditor's Office      | Angela Garcia  | 01/09/2009 05:30 PM | APRV   |

Form Started By: Laura Moya  
Started On: 01/06/2009 05:00 PM  
Final Approval Date: 01/09/2009

---

Run Date 01/08/09 08:15 AM

Hidalgo County

Page No 1

For 01/01/08 - 01/31/09

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

| <u>Account No/Description</u>                       |                                          | <u>Adjusted<br/>Budget</u> | <u>Y-T-D<br/>Encumb</u> | <u>Period<br/>Expended</u> | <u>Y-T-D<br/>Expended</u> | <u>Available<br/>Balance</u> | <u>Percent<br/>Used</u> |
|-----------------------------------------------------|------------------------------------------|----------------------------|-------------------------|----------------------------|---------------------------|------------------------------|-------------------------|
| <b>1312 BORDER COLONIA ACCESS PROGRAM ROUND III</b> |                                          |                            |                         |                            |                           |                              |                         |
| 8-1312-431-00-123-055-0-334                         | ARIEL HINOJOSA SUBD-ENG&ARCH SRV         | 12,882.10                  | 12,882.10               | .00                        | .00                       | .00                          | 100.00                  |
| 8-1312-431-00-123-079-0-334                         | BASHAM #14-ENG & ARCH SRV                | 21,845.48                  | 21,845.48               | .00                        | .00                       | .00                          | 100.00                  |
| 8-1312-431-00-123-082-0-334                         | BASHAM #18-ENG & ARCH SRV                | 14,773.31                  | 14,773.31               | .00                        | .00                       | .00                          | 100.00                  |
| 8-1312-431-00-123-111-0-334                         | BLUE STAR ENTERPRISE #2-ENG & ARCH SRV   | 25,376.31                  | 25,376.31               | .00                        | .00                       | .00                          | 100.00                  |
| 8-1312-431-00-123-234-0-334                         | DUDE HILL #1-ENG & ARCH SRV              | 7,748.48                   | 7,748.48                | .00                        | .00                       | .00                          | 100.00                  |
| 8-1312-431-00-123-310-0-334                         | HAVANA LOMAS #4-ENG & ARCH SRV           | 11,804.10                  | 11,804.10               | .00                        | .00                       | .00                          | 100.00                  |
| 8-1312-431-00-123-311-0-334                         | HAVANA LOMAS #5-ENG & ARCH SRV           | 7,965.05                   | 7,965.05                | .00                        | .00                       | .00                          | 100.00                  |
| 8-1312-431-00-123-324-0-334                         | HILDA SUBDIVISION #2-ENG & ARCH SRV      | 16,083.32                  | 16,083.32               | .00                        | .00                       | .00                          | 100.00                  |
| 8-1312-431-00-123-348-0-334                         | JARDIN TERRACE SUBDIVISION-ENG & ARCH SR | 16,349.27                  | 16,349.27               | .00                        | .00                       | .00                          | 100.00                  |
| 8-1312-431-00-123-380-0-334                         | LA HOMA GROVE ESTATES-ENG & ARCH SR      | 13,714.72                  | .00                     | .00                        | .00                       | 13,714.72                    | .00                     |
| 8-1312-431-00-123-397-0-334                         | LA SUENA SUBDIVISION-ENG & ARCH SRV      | 31,595.12                  | 31,595.12               | .00                        | .00                       | .00                          | 100.00                  |
| 8-1312-431-00-123-470-1-334                         | MONICA ACRES-ENG & ARCH SRV              | 9,603.80                   | 9,603.80                | .00                        | .00                       | .00                          | 100.00                  |
| 8-1312-431-00-123-536-0-334                         | PALM LAKE ESTATES #1-ENG & ARCH SRV      | 79,205.50                  | 79,205.50               | .00                        | .00                       | .00                          | 100.00                  |
| 8-1312-431-00-123-587-0-334                         | RAMIREZ SUBDIVISION-ENG & ARCH SRV       | 6,724.97                   | 6,724.97                | .00                        | .00                       | .00                          | 100.00                  |
| 8-1312-431-00-123-588-0-334                         | RAMIREZ SUBDIVISION #2-ENG & ARCH SRV    | 6,191.25                   | 6,191.25                | .00                        | .00                       | .00                          | 100.00                  |
| 8-1312-431-00-123-589-0-334                         | RAMIREZ SUBDIVISION #3-ENG & ARCH SRV    | 5,842.10                   | 5,842.10                | .00                        | .00                       | .00                          | 100.00                  |
| 8-1312-431-00-123-591-0-334                         | RAMON LEAL SUBDIVISION-ENG & ARCH SRV    | 7,608.82                   | .00                     | .00                        | .00                       | 7,608.82                     | .00                     |
| 8-1312-431-00-123-600-0-334                         | RANDOLPH BARNETT #1-ENG & ARCH SRV       | 7,893.61                   | 7,893.61                | .00                        | .00                       | .00                          | 100.00                  |
| 8-1312-431-00-123-606-0-334                         | REGAL ESTATES-ENG & ARCH SRV             | 16,855.25                  | 16,855.25               | .00                        | .00                       | .00                          | 100.00                  |
| 8-1312-431-00-123-780-1-334                         | VEREDA TROPICAL-ENG & ARCH SRV           | 12,808.35                  | 12,808.35               | .00                        | .00                       | .00                          | 100.00                  |
| <b>1312 BORDER COLONIA ACCESS PROGRAM ROUND III</b> |                                          | <b>332,870.91</b>          | <b>311,547.37</b>       | <b>.00</b>                 | <b>.00</b>                | <b>21,323.54</b>             | <b>93.59</b>            |
| <b>8 YEAR</b>                                       |                                          | <b>332,870.91</b>          | <b>311,547.37</b>       | <b>.00</b>                 | <b>.00</b>                | <b>21,323.54</b>             | <b>93.59</b>            |

# JAVIER HINOJOSA ENGINEERING/Consulting Engineers

## MEMORANDUM

To: Colonia Access Program  
Attn: Mr. Agapito Vargas, Program Director  
From: Javier Hinojosa, P.E. *JH*  
Subject: **Hidalgo County Precinct No. 3**  
**Border Colonia Access Program Round II**  
Date: December 30, 2008

Attached please find Supplemental Agreement No. 1 to Work Authorization No. 1 for the CAP Round III Colonias in Precinct No. 3. This is submitted for your approval and execution by the County. If you have any questions or require further information, please feel free to contact me at your convenience.

416 E. Dove Avenue

McAllen, Texas 78504

Tel: (956) 668-1588

Fax: (956) 994-8102

javhin@rgv.rr.com

INVOICE RECEIVED BY:  
*Mc Jackson* ON *12/31/08*  
GOODS/SERVICES RECEIVED BY:  
*Mc Jackson* ON *12/31/08*

RECEIVED  
Yolie Jackson

DEC 30 08

Hidalgo County  
PRECINCT #3

*4.03*

**EXHIBIT "F"**  
**SUPPLEMENTAL AGREEMENT FORM**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HIDALGO     §

**SUPPLEMENTAL AGREEMENT NO. 1**  
**TO WORK AUTHORIZATION 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 **Javier Hinojosa Engineering, Professional Engineers of McAllen, Texas**, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the Agreement on the 28th day of October, 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 3 (hereinafter referred to as the "**Project**") and,

**WHEREAS**, Part 2 of the Agreement, (Estimated Cost), establishes that the fee for the services is \$311,547.37; and, Attachment "A" establishes the projects to be designed,

**WHEREAS**, it has become necessary to amend the Agreement to substitute population allocation projects with competitive projects not awarded.

**A.     AGREEMENT**

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said Agreement is amended as follows:

- I.     Part 2 of the Agreement, (Estimated Cost) is revised to **\$311,597.20**.
- II.    Attachment "A" (Listing of Colonias) is revised and made a part of this agreement as attached.

**All other provisions are unchanged and remain in full force and effect.**

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE ENGINEER:  
JAVIER HINOJOSA ENGINEERING**

BY: \_\_\_\_\_

Javier Hinojosa, P.E. Owner

Address for Giving Notices:  
416 E Dove Avenue  
McAllen, Texas 78504

**THE OWNER:  
HIDALGO COUNTY**

BY: \_\_\_\_\_

Juan D. Salinas III, County Judge

**ATTESTED**

By: \_\_\_\_\_

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

-Attachment "A"

**ATTACHMENT "A"**  
**BORDER COLONIA ACCESS PROGRAM ROUND III**  
**ESTIMATE DISTRIBUTION**  
**COUNTY ALLOCATION & COMPETITIVE CALL BY PRECINCT**  
**December 30, 2008**

| <b>Precinct Number Three</b>                                                                                                                        |   | <b>Engineering</b>  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---|---------------------|
| <b><u>Colonia Name</u></b>                                                                                                                          |   | <b><u>Fees</u></b>  |
| <b><u>Deleted Projects</u></b>                                                                                                                      |   |                     |
| 1. Randolph Barnett #1 - Tiffany Street                                                                                                             | : | \$7,893.61          |
| 2. Regal Estates - Thompson Road                                                                                                                    | : | \$16,855.25         |
| 3. Jardin Terrace Subdivision - Mahala Drive                                                                                                        | : | \$16,349.27         |
| 4. Havana Lomas #4 - Graciela Street, Delia Street and Manuel Street                                                                                | : | \$11,804.10         |
| 5. Blue Star Enterprises #2 - Blue Star St., Street "A", Street "C" and Street "D"                                                                  | : | \$25,376.31         |
| 6. Havana Lomas #5 - Delia Street and Manuel Street                                                                                                 | : | \$7,965.05          |
| 7. Ramirez Subdivision - 19th Street                                                                                                                | : | \$6,724.97          |
| 8. Ramirez Subdivision #2 - 20th Street                                                                                                             | : | \$6,191.25          |
| 9. Ramirez Subdivision #3 - 22nd Street                                                                                                             | : | <u>\$5,842.10</u>   |
| <b>TOTAL DELETED FEE:</b>                                                                                                                           |   | <b>\$105,001.91</b> |
| <b><u>New Projects</u></b>                                                                                                                          |   |                     |
| 1. Ariel Hinojosa Subdivision - Paula Street                                                                                                        | : | \$12,882.10         |
| 2. Basham #14 - Campbell Drive, Barnett Drive and Adams Drive                                                                                       | : | \$21,845.48         |
| 3. Basham #18 - Tiffany Drive                                                                                                                       | : | \$14,773.31         |
| 4. Dude Hill #1 - Israel Avenue                                                                                                                     | : | \$7,748.48          |
| 5. Hilda Subdivsion #2 - Hilda Street and Paris Street                                                                                              | : | \$16,083.32         |
| 7. La Suená - Rabbit Run, West South Dakota and Bella Vista                                                                                         | : | \$31,595.12         |
| 8. Palm Lake Estates #1 - Hermosillo Drive, Avenida De Mexico, Alvarado Street, Mahala Street, Alvarado Court, La Pointe Avenue and Honolulu Avenue | : | \$79,205.50         |
| 9. Monica Acres - Monica Drive                                                                                                                      | : | \$9,603.80          |
| 10. Vereda Tropical - Maryland Street                                                                                                               | : | \$12,808.35         |
| 11. Loma Linda Heights Subdivision                                                                                                                  | : | \$57,495.76         |
| 12. Casa De Los Vecinos Subdivision                                                                                                                 | : | <u>\$ 47,555.98</u> |
| <b>TOTAL NEW FEE:</b>                                                                                                                               |   | <b>\$311,597.20</b> |



**AI-13213****17.I.4.****Application for Payment No. 5 (Final) El Sol I & El Sol II for Pct. 3  
CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM  
**Submitted For:** Agapito Vargas  
**Department:** COLONIA ACCESS PROGRAM  
**Agenda Category:** Purchasing Department **Purchasing only:** CAP Pct.3

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**Information****CAPTION**

Presentation for discussion, consideration acceptance and approval of Application for Payment No. 5 (final) in the amount of \$55,166.50 from Asago, LLC dba Asago Construction contracted vendor for El Sol I and El Sol II Subdivision submitted by project engineer Javier Hinojosa Engineering. C-CAP-08-021-7-01

**BACKGROUND****Fiscal Impact**

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1311-431-00-123-25X-0-73X  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Amount available in PO# 607377 is \$243,716.50 as of 01/06/2009 for ASAGO LLC.

8-1311-431-00-123-250-0-733 amount available in PO#607377 is \$ 56,180.00  
8-1311-431-00-123-250-0-734 amount available in PO#607377 is \$ 5,727.50  
8-1311-431-00-123-251-0-733 amount available in PO#607377 is \$ 46,095.00  
8-1311-431-00-123-251-0-734 amount available in PO#607377 is \$137,714.00

---

**Attachments**

Link: Application for Payment No.5 (final) El Sol I & El Sol II Subd.

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Ana Galvan            | Anna Galvan    | 01/08/2009 02:21 PM | APRV   |
| 2         | Laura Moya            | Laura Moya     | 01/09/2009 03:33 PM | APRV   |
| 3         | Purchasing Department | Marty Salazar  | 01/09/2009 04:01 PM | APRV   |
| 4         | Budget & Management   | Veronica Lopez | 01/09/2009 04:08 PM | APRV   |
| 5         | Roland Garcia         | Rolando Garcia | 01/09/2009 04:25 PM | APRV   |
| 6         | Auditor's Office      |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Marcie Jackson

Started On: 01/06/2009 02:59 PM

Final Approval Date: 01/09/2009

---

## APPLICATION FOR PAYMENT NO. 5

AI-13213 01/13/09

To: Hidalgo County (OWNER)  
 From: Asago, LLC dba Asago Construction (CONTRACTOR)  
 Contract: C-CAP-08-021-7-01  
 Project: Hidalgo County Precinct No. 3 - Border Colonia Access Program - El Sol # 1 and El Sol # 2

Subdivision(s)

Owner's Contract No. C-CAP-08-021-7-01For Work accomplished through the date of: 12/22/2008

|                                                             |    |          |            |
|-------------------------------------------------------------|----|----------|------------|
| 1. Original Contract Price:                                 | \$ | <u>0</u> | 536,001.00 |
| 2. Net change by Change Order and Written Agreements(+or-): | \$ | <u>0</u> | 0.00       |
| 3. Current Contract Price (1 plus 2):                       | \$ | <u>0</u> | 536,001.00 |
| 4. Total completed and stored to date:                      | \$ | <u>0</u> | 536,001.00 |
| 5. Retainage (per Agreement):                               |    |          |            |

5 % of completed Work: \$ 0 26,800.05  
       % of stored material: \$       

Total Retainage:

\$ 0 26,800.05

6. Total completed and stored to date less retainage (4 minus 5)

\$ 0 509,200.95

7. Less previous Application for Payments:

\$ 0 454,034.458. AMOUNT DUE THIS APPLICATION (6 MINUS 7) PO # 1607377\$ 0 55,166.50Accompanying Document 8-1311-431-00-123-250-0-734 \$2,877.50 <-143.88>  
= \$2,733.628-1311-431-00-123-251-0-734 \$10,237.51 <-511.00>  
= \$9,725.63CONTRACTOR'S Certifi 8-1311-431-00-123-251-0-733 \$44,955.00 <-2,247.75>  
= \$42,707.25

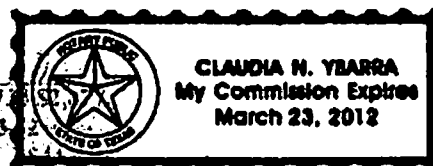
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 5 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 Payments is in accordance with the Contract Documents and not defective.

Dated 12/22/08

By: Raul Iglesias, Manager  
 Asago, LLC dba Asago Construction

State of Texas  
 County of Hidalgo  
 Subscribed and sworn to before me this 22nd  
 day of December

Claudia N. Ybarra  
 Notary Public  
 My Commission expires: 3-23-2012



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

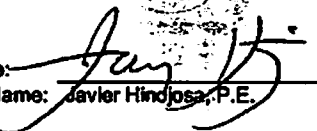
Dated 12/30/08  
 INVOICE RECEIVED BY: Mc Jackson ON 12/31/08 BY: Javier Hinojosa, P.E.  
 GOODS/SERVICES RECEIVED BY: JAVIER HINOJOSA ENGINEERING ON 12/31/08

Asago, LLC dba Asago Construction Contractor Name  
 8/11/2008 Starting Date  
 Project Ending Date  
 5% Retainage Percent

Application No.: 5  
 Application Date: 12/23/2008  
 Period To: 12/22/2008  
 Engineer Firm: JAVIER HINOJOSA ENG.

| Summary            |                                   |                      |                           |                      |                        |                   |                     |                      |                      |                     |
|--------------------|-----------------------------------|----------------------|---------------------------|----------------------|------------------------|-------------------|---------------------|----------------------|----------------------|---------------------|
| CSJ #              | CSJ Name                          | Schedule Value       | Work Previously Completed | This Period          | Total Complete to Date | Balance To Finish | Retainage           | Net                  | Payments to Date     | Payment Due         |
| 2C-1080-250        | El Sol #1 Subd. Ohio Street       | \$ 65,855.00         | \$ 65,415.00              | \$ 440.00            | \$ 65,855.00           | \$ -              | \$ 3,297.75         | \$ 62,857.25         | \$ 62,144.25         | \$ 713.00           |
| 2C-1080-250        | El Sol #1 Subd. Idaho Street      | \$ 68,020.00         | \$ 67,400.00              | \$ 620.00            | \$ 68,020.00           | \$ -              | \$ 3,401.00         | \$ 64,819.00         | \$ 64,030.00         | \$ 789.00           |
| 2C-1080-250        | El Sol #1 Subd. New Mexico Street | \$ 66,390.00         | \$ 65,810.00              | \$ 580.00            | \$ 66,390.00           | \$ -              | \$ 3,319.50         | \$ 63,070.50         | \$ 62,519.50         | \$ 551.00           |
| 2C-1080-250        | El Sol #1 Subd. Alaska Avenue     | \$ 53,590.00         | \$ 53,390.00              | \$ 200.00            | \$ 53,590.00           | \$ -              | \$ 2,679.50         | \$ 50,910.50         | \$ 50,720.50         | \$ 190.00           |
| 2C-1080-250        | El Sol #2 Subd. Nevada Street     | \$ 60,130.00         | \$ 49,165.00              | \$ 10,965.00         | \$ 60,130.00           | \$ -              | \$ 3,006.50         | \$ 57,123.50         | \$ 46,708.75         | \$ 10,416.75        |
| 2C-1080-251        | El Sol #2 Subd. Montana Street    | \$ 55,215.00         | \$ 45,265.00              | \$ 9,950.00          | \$ 55,215.00           | \$ -              | \$ 2,780.75         | \$ 52,454.25         | \$ 43,001.75         | \$ 9,452.50         |
| 2C-1080-251        | El Sol #2 Subd. Kansas Street     | \$ 59,775.00         | \$ 36,385.00              | \$ 23,410.00         | \$ 59,775.00           | \$ -              | \$ 2,988.75         | \$ 58,786.25         | \$ 34,548.75         | \$ 22,239.50        |
| 2C-1080-251        | El Sol #2 Subd. Cerda Blvd.       | \$ 103,176.00        | \$ 93,246.00              | \$ 9,930.00          | \$ 103,176.00          | \$ -              | \$ 5,158.80         | \$ 98,017.20         | \$ 88,583.70         | \$ 9,433.50         |
|                    | El Sol #1 & #2 Mail Box Relocate  | \$ 3,750.00          | \$ 1,875.00               | \$ 1,875.00          | \$ 3,750.00            | \$ -              | \$ 187.50           | \$ 3,562.50          | \$ 1,781.25          | \$ 1,781.25         |
| <b>Grand Total</b> |                                   | <b>\$ 536,001.00</b> | <b>\$ 477,931.00</b>      | <b>\$ 458,070.00</b> | <b>\$ 536,001.00</b>   | <b>\$ -</b>       | <b>\$ 26,800.05</b> | <b>\$ 509,200.95</b> | <b>\$ 454,034.45</b> | <b>\$ 55,168.50</b> |

Prepared and Checked By:

Signature:   
 Printed Name: Javier Hinojosa, P.E.

Date: 12/31/08

BCAP Payment Request

Asago, LLC dba Asago Construction  
 09/11/08  
 El Sol #1 Subd - Ohio St., Idaho St.,  
 New Mexico St. & Alaska Ave.

Contractor Name  
 Starting Date  
 Project Ending Date  
 Engineer's / County Project Description

Application No.: 5  
 Application Date: 12/23/08  
 Period To: 12/22/08  
 Engineer's / County Project No: 2C-1080-250

| No.      | Item Code | Description                               | Unit | Rate        | Schedule Value |              | Work Previously Completed |              | This Period |             | Total Completed To Date |              | Balance To Finish |         |
|----------|-----------|-------------------------------------------|------|-------------|----------------|--------------|---------------------------|--------------|-------------|-------------|-------------------------|--------------|-------------------|---------|
|          |           |                                           |      |             | Quan.          | Dollars      | Quan.                     | Dollars      | Quan.       | Dollars     | Quan.                   | Dollars      | Quan.             | Dollars |
| Paving   |           |                                           |      |             |                |              |                           |              |             |             |                         |              |                   |         |
| 1        | 100       | Preparing ROW                             | STA  | \$ 650.00   | 34.33          | \$ 22,314.50 | 34.33                     | \$ 22,314.50 | 0.00        | \$ -        | 34.33                   | \$ 22,314.50 | 0.00              | \$ -    |
| 2        | 134       | Backfill (TY A)                           | STA  | \$ 650.00   | 34.33          | \$ 22,314.50 | 34.33                     | \$ 22,314.50 | 0.00        | \$ -        | 34.33                   | \$ 22,314.50 | 0.00              | \$ -    |
| 3        | 247       | FL BS (Compl In Place) (TY D GR6 CL4)     | SY   | \$ 4.00     | 11707.00       | \$ 46,828.00 | 11,707.00                 | \$ 46,828.00 | 0.00        | \$ -        | 11,707.00               | \$ 46,828.00 | 0.00              | \$ -    |
| 4        | 251       | Rewking BS Matrl (DC)(TY D CL2)           | SY   | \$ 2.00     | 11707.00       | \$ 23,414.00 | 11,707.00                 | \$ 23,414.00 | 0.00        | \$ -        | 11,707.00               | \$ 23,414.00 | 0.00              | \$ -    |
| 5        | 262       | Lime Treat for BS CRSE (NEW BS)           | SY   | \$ 2.00     | 11707.00       | \$ 23,414.00 | 11,707.00                 | \$ 23,414.00 | 0.00        | \$ -        | 11,707.00               | \$ 23,414.00 | 0.00              | \$ -    |
| 6        | 602       | Barricades, Signs and Traffic Handling    | MO   | \$ 1,000.00 | 2.00           | \$ 2,000.00  | 2.00                      | \$ 2,000.00  | 0.00        | \$ -        | 2.00                    | \$ 2,000.00  | 0.00              | \$ -    |
| 7        | 5249      | Temporary Sediment Control Fence          | LF   | \$ 5.00     | 970.00         | \$ 4,850.00  | 970.00                    | \$ 4,850.00  | 0.00        | \$ -        | 970.00                  | \$ 4,850.00  | 0.00              | \$ -    |
| 8        | 5249      | Temporary Sediment Control Fence (REMOVE) | LF   | \$ 2.00     | 970.00         | \$ 1,940.00  | 0.00                      | \$ -         | 970.00      | \$ 1,940.00 | 970.00                  | \$ 1,940.00  | 0.00              | \$ -    |
| Drainage |           |                                           |      |             |                |              |                           |              |             |             |                         |              |                   |         |
| 9        | 530       | Driveway (ASPH-CONC-PAV)(PB-1)            | SY   | \$ 15.00    | 2539.00        | \$ 38,085.00 | 2,539.00                  | \$ 38,085.00 | 0.00        | \$ -        | 2,539.00                | \$ 38,085.00 | 0.00              | \$ -    |
| 10       | 530       | Driveway (Concrete 300 PSI)               | SY   | \$ 35.00    | 517.00         | \$ 18,085.00 | 517.00                    | \$ 18,085.00 | 0.00        | \$ -        | 517.00                  | \$ 18,085.00 | 0.00              | \$ -    |
| 11       | 556       | 15" RCP Culvert Pipe                      | LF   | \$ 15.00    | 1880.00        | \$ 28,200.00 | 1,880.00                  | \$ 28,200.00 | 0.00        | \$ -        | 1,880.00                | \$ 28,200.00 | 0.00              | \$ -    |
| 12       | 556       | 18" RCP Culvert Pipe                      | LF   | \$ 20.00    | 420.00         | \$ 8,400.00  | 420.00                    | \$ 8,400.00  | 0.00        | \$ -        | 420.00                  | \$ 8,400.00  | 0.00              | \$ -    |
| 13       | 556       | 30" RCP Culvert Pipe                      | LF   | \$ 30.00    | 0.00           | \$ -         | 0.00                      | \$ -         | 0.00        | \$ -        | 0.00                    | \$ -         | 0.00              | \$ -    |
| 14       | 556       | Type "CC" Inlet                           | EA   | \$ 1,900.00 | 3.00           | \$ 5,700.00  | 3.00                      | \$ 5,700.00  | 0.00        | \$ -        | 3.00                    | \$ 5,700.00  | 0.00              | \$ -    |
| 15       | 556       | Safety End Treatments                     | EA   | \$ 700.00   | 12.00          | \$ 8,400.00  | 12.00                     | \$ 8,400.00  | 0.00        | \$ -        | 12.00                   | \$ 8,400.00  | 0.00              | \$ -    |
| 16       |           |                                           |      |             |                |              |                           |              |             |             |                         |              |                   |         |
| 17       |           |                                           |      |             |                |              |                           |              |             |             |                         |              |                   |         |
| 18       |           |                                           |      |             |                |              |                           |              |             |             |                         |              |                   |         |
| 19       |           |                                           |      |             |                |              |                           |              |             |             |                         |              |                   |         |
| 20       |           |                                           |      |             |                |              |                           |              |             |             |                         |              |                   |         |
| 21       |           |                                           |      |             |                |              |                           |              |             |             |                         |              |                   |         |
| 22       |           |                                           |      |             |                |              |                           |              |             |             |                         |              |                   |         |
| 23       |           |                                           |      |             |                |              |                           |              |             |             |                         |              |                   |         |
| 24       |           |                                           |      |             |                |              |                           |              |             |             |                         |              |                   |         |
| 25       |           |                                           |      |             |                |              |                           |              |             |             |                         |              |                   |         |
|          |           |                                           |      |             |                | \$253,955.00 |                           | \$252,015.00 |             | \$ 1,940.00 |                         | \$253,955.00 |                   | \$ -    |

8-1311-431-00-123-250-0-733 - 0.00

8-1311-431-00-123-250-0-734 - 1940.00 < 97.00 > = \$1,843.00

8-1311-431-00-123-250-0-733 - 0.00

8-1311-431-00-123-250-0-734 - 1,940.00 - 97.00 = 81,843.00

Prepared and Checked By:

Signature:   
 Printed Name: Javier Rinolosa, P.E.

Date: 12/30/08

**Asago, LLC dba Asago Construction**  
**08/11/08**  
**EI Sol #2 Subd - Nevada St., Montana St.,**  
**Kansas St., & Cerda Blvd.**

**Contractor Name**  
**Starting Date**  
**Project Ending Date**  
**Engineer's / County Project Description**

**Application No.: 5**  
**Application Date: 12/23/08**  
**Period To: 12/22/08**  
**Engineer's / County Project No: 2C-1080-251**

| No.                                                                  | Item Code | Description                               | Unit | Rate        | Schedule Value |              | Work Previously Completed |              | This Period  |              | Total Completed To Date |              | Balance To Finish |         |
|----------------------------------------------------------------------|-----------|-------------------------------------------|------|-------------|----------------|--------------|---------------------------|--------------|--------------|--------------|-------------------------|--------------|-------------------|---------|
|                                                                      |           |                                           |      |             | Quan.          | Dollars      | Quan.                     | Dollars      | Quan.        | Dollars      | Quan.                   | Dollars      | Quan.             | Dollars |
| Paving                                                               |           |                                           |      |             |                |              |                           |              |              |              |                         |              |                   |         |
| 1                                                                    | 100       | Preparing ROW                             | STA  | \$ 650.00   | 38.73          | \$ 25,174.50 | 38.73                     | \$ 25,174.50 | 0.00         | \$ -         | 38.73                   | \$ 25,174.50 | 0.00              | \$ -    |
| 2                                                                    | 134       | Backfill (TY A)                           | STA  | \$ 650.00   | 38.73          | \$ 25,174.50 | 38.73                     | \$ 25,174.50 | 0.00         | \$ -         | 38.73                   | \$ 25,174.50 | 0.00              | \$ -    |
| 3                                                                    | 247       | FL BS (Compl in Place) (TY D GR6 CL4)     | SY   | \$ 4.00     | 13089.00       | \$ 52,278.00 | 13089.00                  | \$ 52,278.00 | 0.00         | \$ -         | 13089.00                | \$ 52,278.00 | 0.00              | \$ -    |
| 4                                                                    | 261       | Rewking BS Matrl (DC)(TY D CL2)           | SY   | \$ 2.00     | 13089.00       | \$ 26,138.00 | 13089.00                  | \$ 26,138.00 | 0.00         | \$ -         | 13089.00                | \$ 26,138.00 | 0.00              | \$ -    |
| 5                                                                    | 262       | Lime Treat for BS CRSE (NEW BS)           | SY   | \$ 2.00     | 13089.00       | \$ 26,138.00 | 10,069.00                 | \$ 20,138.00 | 3,000.00     | \$ 6,000.00  | 13,069.00               | \$ 26,138.00 | 0.00              | \$ -    |
| 6                                                                    | 502       | Barricades, Signs and Traffic Handling    | MO   | \$ 1,000.00 | 2.00           | \$ 2,000.00  | 2.00                      | \$ 2,000.00  | 0.00         | \$ -         | 2.00                    | \$ 2,000.00  | 0.00              | \$ -    |
| 7                                                                    | 5249      | Temporary Sediment Control Fence          | LF   | \$ 5.00     | 900.00         | \$ 4,500.00  | 600.00                    | \$ 3,000.00  | 300.00       | \$ 1,500.00  | 900.00                  | \$ 4,500.00  | 0.00              | \$ -    |
| 8                                                                    | 5249      | Temporary Sediment Control Fence (REMOVE) | LF   | \$ 2.00     | 900.00         | \$ 1,800.00  | 0.00                      | \$ -         | 900.00       | \$ 1,800.00  | 900.00                  | \$ 1,800.00  | 0.00              | \$ -    |
| Drainage                                                             |           |                                           |      |             |                |              |                           |              |              |              |                         |              |                   |         |
| 9                                                                    | 530       | Driveway (ASPH-CONC-PAV)(PB-1)            | SY   | \$ 15.00    | 2101.00        | \$ 31,515.00 | 0.00                      | \$ -         | 2,101.00     | \$ 31,515.00 | 2,101.00                | \$ 31,515.00 | 0.00              | \$ -    |
| 10                                                                   | 530       | Driveway (Concrete 300 PSI)               | SY   | \$ 35.00    | 384.00         | \$ 13,440.00 | 0.00                      | \$ -         | 384.00       | \$ 13,440.00 | 384.00                  | \$ 13,440.00 | 0.00              | \$ -    |
| 11                                                                   | 556       | 15" RCP Culvert Pipe                      | LF   | \$ 15.00    | 1560.00        | \$ 23,400.00 | 1,560.00                  | \$ 23,400.00 | 0.00         | \$ -         | 1,560.00                | \$ 23,400.00 | 0.00              | \$ -    |
| 12                                                                   | 556       | 18" RCP Culvert Pipe                      | LF   | \$ 20.00    | 420.00         | \$ 8,400.00  | 420.00                    | \$ 8,400.00  | 0.00         | \$ -         | 420.00                  | \$ 8,400.00  | 0.00              | \$ -    |
| 13                                                                   | 556       | 30" RCP Culvert Pipe                      | LF   | \$ 30.00    | 648.00         | \$ 19,440.00 | 648.00                    | \$ 19,440.00 | 0.00         | \$ -         | 648.00                  | \$ 19,440.00 | 0.00              | \$ -    |
| 14                                                                   | 556       | Type "CC" Inlet                           | EA   | \$ 1,900.00 | 7.00           | \$ 13,300.00 | 7.00                      | \$ 13,300.00 | 0.00         | \$ -         | 7.00                    | \$ 13,300.00 | 0.00              | \$ -    |
| 15                                                                   | 556       | Safety End Treatments                     | EA   | \$ 700.00   | 8.00           | \$ 5,600.00  | 8.00                      | \$ 5,600.00  | 0.00         | \$ -         | 8.00                    | \$ 5,600.00  | 0.00              | \$ -    |
| 16                                                                   |           |                                           |      |             |                |              |                           |              |              |              |                         |              |                   |         |
| 17                                                                   |           |                                           |      |             |                |              |                           |              |              |              |                         |              |                   |         |
| 18                                                                   |           |                                           |      |             |                |              |                           |              |              |              |                         |              |                   |         |
| 19                                                                   |           |                                           |      |             |                |              |                           |              |              |              |                         |              |                   |         |
| 20                                                                   |           |                                           |      |             |                |              |                           |              |              |              |                         |              |                   |         |
| 21                                                                   |           |                                           |      |             |                |              |                           |              |              |              |                         |              |                   |         |
| 22                                                                   |           |                                           |      |             |                |              |                           |              |              |              |                         |              |                   |         |
| 23                                                                   |           |                                           |      |             |                |              |                           |              |              |              |                         |              |                   |         |
| 24                                                                   |           |                                           |      |             |                |              |                           |              |              |              |                         |              |                   |         |
| 25                                                                   |           |                                           |      |             |                |              |                           |              |              |              |                         |              |                   |         |
|                                                                      |           |                                           |      |             | \$278,296.00   |              | \$224,041.00              |              | \$ 54,255.00 |              | \$278,296.00            |              | \$ -              |         |
| 81311-431-00-123-251-0-733 - \$49,300.00 < -2,247.75 > = \$47,052.25 |           |                                           |      |             |                |              |                           |              |              |              |                         |              |                   |         |
| 81311-431-00-123-251-0-734 - \$9,300.00 < -465.00 > = \$8,835.00     |           |                                           |      |             |                |              |                           |              |              |              |                         |              |                   |         |

8-1311-431-00-123-251-0-733 - \$44,900.00 - 2,247.757 = \$46,147.757

8-1311-431-00-123-251-0-734 - \$9,300.00 - 465.007 = \$8,835.00

Prepared and Checked By:

Signature:   
 Printed Name: Javier Hinojosa, P.E.

Date: 12/30/08

Asago, LLC dba Asago Construction Contractor Name  
 08/11/08 Starting Date  
 Project Ending Date  
 El Sol #1 & El Sol #2 Subd - Mailboxes Engineer's / County Project Description

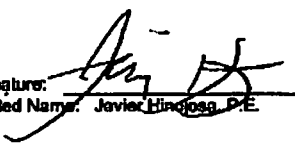
Application No.: 5  
 Application Date: 12/23/08  
 Period To: 12/22/08  
 Engineer's / County Project No: 2C-1080-251

|          |                                                          |                                           |      | Schedule Value |             | Work Previously Completed |             | This Period |             | Total Completed To Date |             | Balance To Finish |       |         |
|----------|----------------------------------------------------------|-------------------------------------------|------|----------------|-------------|---------------------------|-------------|-------------|-------------|-------------------------|-------------|-------------------|-------|---------|
| No.      | Item Code                                                | Description                               | Unit | Rate           | Quan.       | Dollars                   | Quan.       | Dollars     | Quan.       | Dollars                 | Quan.       | Dollars           | Quan. | Dollars |
| Paving   |                                                          |                                           |      |                |             |                           |             |             |             |                         |             |                   |       |         |
| 1        | 100                                                      | Preparing ROW                             | STA  | \$ 650.00      | 0.00        | \$ -                      | 0.00        | \$ -        | 0.00        | \$ -                    | 0.00        | \$ -              | 0.00  | \$ -    |
| 2        | 134                                                      | Backfill (TY A)                           | STA  | \$ 650.00      | 0.00        | \$ -                      | 0.00        | \$ -        | 0.00        | \$ -                    | 0.00        | \$ -              | 0.00  | \$ -    |
| 3        | 247                                                      | FL BS (Compl in Place) (TY D GR6 CL4)     | SY   | \$ 4.00        | 0.00        | \$ -                      | 0.00        | \$ -        | 0.00        | \$ -                    | 0.00        | \$ -              | 0.00  | \$ -    |
| 4        | 261                                                      | Rowling BS Matrl (DC)(TY D CL2)           | SY   | \$ 2.00        | 0.00        | \$ -                      | 0.00        | \$ -        | 0.00        | \$ -                    | 0.00        | \$ -              | 0.00  | \$ -    |
| 5        | 262                                                      | Lime Treat for BS CRSE (NEW BS)           | SY   | \$ 2.00        | 0.00        | \$ -                      | 0.00        | \$ -        | 0.00        | \$ -                    | 0.00        | \$ -              | 0.00  | \$ -    |
| 6        | 502                                                      | Barricades, Signs and Traffic Handling    | MD   | \$ 1,000.00    | 0.00        | \$ -                      | 0.00        | \$ -        | 0.00        | \$ -                    | 0.00        | \$ -              | 0.00  | \$ -    |
| 7        | 5249                                                     | Temporary Sediment Control Fence          | LF   | \$ 5.00        | 0.00        | \$ -                      | 0.00        | \$ -        | 0.00        | \$ -                    | 0.00        | \$ -              | 0.00  | \$ -    |
| 8        | 5249                                                     | Temporary Sediment Control Fence (REMOVE) | LF   | \$ 2.00        | 0.00        | \$ -                      | 0.00        | \$ -        | 0.00        | \$ -                    | 0.00        | \$ -              | 0.00  | \$ -    |
| 8        | 5249                                                     | Relocate Mail Boxes                       | LS   | \$ 1.00        | 3750.00     | \$ 3,750.00               | 0.50        | \$ 1,875.00 | 0.50        | \$ 1,875.00             | 1.00        | \$ 3,750.00       | 0.00  | \$ -    |
| Drainage |                                                          |                                           |      |                |             |                           |             |             |             |                         |             |                   |       |         |
| 9        | 530                                                      | Driveway (ASPH-CONC-PAV)(PB-1)            | SY   | \$ 15.00       | 0.00        | \$ -                      | 0.00        | \$ -        | 0.00        | \$ -                    | 0.00        | \$ -              | 0.00  | \$ -    |
| 10       | 530                                                      | Driveway (Concrete 300 PSI)               | SY   | \$ 35.00       | 0.00        | \$ -                      | 0.00        | \$ -        | 0.00        | \$ -                    | 0.00        | \$ -              | 0.00  | \$ -    |
| 11       | 556                                                      | 15" RCP Culvert Pipe                      | LF   | \$ 15.00       | 0.00        | \$ -                      | 0.00        | \$ -        | 0.00        | \$ -                    | 0.00        | \$ -              | 0.00  | \$ -    |
| 12       | 556                                                      | 18" RCP Culvert Pipe                      | LF   | \$ 20.00       | 0.00        | \$ -                      | 0.00        | \$ -        | 0.00        | \$ -                    | 0.00        | \$ -              | 0.00  | \$ -    |
| 13       | 556                                                      | 30" RCP Culvert Pipe                      | LF   | \$ 30.00       | 0.00        | \$ -                      | 0.00        | \$ -        | 0.00        | \$ -                    | 0.00        | \$ -              | 0.00  | \$ -    |
| 14       | 556                                                      | Type "CC" Inlet                           | EA   | \$ 1,900.00    | 0.00        | \$ -                      | 0.00        | \$ -        | 0.00        | \$ -                    | 0.00        | \$ -              | 0.00  | \$ -    |
| 15       | 556                                                      | Safety End Treatments                     | EA   | \$ 700.00      | 0.00        | \$ -                      | 0.00        | \$ -        | 0.00        | \$ -                    | 0.00        | \$ -              | 0.00  | \$ -    |
| 16       |                                                          |                                           |      |                |             |                           |             |             |             |                         |             |                   |       |         |
| 17       | 8-1311-431-00-123-250-D-734-\$ 937.50 <-4688>=\$ 890.62  |                                           |      |                |             |                           |             |             |             |                         |             |                   |       |         |
| 18       |                                                          |                                           |      |                |             |                           |             |             |             |                         |             |                   |       |         |
| 19       | 8-1311-431-00-123-251-D-734-\$ 937.50 <-46 88>=\$ 890.62 |                                           |      |                |             |                           |             |             |             |                         |             |                   |       |         |
| 20       |                                                          |                                           |      |                |             |                           |             |             |             |                         |             |                   |       |         |
| 21       |                                                          |                                           |      |                |             |                           |             |             |             |                         |             |                   |       |         |
| 22       |                                                          |                                           |      |                |             |                           |             |             |             |                         |             |                   |       |         |
| 23       |                                                          |                                           |      |                |             |                           |             |             |             |                         |             |                   |       |         |
| 24       |                                                          |                                           |      |                |             |                           |             |             |             |                         |             |                   |       |         |
| 25       |                                                          |                                           |      |                |             |                           |             |             |             |                         |             |                   |       |         |
|          |                                                          |                                           |      |                | \$ 3,760.00 |                           | \$ 1,875.00 |             | \$ 1,875.00 |                         | \$ 3,750.00 |                   | \$    |         |

8-1311-431-00-123-250-0-734-937.50(-46.88)=890.62

8-1311-431-00-123-251-0-734-937.50(-46.88)=890.62

Prepared and Checked By:

Signature:   
 Printed Name: Javier Hinojosa, P.E.

Date: 12/30/08

# 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

December 22, 2008

Mr. Javier Hinojosa, P.E.  
Javier Hinojosa Engineering  
4126 E. Dove Ave.  
McAllen, TX 78504

RE: Hidalgo County Colonia Access Program  
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2  
Contract No.: C-CAP-08-021-7-01

## RFP #5 LIST OF SUPPLIERS

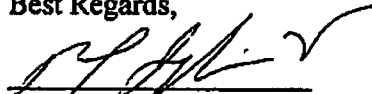
Valley Caliche Products, Inc.

P.O. Box 1086, Mission, TX 78572

956-581-2751

If you have any questions, please call me at (956) 607-0741

Best Regards,

  
Raul Iglesias, Manager

P.O. Box 1086,

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 improvements to real property located in El Sol Subd. Unit # 1 and Unit # 2  
County, Texas, and owned by Hidalgo County  
Which improvements are described as followed:

Road and Drainage Construction at El Sol Subdivision Unit # 1 and Unit # 2

In consideration of Pay Estimate No. 5 in the amount of Fifty-Five Thousand  
One Hundred Sixty-Six Dollars and Fifty Cents (\$ 55,166.50 ) 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

[Signature]  
CONTRACTOR

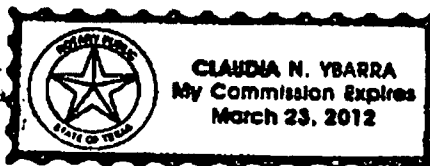
Notary Public  
in and for the State of Texas

By: Raul Iglesias, Manager  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 22nd day of December, 20 08 to  
certify which witness my hand and seal of office.

[Signature]  
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 3-23-2012





WAIVER OF LIEN

December 22, 2008

County of Hidalgo  
State of Texas  
El Sol Subdivision Unit # 1 and Unit # 2

Re: Road and Drainage Construction of El Sol Subdivision Unit # 1 & Unit # 2

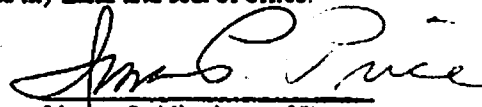
In consideration of payment received of \$ 37,994.46 (Invoice No. 92257, 92235, 92278, 92300, 93226, 93287, 93264) with Ch # 9251 Valley Caliche Products, Inc. waives and releases any lien for all materials furnished to Asago Construction and the Hidalgo County for the use on the project commonly known as El Sol Subdivision Unit # 1 and 2 located in Hidalgo County, Texas up to and including 12-22-2008. Rio Valley Pipe, Ltd. further states that this release shall not become effective until all checks given us as part of the consideration shall have been honored and paid in full.

WAIVER OF

  
Valley Caliche Products, Inc

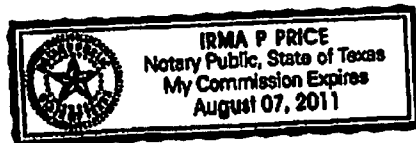
STATE OF TEXAS  
COUNTY OF HIDALGO

Subscribed and sworn to before me, the undersigned authority, on this the 22ND day of DEC., 2008 to certify which, witness my hand and seal of office.

  
Notary Public, State of Texas  
Notary's Name Printed:

My commission expires: 8-7-11

IRMA P. PRICE



## Contract Time Statement

**ESTIMATE NO.** 5 & Final **CONTRACTOR** Asago LLC, dba Asago Construction

**PROJECT NO.** C-CAP-08-021-7-01      **COUNTY** Hidalgo      **DATE WORK BEGAN** 8/21 /2008

**TIME COMPUTED FROM** December 1, 2008 to December 22, 2008 **DATE WORK COMPLETED** 12/22 /2008

[illegible]

|                                                      |  |     |   |          |
|------------------------------------------------------|--|-----|---|----------|
| TOTALS                                               |  | 22  | 4 |          |
| NO. OF CONTRACT WORKING DAYS                         |  | 150 |   |          |
| NO. WORKING DAYS CHARGED TO DATE                     |  |     |   | 92       |
| ASSESSED LIQUIDATED DAMAGES: NO.                     |  | 0   |   |          |
| PER DAYS                                             |  |     |   | TOTALS   |
| CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE |  |     |   |          |
|                                                      |  |     |   | ENGINEER |

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT, THE CREDITED REASONS THEREFOR 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 DATE. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT.

**Prevailing Wage Rates  
Certification Statement**

*Needs your  
Approval  
+ Signature  
mJ.*

**Date:** January 06, 2008

**Project Name:** El Sol I and El Sol II Subdivision

**CSJ#** 2C1080250 &  
2C1080251

**Contractor:** Asago dba Asago Construction

**Application#** 5

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

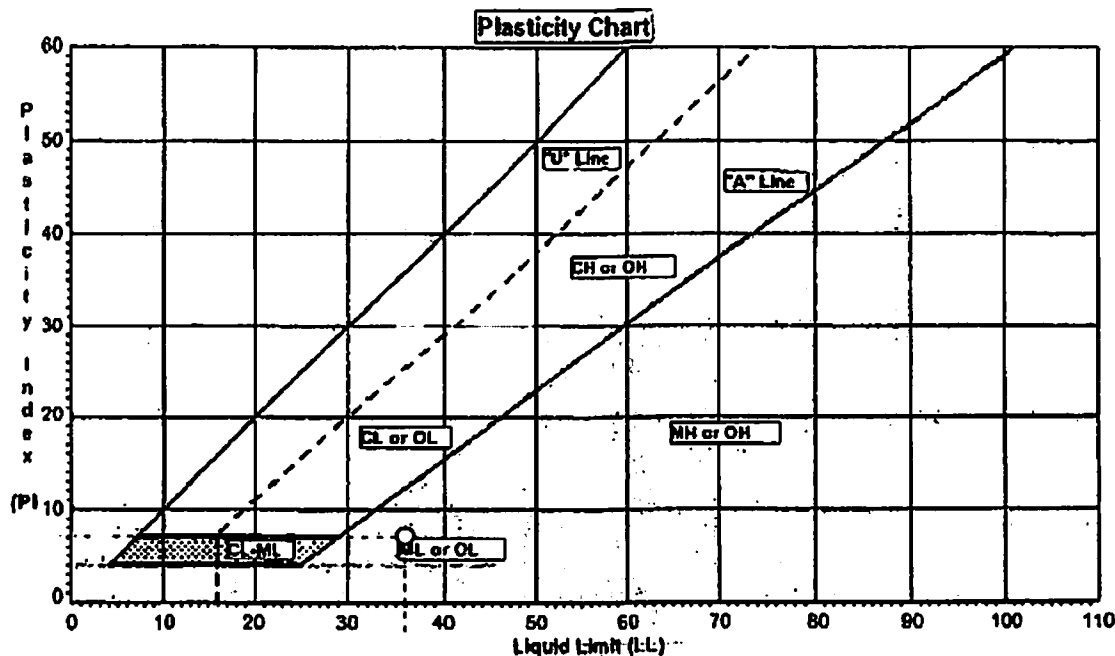
# PROCTOR TEST REPORT

**Project Description:** El Sol Subdivision Phase I  
**Client:** Hidalgo County Pct. 3  
**Engineer:** Javier Hinojosa Engineering  
**Contractor:** Asago Construction

L&G Project Number: L37808  
L&G Report Number: RU01  
Sample Date 09/22/2008  
Date Reported 09/29/2008

**Field Number: Lime Subg #1**

Page 2 of 2



Orig: Hidalgo County Pct. 3 (Mission, TX)  
(1-cc copy)  
1-cc Javier Hinojosa Engineering  
1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

**Respectfully Submitted,**  
**L&G Engineering Laboratory**

October 21, 1917

**Orlando A. De Leon, Laboratory Manager**



**L&G Engineering Laboratory**  
Construction Material Testing  
Geotechnical Engineering

2100 W Expressway 83  
900 S Stewart Rd Ste 6

Mercedes TX 78570 (856) 565 0760  
Mission TX 78572 (856) 583 7117

**PROCTOR  
TEST REPORT**

Project Description: El Sol Subdivision Phase I  
Client: Hidalgo County Pct. 3  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L&G Project Number: L37808  
L&G Report Number: R002  
Sample Date: 09/23/2008  
Date Reported: 09/29/2008

Field Number: S. Base #1

Compaction Method: ASTM D-1557  
Material Description: Salvage Base

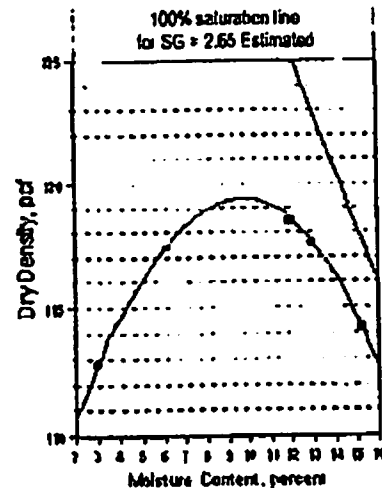
Page 1 of 2

Specific Gravity: 2.65

Liquid Limit: 36  
Plastic Limit: 26  
Plasticity Index: 10  
% Passing No. 200: 0.0

| Specimen No.:      | 1     | 2     | 3     | 4     | 5     |
|--------------------|-------|-------|-------|-------|-------|
| Moisture, %:       | 2.9   | 6.2   | 12.1  | 13.1  | 15.2  |
| Dry Density (pcf): | 112.6 | 117.4 | 118.5 | 117.6 | 114.3 |

Maximum Dry Density in P.C.F.: 118.5  
Optimum Moisture (%): 10.0



Remarks: Minus 200 Not Performed  
Test Method: ASTM D-1557 Method A, Tex Method 114E

Orig: Hidalgo County Pct 3 (Mission, TX)  
(1-cc copy)  
1-cc Javier Hinojosa Engineering  
1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Orlando A. De Leon, Laboratory Manager



**L&G Engineering Laboratory**  
Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 63  
900 S. Stewart Rd. Ste. C

Mercedes, TX 78570 (956) 565-0760  
Mission, TX 78572 (956) 563-7117

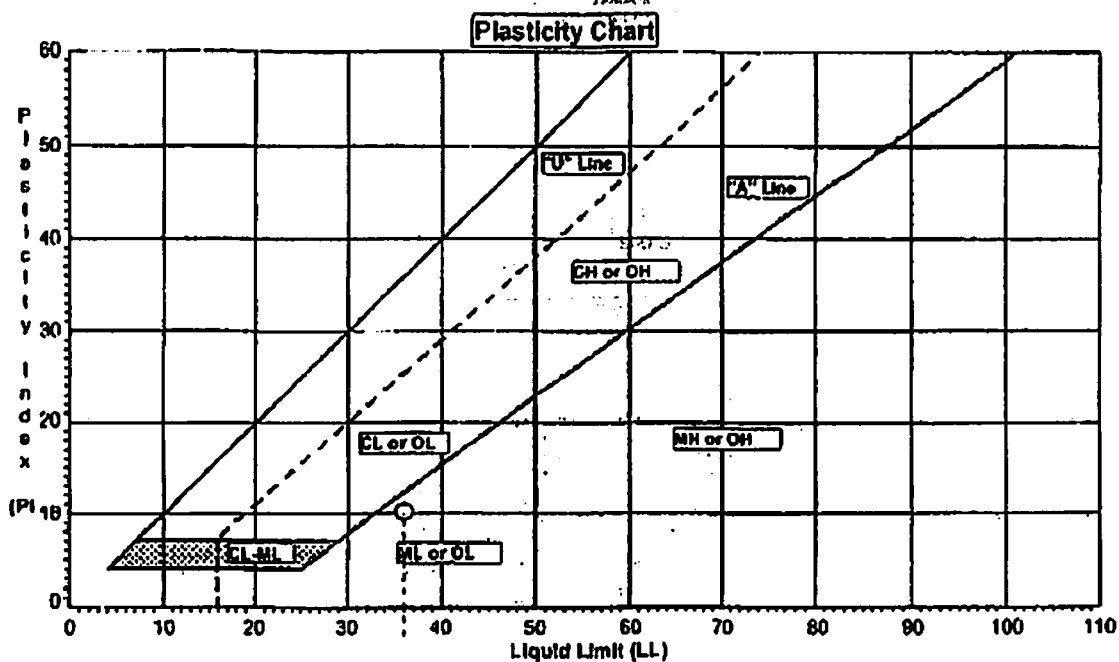
**PROCTOR  
TEST REPORT**

Project Description: El Sol Subdivision Phase I  
Client: Hidalgo County Pct. 3  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L&G Project Number: L37808  
L&G Report Number: R002  
Sample Date: 09/23/2008  
Date Reported: 09/29/2008

Field Number: S. Base #1

Page 2 of 2



Orig: Hidalgo County Pct. 3 (Mission, TX)  
(1-cc copy)  
1-cc Javier Hinojosa Engineering  
1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Orlando A. De Leon, Laboratory Manager

**PROCTOR  
TEST REPORT**

Project Description: El Sol Subdivision Phase I  
Client: Hidalgo County Pct 3  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L&G Project Number: 137808  
L&G Report Number: R003  
Sample Date: 09/29/2008  
Date Reported: 10/02/2008

Field Number: S. Base #2

Page 1 of 1

Compaction Method: ASTM D 1557

Specific Gravity: 2.65

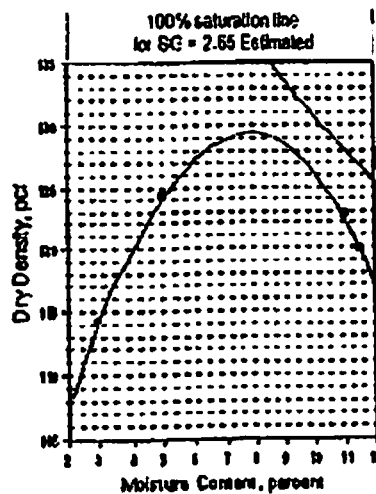
Material Description: Salvage Base

% Passing No. 200: 0.0

| Specimen No.:      | 1     | 2     | 3     | 4     |
|--------------------|-------|-------|-------|-------|
| Moisture, %:       | 3.0   | 5.1   | 11.0  | 11.4  |
| Dry Density (pcf): | 114.3 | 124.4 | 122.8 | 120.4 |

Maximum Dry Density in P.C.F.: 128.5

Optimum Moisture (%): 8.0



Remarks: Minus 200 Not Performed / Bar Linear Shrinkage Value = 4 %  
Test Method: ASTM D-1557 Method-A, Tex Method 114E

Orig: Hidalgo County Pct. 3 (Mission, TX)  
(1-cc copy)  
1-cc Javier Hinojosa Engineering  
1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Orlando A. De Leon, Laboratory Manager



**L&G Engineering Laboratory**  
Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway R3 Mercedes, TX 78570 (956) 565-0760  
900 S. Stewart Rd. Ste 6 Mission, TX 78572 (956) 583-7117

**FIELD DENSITIES  
TEST REPORT**

Project Description: El Sol Subdivision Phase I  
Client: Hidalgo County Pct. 3  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L & G Project Number: L37808  
L & G Report Number: R004  
Sample Date 09/29/2008  
Date Reported: 09/29/2008

Page 1 of 1

|                      |               |                    |                     |
|----------------------|---------------|--------------------|---------------------|
| Material Description | Limed Caliche |                    |                     |
| Required % Proctor   | 95            | Moisture Tolerance | 2 + 3               |
|                      | Proctor No    | Optimum % Moisture | Opt. Density, LB/CF |
|                      | S.BASE # 1    | 10.0               | 119.5               |

| Test No. | Test Location                                 | Proctor No | Moisture Content | Dry Density | Percent Compaction | Inches |
|----------|-----------------------------------------------|------------|------------------|-------------|--------------------|--------|
| 1        | Alaska Street Sta 10 + 00 2' E. of Centerline | S.BASE # 1 | 8.3%             | 125.4 pcf   | 104.9% (Pass)      | 6"     |
| 2        | Alaska Street Sta 13 + 50 3' W. of Centerline | S.BASE # 1 | 8.7%             | 127.2 pcf   | 106.4% (Pass)      | 6"     |
| 3        | Alaska Street Sta 15 + 00 5' E. of Centerline | S.BASE # 1 | 12.6%            | 121.7 pcf   | 101.8% (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 (Mission, TX)  
(1-cc copy)  
1-cc Javier Hinojosa Engineering  
1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Orlando A. De Leon, Laboratory Manager



**L & G Engineering Laboratory**  
Construction Material Testing  
Geotechnical Engineering

2100 W Expressway 63  
900 S Stewart Rd Ste 6

Mercedes 1X 78570 (956) 665-0760  
Mission, TX 78572 (956) 583-7117

**FIELD DENSITIES  
TEST REPORT**

Project Description: El Sol Subdivision Phase I  
Client:  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L & G Project Number: L37808  
L & G Report Number: R005  
Sample Date: 10/06/2008  
Date Reported: 11/13/2008

Page 1 of 1

|                      |              |                    |                     |
|----------------------|--------------|--------------------|---------------------|
| Material Description | Salvage Base |                    |                     |
| Required % Proctor   | 95           | Moisture Tolerance | -2 + 3              |
|                      | Proctor No   | Optimum % Moisture | Opt. Density, LB/CF |
|                      | S.BASE # 1   | 10.0               | 119.5               |

| Test No. | Test Location                                   | Proctor No | Moisture Content | Dry Density | Percent Compaction | Inches |
|----------|-------------------------------------------------|------------|------------------|-------------|--------------------|--------|
| 1        | New Mexico St. Sta. 10 + 50 4' N. of Centerline | S.BASE # 1 | 11.2%            | 120.5 pcf   | 100.8% (Pass)      | 6"     |
| 2        | New Mexico St. Sta. 13 + 50 3' S. of Centerline | S.BASE # 1 | 12.2%            | 118.3 pcf   | 99.0% (Pass)       | 6"     |
| 3        | New Mexico St. Sta. 16 + 50 6' N. of Centerline | S.BASE # 1 | 12.1%            | 116.3 pcf   | 97.3% (Pass)       | 6"     |
| 4        | New Mexico St. Sta. 19 + 50 on Centerline       | S.BASE # 1 | 11.2%            | 117.1 pcf   | 98.0% (Pass)       | 6"     |

Remarks: Test results are in general compliance with the project specifications except as noted.  
Test Methods: ASTM D2922, D3017

Charge: Hidalgo County Pct 3  
(1-cc copy)  
(1-cc copy)  
1-cc Javier Hinojosa Engineering  
1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

Respectfully Submitted,  
L & G Engineering Laboratory

Orlando A. De Leon, Laboratory Manager

**L&G Engineering Laboratory**  
Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760  
500 S. Stewart Rd Ste 6 Mission, TX 78572 (956) 583 7117

**FIELD DENSITIES  
TEST REPORT**

Project Description: El Sol Subdivision Phase I  
Client:  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L&G Project Number: L37808  
L&G Report Number: RU06  
Sample Date 10/09/2008  
Date Reported: 11/13/2008

Page 1 of 1

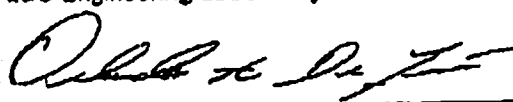
| Material Description | Subgrade   |                    |                     |
|----------------------|------------|--------------------|---------------------|
| Required % Proctor   | 95         | Moisture Tolerance | -2 + 3              |
|                      | Proctor No | Optimum % Moisture | Opt. Density, LB/CF |
|                      | S. BASE #2 | 8.0                | 129.5               |

| Test No. | Test Location                               | Proctor No | Moisture Content | Dry Density | Percent Compaction | Inches |
|----------|---------------------------------------------|------------|------------------|-------------|--------------------|--------|
| 1        | Alaska St. Sta. 18 + 00 5' W. of Centerline | S. BASE #2 | 7.6%             | 127.5 pcf   | 98.5% (Pass)       | 6"     |
| 2        | Ohio St. Sta. 15 + 00 2' S. of Centerline   | S. BASE #2 | 8.2%             | 128.0 pcf   | 98.8% (Pass)       | 6"     |
| 3        | Ohio St. Sta. 17 + 00 6' N. of Centerline   | S. BASE #2 | 8.2%             | 128.9 pcf   | 99.5% (Pass)       | 6"     |
| 4        | Ohio St. Sta. 13 + 00 5' S. of Centerline   | S. BASE #2 | 8.0%             | 125.8 pcf   | 97.1% (Pass)       | 6"     |
| 5        | Ohio St. Sta. 11 + 00 6' N. of Centerline   | S. BASE #2 | 9.2%             | 123.5 pcf   | 95.4% (Pass)       | 6"     |

Remarks: Test results are in general compliance with the project specifications except as noted.  
Test Methods: ASTM D2922, D3017

Charge: Hidalgo County Pct. 3  
1-cc copy)  
1-cc copy)  
-cc Javier Hinojosa Engineering  
-cc Asago Construction Attn: Joe Borjas  
-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory



Orlando A. De Leon, Laboratory Manager

**L&G Engineering Laboratory**  
Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 63 Mercedes TX 78570 (956) 565-0780  
800 S Stewart Rd Ste 6 Mission TX 78572 (956) 583-7117

**SIEVE ANALYSIS  
TEST REPORT**

Project Description: El Sol Subdivision Phase I  
Client:  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L&G Project Number: 137808  
L&G Report Number: R008  
Sample Date: 10/14/2008  
Date Reported: 11/13/2008

Field Number: B.Material #2  
Description: Base Material

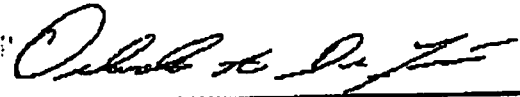
Page 1 of 1

| <u>Sieve</u> | <u>% Retained</u> | <u>Low</u> | <u>High</u> |
|--------------|-------------------|------------|-------------|
| 2 in         | 0                 | 0          | 0           |
| 1/2 in       | 33                | 20         | 60          |
| No. 4        | 54                | 40         | 75          |
| No. 40       | 90                | 70         | 90          |

Remarks: Texas Wet Ball Value 46%  
Test Method (As Applicable): Tex Method 401-A, Tex 116-E

Charge: Hidalgo County Pct. 3  
(1-cc copy)  
(1-cc copy)  
1-cc Javier Hinojosa Engineering  
1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

  
Orlando A. De Leon, Laboratory Manager

**L&G Engineering Laboratory**

Construction Material Testing  
Geotechnical Engineering

2100 W Expressway 83  
900 S Stewart Rd Ste 6

Mercedes TX 78570 (956) 585-0760  
Mission, TX 78572 (956) 583-7117

**ATTERBERG LIMITS  
TEST REPORT**

Project Description: El Sol Subdivision Phase I

Client:

Engineer: Javier Hinojosa Engineering

Contractor: Asago Construction

L & G Project Number: 137808

L & G Report Number: R009

Sample Date: 10/14/2008

Date Reported: 11/13/2008

Field Number: B.Material #2

Page 1 of 2

Description: Base Material

Liquid Limit: 21

Plastic Limit: 19

Plasticity Index: 2

Test Method (As Applicable): ASTM D4318

Charge: Hidalgo County Pct. 3

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(1-cc copy)

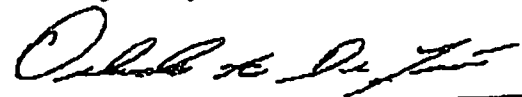
1-cc Javier Hinojosa Engineering

1-cc Asago Construction Attn: Joe Borjes

1-cc Laboratory

Respectfully Submitted,

L&G Engineering Laboratory



Orlando A. De Leon, Laboratory Manager

**L&G Engineering Laboratory**  
Construction Material Testing  
Geotechnical Engineering

2100 W Expressway 83 Mercedes 1x 78570 (956) 565-0760  
900 S Stewart Rd Ste 6 Mission, 1x 78572 (956) 583-7117

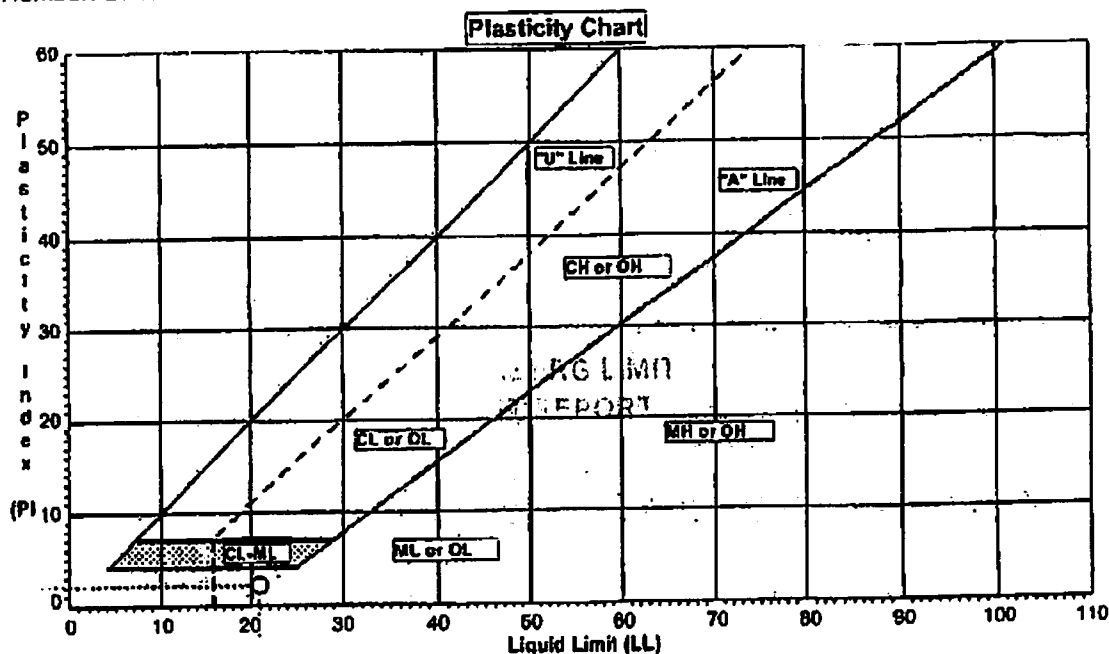
**ATTERBERG LIMITS  
TEST REPORT**

Project Description: El Sol Subdivision Phase I  
Client:  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L&G Project Number: 137808  
L&G Report Number: R009  
Sample Date: 10/14/2008  
Date Reported: 11/13/2008

Field Number: B.Material #2

Page 2 of 2



Charge: Hidalgo County Pct. 3  
(1-cc copy)  
(1-cc copy)  
1-cc Javier Hinojosa Engineering  
1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

*Orlando A. De Leon*  
Orlando A. De Leon, Laboratory Manager

**L & G Engineering Laboratory**  
Construction Material Testing  
Geotechnical Engineering

2100 W Expressway 82  
800 S Stewart Rd Ste 1

Mercedes, TX 78570 (956) 566-0760  
Mission, TX 78572 (956) 583-7117

**PROCTOR  
TEST REPORT**

Project Description: El Sol Subdivision Phase I  
Client:  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L & G Project Number: L37808  
L & G Report Number: R010  
Sample Date: 10/17/2008  
Date Reported: 11/13/2008

Field Number: Lime B.M. #1

Compaction Method: ASTM D-1557  
Material Description: Lime Base Material

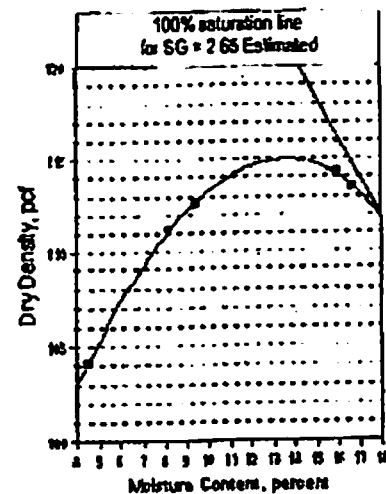
Page 1 of 2

Specific Gravity: 2.65

Liquid Limit: 46  
Plastic Limit: 34  
Plasticity Index: 11  
% Passing No. 200: 0.0  
Group Symbol: ML

|                    |       |       |       |       |       |
|--------------------|-------|-------|-------|-------|-------|
| Specimen No.:      | 1     | 2     | 3     | 4     | 5     |
| Moisture, %:       | 4.6   | 8.3   | 9.4   | 15.9  | 16.8  |
| Dry Density (pcf): | 104.4 | 111.1 | 112.5 | 114.3 | 113.3 |

Maximum Dry Density in P.C.F.: 115.0  
Optimum Moisture (%): 14.0



Test Method: ASTM D-1557 Method-A

Charge: Hidalgo County Pct. 3  
(1-cc copy)  
(1-cc copy)  
1-cc Javier Hinojosa Engineering  
1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Orlando A. De Leon, Laboratory Manager

**L&G Engineering Laboratory**  
Construction Material Testing  
Geotechnical Engineering

2100 W Expressway 83 Mercedes TX 78570 (956) 565-0760  
9001 S Stewart Rd Ste 6 Mission TX 78572 (956) 563-7117

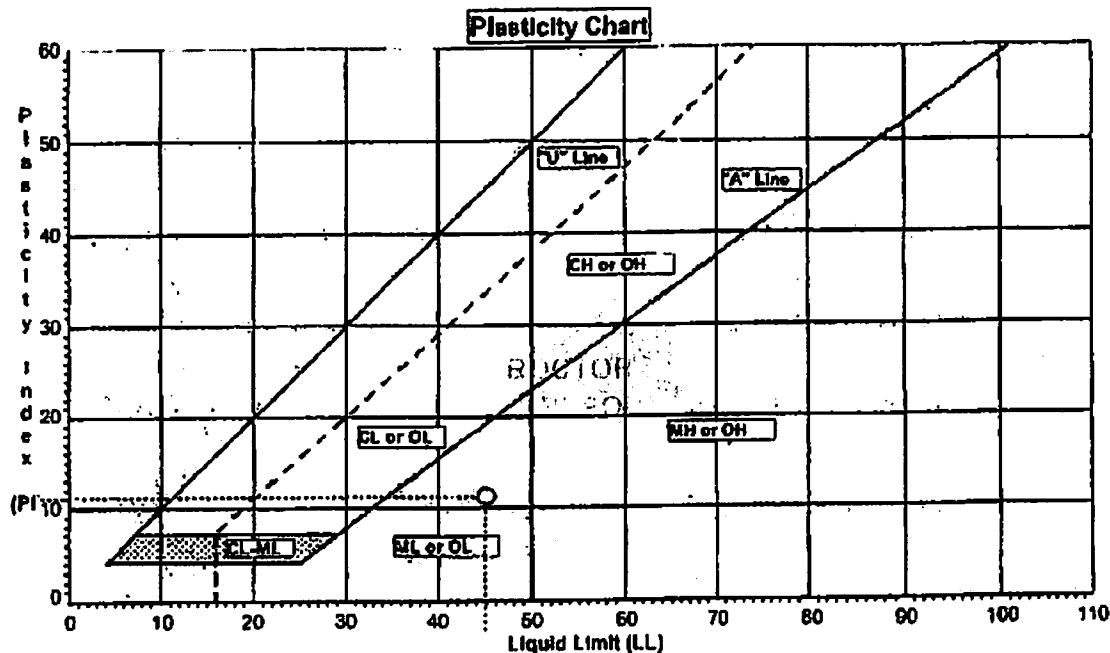
**PROCTOR  
TEST REPORT**

Project Description: El Sol Subdivision Phase I  
Client:  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L&G Project Number: L37808  
L&G Report Number: R010  
Sample Date: 10/17/2008  
Date Reported: 11/13/2008

Field Number: Lime B.M. #1

Page 2 of 2



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1-cc Javier Hinojosa Engineering  
1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

PROCTOR  
TEST REPORT

*[Signature]*

Orlando A. De Leon, Laboratory Manager

**L&G Engineering Laboratory**  
Construction Material Testing  
Geotechnical Engineering

7100 W. Expressway 85 Mercedes, TX 78570 (956) 565-0760  
9105 Stewart Rd Ste 6 Mission, TX 78572 (956) 583-7117

**FIELD DENSITIES  
TEST REPORT**

Project Description: El Sol Subdivision Phase I  
Client:  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L&G Project Number: 137808  
L&G Report Number: R011  
Sample Date: 10/21/2008  
Date Reported: 11/13/2008

Page 1 of 1

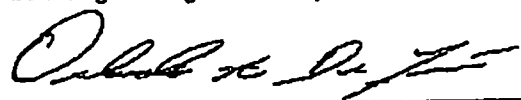
|                      |                 |                    |                     |
|----------------------|-----------------|--------------------|---------------------|
| Material Description | Salvage Base #2 |                    |                     |
| Required % Proctor   | 95              | Moisture Tolerance | -2 + 3              |
|                      | Proctor No      | Optimum % Moisture | Opt. Density, LB/CF |
|                      | S. BASE #2      | 8.0                | 128.5               |

| Test No. | Test Location                                           | Proctor No | Moisture Content | Dry Density | Percent Compaction | Inches |
|----------|---------------------------------------------------------|------------|------------------|-------------|--------------------|--------|
| 1        | Idaho 90' E. of Alaska Intersection on Centerline       | S. BASE #2 | 8.6%             | 127.6 pcf   | 98.6% (Pass)       | 6"     |
| 2        | Idaho 230' E of Alaska Intersection 6' S of Centerline  | S. BASE #2 | 6.4%             | 128.6 pcf   | 99.3% (Pass)       | 6"     |
| 3        | Idaho 80' W. of Alaska Intersection 5' N. of Centerline | S. BASE #2 | 7.3%             | 128.7 pcf   | 99.4% (Pass)       | 6"     |
| 4        | Idaho 250' W. of Alaska Intersection On Centerline      | S. BASE #2 | 7.8%             | 125.6 pcf   | 97.0% (Pass)       | 6"     |

Remarks: Test results are in general compliance with the project specifications except as noted.  
Test Methods: ASTM D2922, D3017

Charge: Hidalgo County Pct. 3  
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(1-cc copy)  
1-cc Javier Hinojosa Engineering  
1-cc Asago Construction Attn: Jose Borjas  
1-cc Laboratory

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Orlando A. De Leon, Laboratory Manager



**L&G Engineering Laboratory**  
Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 23 Mercedes, TX 78570 (956) 565 0760  
900 S. Stewart Rd Ste 6 Mission TX 78572 (956) 563 7117

**FIELD DENSITIES  
TEST REPORT**

Project Description: El Sol Subdivision Phase I  
Client:  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L&G Project Number: L37808  
L&G Report Number: R012  
Sample Date: 10/22/2008  
Date Reported: 11/13/2008

Page 1 of 1

| Material Description | Lime Base    |                    |                     |
|----------------------|--------------|--------------------|---------------------|
| Required % Proctor   | 98           | Moisture Tolerance | -2 + 3              |
|                      | Proctor No   | Optimum % Moisture | Opt. Density, LB/CF |
|                      | LIME B.M. #1 | 14.0               | 115.0               |

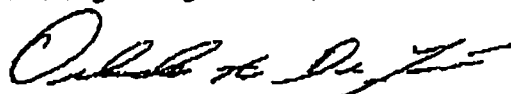
| Test No. | Test Location                                                   | Proctor No   | Moisture Content | Dry Density | Percent Compaction | Inches |
|----------|-----------------------------------------------------------------|--------------|------------------|-------------|--------------------|--------|
| 1        | Alaska St 50' N of Ohio Intersection 5' W of Centerline         | LIME B.M. #1 | 15.1%            | 119.8 pcf   | 104.0% (Pass)      | 6"     |
| 2        | Alaska St. 150' S of Ohio Intersection 5' E. of Centerline      | LIME B.M. #1 | 16.5%            | 117.0 pcf   | 101.7% (Pass)      | 6"     |
| 3        | Alaska St. 75' N. of Idaho Intersection on Centerline           | LIME B.M. #1 | 15.5%            | 115.4 pcf   | 100.3% (Pass)      | 6"     |
| 4        | Alaska St 45' S of Idaho Intersection 10' E of Centerline       | LIME B.M. #1 | 14.3%            | 113.3 pcf   | 98.5% (Pass)       | 6"     |
| 5        | Alaska St 200' S. of Idaho Intersection on Centerline           | LIME B.M. #1 | 13.1%            | 116.8 pcf   | 101.6% (Pass)      | 6"     |
| 6        | Alaska St. 6' N. of New Mexico Intersection 5' W. of Centerline | LIME B.M. #1 | 12.6%            | 112.7 pcf   | 98.0% (Pass)       | 6"     |

Remarks: Test results are in general compliance with the project specifications except as noted.  
Test Methods: ASTM D2922, D3017

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 ADDRESSEE CLIENT AND ARE NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION.

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1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory



Orlando A. De Leon, Laboratory Manager

**L&G Engineering Laboratory**  
Construction Material Testing  
Geotechnical Engineering

2100 W Expressway 83  
900 S Stewart Rd Ste 6

Mercedes, TX 78570 (956) 565-0160  
Mission, TX 78572 (956) 583 7117

**FIELD DENSITIES  
TEST REPORT**

Project Description: El Sol Subdivision Phase I  
Client:  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L&G Project Number: 137808  
L&G Report Number: RD13  
Sample Date: 10/22/2008  
Date Reported: 11/13/2008

Page 1 of 1

| Material Description | Lime Base    |                    |                     |
|----------------------|--------------|--------------------|---------------------|
| Required % Proctor   | 98           | Moisture Tolerance | -2 + 3              |
|                      | Proctor No   | Optimum % Moisture | Opt. Density, LB/CF |
|                      | LIME B.M. #1 | 14.0               | 115.0               |

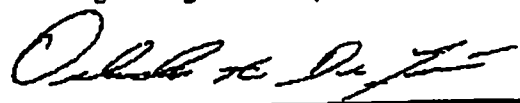
| Test No. | Test Location                                               | Proctor No   | Moisture Content | Dry Density | Percent Compaction | Inches |
|----------|-------------------------------------------------------------|--------------|------------------|-------------|--------------------|--------|
| 1        | Ohio St. 80' E. of Alaska Intersection 4' N. of Centerline  | LIME B.M. #1 | 16.9%            | 113.2 pcf   | 98.4% (Pass)       | 6"     |
| 2        | Ohio St 220' E of Alaska Intersection 10' N. of Centerline  | LIME B.M. #1 | 15.4%            | 114.7 pcf   | 99.7% (Pass)       | 6"     |
| 3        | Ohio St 70' W. of Alaska Intersection 8' S of Centerline    | LIME B.M. #1 | 15.6%            | 115.3 pcf   | 100.3% (Pass)      | 6"     |
| 4        | Ohio St. 210' W. of Alaska Intersection 4' N. of Centerline | LIME B.M. #1 | 16.1%            | 113.8 pcf   | 99.0% (Pass)       | 6"     |

Remarks: Test results are in general compliance with the project specifications except as noted.  
Test Methods: ASTM D2922, D3017

Charge: Hidalgo County Pct 3  
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1-cc Javier Hinojosa Engineering  
1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

TEST NO. 1  
LIME B.M. #1

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Orlando A. De Leon, Laboratory Manager

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Geotechnical Engineering

2100 W Expressway 68 Mercedes, TX 78570 (956) 565-0760  
800 S Stewart Rd Ste 6 Mission, TX 76672 (956) 583-7117

**REPORT OF SITE VISIT  
TEST REPORT**

Project Description: El Sol Subdivision Phase I

Client:

Engineer: Javier Hinojosa Engineering

Contractor: Asago Construction

L&G Project Number: L37808

L&G Report Number: R014

Sample Date: 10/24/2008

Date Reported: 11/13/2008

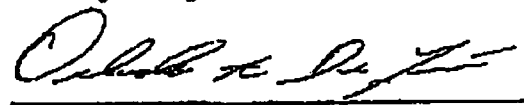
Page 1 of 1

On October 24, 2008 a representative of L&G Engineering Laboratory was dispatched to El Sol Subdivision Ph I to perform inspection testing on Field Densities on Lime treated base material. The material was not ready and the representative of Asago Construction advised that he would re schedule the test for a later time.

Test Methods (If Applicable): ASTM C-231, ASTM C-143, STM C-1064, ASTM C-31, ASTM C-172

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Orlando A De Leon, Laboratory Manager

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Construction Material Testing  
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900 S. Stewart Rd. Ste 6 Mission, TX 78572 (956) 583-7117

**FIELD DENSITIES  
TEST REPORT**

Project Description: El Sol Subdivision Phase I  
Client:  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L&G Project Number: L37808  
L&G Report Number: R015  
Sample Date: 10/27/2008  
Date Reported: 10/27/2008

Page 1 of 1

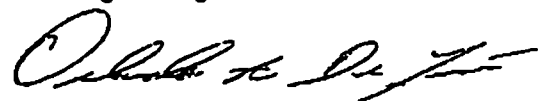
Material Description Caliche  
Required % Proctor 98 Moisture Tolerance -2 + 3  
Proctor No Optimum % Moisture Opt. Density, LB/CF  
LIME B.M. #1 14.0 115.0

| Test No. | Test Location                                                     | Proctor No   | Moisture Content | Dry Density | Percent Compaction | Inches |
|----------|-------------------------------------------------------------------|--------------|------------------|-------------|--------------------|--------|
| 1        | New Mexico St. 250' W. of Alaska Intersection 2' N. of Centerline | LIME B.M. #1 | 18.8%            | 107.9 pcf   | 93.8% (Fail)       | 6"     |

Remarks: Test failed to meet density requirements.  
Test Methods: ASTM D2922, D3017

(1-cc copy)  
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1-cc Javier Hinojosa Engineering  
1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

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L&G Engineering Laboratory



Orlando A. De Leon, Laboratory Manager

**L&G Engineering Laboratory**Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83

900 S. Stewart Rd. Ste 6

Mercedes, TX 78570

Mission, TX 78572

(956) 565-0760

(956) 583-7117

**FIELD DENSITIES  
TEST REPORT**

Project Description: El Sol Subdivision Phase I  
Client:  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L&G Project Number: L37808  
L&G Report Number: R016  
Sample Date: 10/27/2008  
Date Reported: 10/27/2008

Page 1 of 1

Material Description Limed Caliche  
Required % Proctor 98 Moisture Tolerance -2 + 3  
Proctor No Optimum % Moisture Opt. Density, LB/CF  
LIME B.M. #1 14.0 115.0

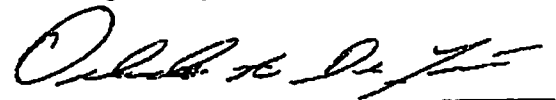
| Test No. | Test Location                                                 | Proctor No   | Moisture Content | Dry Density | Percent Compaction | Inches |
|----------|---------------------------------------------------------------|--------------|------------------|-------------|--------------------|--------|
| 1        | New Mexico St. 325' W. of Alaska on Centerline                | LIME B.M. #1 | 15.7%            | 113.5 pcf   | 98.7% (Pass)       | 6"     |
| 2        | New Mexico St. 100' W. of Alaska 6' S. of Centerline          | LIME B.M. #1 | 13.8%            | 115.0 pcf   | 100.0% (Pass)      | 6"     |
| 3        | New Mexico St. 100' E. of Alaska 6' S. of Centerline          | LIME B.M. #1 | 13.2%            | 112.7 pcf   | 98.0% (Pass)       | 6"     |
| 4        | New Mexico St. 300' E. of Alaska 6' N. of Centerline (Retest) | LIME B.M. #1 | 14.6%            | 114.9 pcf   | 99.9% (Pass)       | 6"     |

Remarks: Test results are in general compliance with the project specifications except as noted.  
Test Methods: ASTM D2922, D3017

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1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

Proctor No.  
14.0

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L&G Engineering Laboratory



Orlando A. De Leon, Laboratory Manager

2100 W Exp way 83 Mercedes, TX 78570 (850) 303-0100  
900 S. Stewart Ste. 6 Mission, TX 78572 (956) 583-7117

# REPORT OF SITE VISIT TEST REPORT

**Project Description:** El Sol Subdivision Phase I  
**Client:**  
**Engineer:** Javier Hinojosa Engineering  
**Contractor:** Asago Construction

L&G Project Number: L37808  
L&G Report Number: R017  
Sample Date: 11/06/2008  
Date Reported: 12/03/2008

Page 1 of 1

On November 6, 2008 a representative of L&G Engineering Laboratory was dispatched to El Sol Subdivision Ph. I project to perform inspection of Caliche densities. The Contractor was not ready for testing.

(1-cc copy)  
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1-cc Hidalgo County Pct. #3 (CAP)  
1-cc Javier Hinojosa Engineering  
1-cc Asego Construction Attn: Joe Borjas  
1-cc Laboratory

**Respectfully Submitted,**  
**L&G Engineering Laboratory**

Charles D. F.

**Orlando A. De Leon, Laboratory Manager**

# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W Exp. way 83 Mercedes, TX 78570 (956) 565-0760  
900 S Steward Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

## PROCTOR TEST REPORT

Project Description: El Sol Subdivision Phase I  
Client:  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L&G Project Number: L37808  
L&G Report Number: R018  
Sample Date: 11/07/2008  
Date Reported: 12/02/2008

Field Number: Lime B.M. #2

Compaction Method: TEX-113  
Material Description: Base Material

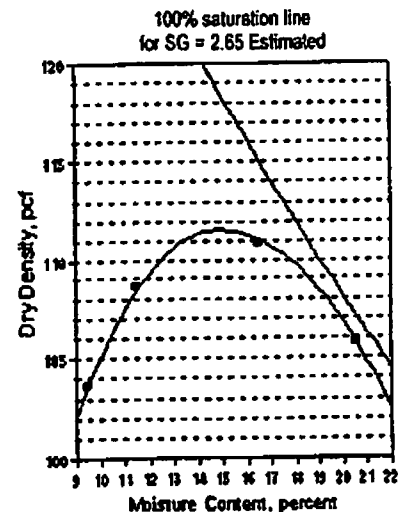
Page 1 of 1

Specific Gravity: 2.65

Liquid Limit: NP  
Plastic Limit: NP  
Plasticity Index: NP  
% Passing No. 200: 0.0

| Specimen No.:      | 1     | 2     | 3     | 4     |
|--------------------|-------|-------|-------|-------|
| Moisture, %:       | 9.8   | 11.6  | 16.5  | 20.6  |
| Dry Density (pcf): | 103.9 | 108.7 | 110.8 | 105.8 |

Maximum Dry Density in P.C.F.: 111.5  
Optimum Moisture (%): 14.8



Remarks: Bar Linear Shrinkage Value - 4 % / -200 Not Performed  
Test Method: TEX 113 Method-A

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1-cc Javier Hinojosa Engineering  
1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

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Orlando A. De Leon, Laboratory Manager

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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: El Sol Subdivision Phase I  
Client:  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L&G Project Number: L37808  
L&G Report Number: R019  
Sample Date: 11/03/2008  
Date Reported: 11/03/2008

Page 1 of 1

|                      |                      |                    |                     |
|----------------------|----------------------|--------------------|---------------------|
| Material Description | Roadway Lime Caliche |                    |                     |
| Required % Proctor   | 115                  | Moisture Tolerance | -2+3                |
|                      | Proctor No           | Optimum % Moisture | Opt. Density, LB/CF |
|                      | LIME B.M. #1         | 14.0               | 115.0               |

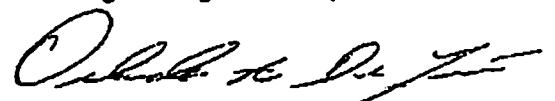
| Test No. | Test Location                                            | Proctor No   | Moisture Content | Dry Density | Percent Compaction | 6 |
|----------|----------------------------------------------------------|--------------|------------------|-------------|--------------------|---|
| 1        | Idaho St. 125' West of Alaska Rd. 5' South of Centerline | LIME B.M. #1 | 14.9%            | 105.8 pcf   | 92.0% (Fail)       |   |

Remarks: Test results are in general compliance with the project specifications except as noted.  
Test Methods: ASTM D2922, D3017

% Moisture  
14.0

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1-cc Laboratory

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Orlando A. De Leon, Laboratory Manager



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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: El Sol Subdivision Phase I  
Client:  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L&G Project Number: L37808  
L&G Report Number: R020  
Sample Date: 11/12/2008  
Date Reported: 11/12/2008

Page 1 of 1

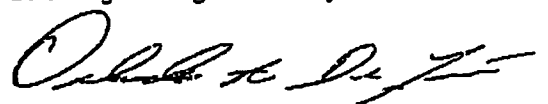
|                      |                 |                    |                     |
|----------------------|-----------------|--------------------|---------------------|
| Material Description | Roadway Caliche |                    |                     |
| Required % Proctor   | 111.5           | Moisture Tolerance | -2+3                |
|                      | Proctor No      | Optimum % Moisture | Opt. Density, LB/CF |
|                      | LIME B.M. #2    | 14.8               | 111.5               |

| Test No. | Test Location                                           | Proctor No | Moisture Content | Dry Density | Percent Compaction | 6 |
|----------|---------------------------------------------------------|------------|------------------|-------------|--------------------|---|
| 1        | Idaho St. Station 11+50 1' North of Centerline (Retest) | LC # 1     | 13.4%            | 109.6 pcf   | 98.3% (Pass)       |   |
| 2        | Idaho St. Station 15+50 Centerline                      | LC # 1     | 13.2%            | 109.5 pcf   | 98.2% (Pass)       |   |

Remarks: Test results are in general compliance with the project specifications except as noted.  
Test Methods: ASTM D2922, D3017

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1-cc Javier Hinojosa Engineering  
1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

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L&G Engineering Laboratory



Orlando A. De Leon, Laboratory Manager

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Construction Material Testing  
Geotechnical Engineering

2100 W. Exp. Hwy 83 Mercedes, TX 78570 (956) 565-0760  
900 S Stewart Rd Ste 6 Mission, TX 78572 (956) 583-7117

**PROCTOR  
TEST REPORT**

Project Description: El Sol Subdivision Phase II  
Client: Hidalgo County Pct. #3 (CAP)  
Contractor: Asago Construction

L&G Project Number: L37812  
L&G Report Number: R001  
Sample Date: 11/07/2008  
Date Reported: 12/02/2008

Field Number: Salvage Base

Compaction Method: TEX-114  
Material Description: Salvage Base

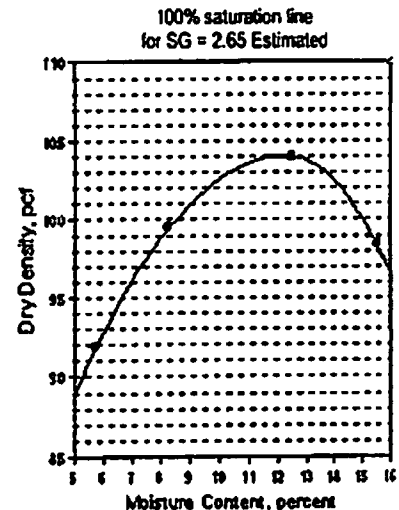
Page 1 of 2

Specific Gravity: 2.65

Liquid Limit: 23  
Plastic Limit: 13  
Plasticity Index: 10  
% Passing No. 200: 0.0  
Group Symbol: CL

| Specimen No.:      | 1    | 2    | 3     | 4    |
|--------------------|------|------|-------|------|
| Moisture, %:       | 5.7  | 8.3  | 12.6  | 15.4 |
| Dry Density (pcf): | 91.7 | 99.5 | 104.0 | 98.8 |

Maximum Dry Density in P.C.F.: 104.0  
Optimum Moisture (%): 12.3



Remarks: -200 not performed  
Test Method: TEX 114 Method-A

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)  
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1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

**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

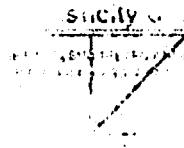
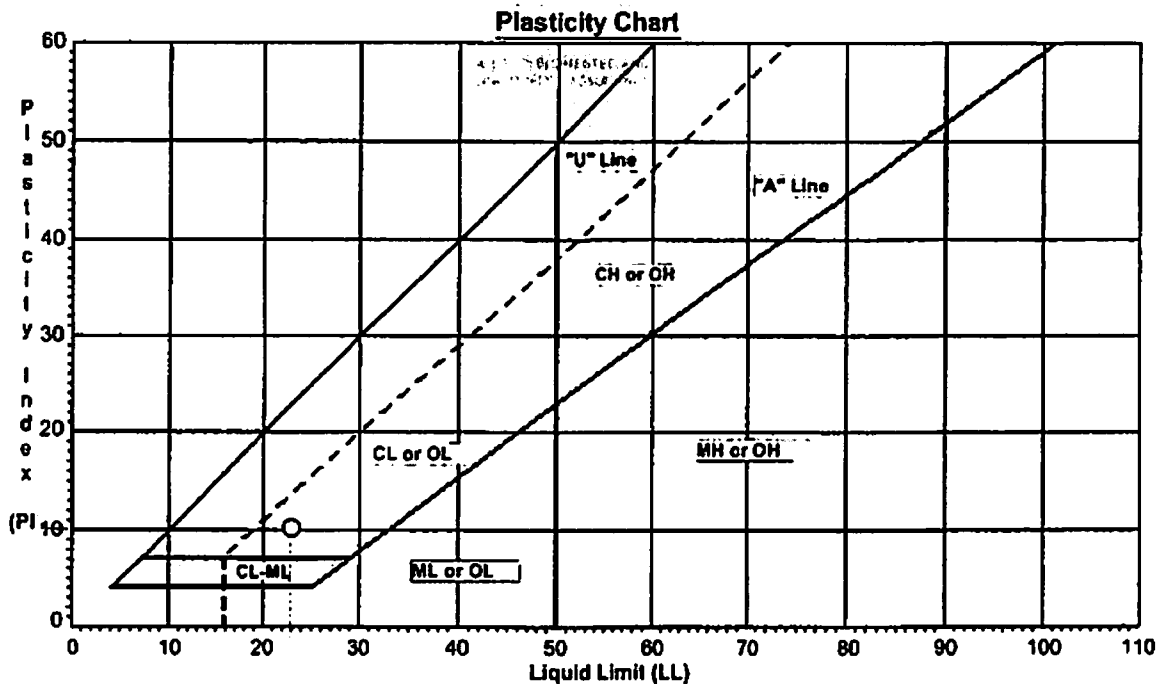
**PROCTOR  
TEST REPORT**

Project Description: El Sol Subdivision Phase II  
Client: Hidalgo County Pct. #3 (CAP)  
Contractor: Asago Construction

L&G Project Number: L37812  
L&G Report Number: R001  
Sample Date: 11/07/2008  
Date Reported: 12/02/2008

Field Number: Salvage Base

Page 2 of 2



Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)  
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1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

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L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

**L&G Engineering Laboratory**Construction Material Testing  
Geotechnical Engineering2100 W Exp. Hwy 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: El Sol Subdivision Phase II  
Client: Hidalgo County Pct. #3 (CAP)  
Contractor: Asago ConstructionL&G Project Number: L37812  
L&G Report Number: R002  
Sample Date: 11/11/2008  
Date Reported: 12/03/2008

Page 1 of 1

Material Description Roadway SalvageRequired % Proctor 104 Moisture Tolerance -2+3

| Proctor No   | Optimum % Moisture | Opt. Density, LB/CF |
|--------------|--------------------|---------------------|
| SALAVGE BASE | 12.3               | 104.0               |

| Test No. | Test Location                                 | Proctor No   | Moisture Content | Dry Density | Percent Compaction | 6 |
|----------|-----------------------------------------------|--------------|------------------|-------------|--------------------|---|
| 1        | Cerda St. Station 21+00 6' West of Centerline | SALAVGE BASE | 12.3%            | 121.3 pcf   | 116.6% (Pass)      |   |
| 2        | Cerda St. Station 17+00 8' East of Centerline | SALAVGE BASE | 11.1%            | 112.7 pcf   | 108.4% (Pass)      |   |
| 3        | Cerda St. Station 13+00 Centerline            | SALAVGE BASE | 10.5%            | 121.7 pcf   | 117.0% (Pass)      |   |
| 4        | Cerda St. Station 11+00 2' West of Centerline | SALAVGE BASE | 12.2%            | 124.4 pcf   | 119.6% (Pass)      |   |

Remarks: Test results are in general compliance with the project specifications except as noted.

Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)  
(1-cc copy)  
1-cc Asago Construction Attn: Joe Borjas  
1-cc LaboratoryRespectfully Submitted,  
L&G Engineering Laboratory  
Ricardo A. Gil, Lab Manager

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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: El Sol Subdivision Phase II  
Client: Hidalgo County Pct. #3 (CAP)  
Contractor: Asago Construction

L&G Project Number: L37812  
L&G Report Number: R003  
Sample Date: 11/12/2008  
Date Reported: 11/12/2008

Page 1 of 1

Material Description Rodway Salvage

Required % Proctor 104 Moisture Tolerance -2+3

| Proctor No   | Optimum % Moisture | Opt. Density, LB/CF |
|--------------|--------------------|---------------------|
| SALAVGE BASE | 12.3               | 104.0               |

| Test No. | Test Location                                              | Proctor No   | Moisture Content | Dry Density | Percent Compaction | 6 |
|----------|------------------------------------------------------------|--------------|------------------|-------------|--------------------|---|
| 1        | 257' East of Cerda St. Intersection 4' South of Centerline | SALAVGE BASE | 10.7%            | 121.6 pcf   | 116.9% (Pass)      |   |
| 2        | 200' West of Cerda St. Intersection 3' North of Centerline | SALAVGE BASE | 10.4%            | 122.1 pcf   | 117.4% (Pass)      |   |

Remarks: Test results are in general compliance with the project specifications except as noted.

Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)  
(1-cc copy)  
1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

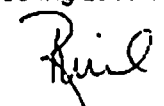
  
Ricardo A. Gil, Lab Manager

**L&G Engineering Laboratory**Construction Material Testing  
Geotechnical Engineering2100 W Exp way 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: El Sol Subdivision Phase II  
Client: Hidalgo County Pct #3 (CAP)  
Contractor: Asago ConstructionL&G Project Number: L37812  
L&G Report Number: R004  
Sample Date: 11/14/2008  
Date Reported: 11/14/2008

Page 1 of 1

| Material Description | Subgrade     |                    |                     |
|----------------------|--------------|--------------------|---------------------|
| Required % Proctor   | 95           | Moisture Tolerance | -2 +3               |
|                      | Proctor No   | Optimum % Moisture | Opt. Density, LB/CF |
|                      | SALAVGE BASE | 12.3               | 104.0               |

| Test No. | Test Location                                | Proctor No   | Moisture Content | Dry Density | Percent Compaction | Inches |
|----------|----------------------------------------------|--------------|------------------|-------------|--------------------|--------|
| 1        | Montana St. Sta. 17 + 50 6' N. of Centerline | SALAVGE BASE | 13.6%            | 119.1 pcf   | 114.5% (Pass)      | 6"     |
| 2        | Montana St. Sta. 15 + 00 4' S. of Centerline | SALAVGE BASE | 12.8%            | 118.1 pcf   | 113.6% (Pass)      | 6"     |
| 3        | Montana St. Sta. 13 + 50 8' N. of Centerline | SALAVGE BASE | 13.1%            | 117.0 pcf   | 112.5% (Pass)      | 6"     |
| 4        | Montana St. Sta. 11 + 00 3' S. of Centerline | SALAVGE BASE | 13.6%            | 112.5 pcf   | 108.2% (Pass)      | 6"     |

Remarks: Test results are in general compliance with the project specifications except as noted.  
Test Methods: ASTM D2922, D3017Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)  
(1-cc copy)  
1-cc Asago Construction Attn: Joe Borjas  
1-cc LaboratoryRespectfully Submitted,  
L&G Engineering Laboratory  
Ricardo A. Gil, Lab Manager

**L&G Engineering Laboratory**Construction Material Testing  
Geotechnical Engineering2100 W Exp. way 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: El Sol Subdivision Phase II  
Client: Hidalgo County Pct. #3 (CAP)  
Contractor: Asago ConstructionL&G Project Number: L37812  
L&G Report Number: R005  
Sample Date: 11/18/2008  
Date Reported: 11/18/2008

Page 1 of 1

|                      |              |                    |                     |
|----------------------|--------------|--------------------|---------------------|
| Material Description | Subgrade     |                    |                     |
| Required % Proctor   | 95           | Moisture Tolerance | -2 + 3              |
|                      | Proctor No   | Optimum % Moisture | Opt. Density, LB/CF |
|                      | SALAVGE BASE | 12.3               | 104.0               |

| Test No. | Test Location                               | Proctor No   | Moisture Content | Dry Density | Percent Compaction | Inches |
|----------|---------------------------------------------|--------------|------------------|-------------|--------------------|--------|
| 1        | Kansas St. Sta. 18 + 00 8' N. of Centerline | SALAVGE BASE | 13.2%            | 121.6 pcf   | 116.9% (Pass)      | 6"     |
| 2        | Kansas St. Sta. 15 + 00 8' N. of Centerline | SALAVGE BASE | 10.4%            | 122.6 pcf   | 117.9% (Pass)      | 6"     |
| 3        | Kansas St. Sta. 11 + 00 3' S. of Centerline | SALAVGE BASE | 10.3%            | 118.1 pcf   | 113.6% (Pass)      | 6"     |

Remarks: Test results are in general compliance with the project specifications except as noted.  
Test Methods: ASTM D2922, D3017Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)  
(1-cc copy)  
1-cc Asago Construction Attn: Joe Borjas  
1-cc LaboratoryRespectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

**L&G Engineering Laboratory**  
Construction Material Testing  
Geotechnical Engineering

2100 W Exp. Hwy 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: El Sol Subdivision Phase II  
Client: Hidalgo County Pct. #3 (CAP)  
Contractor: Asago Construction

L&G Project Number: L37812  
L&G Report Number: R006  
Sample Date: 11/20/2008  
Date Reported: 11/20/2008

Page 1 of 1

|                      |            |                    |                     |
|----------------------|------------|--------------------|---------------------|
| Material Description | Caliche    |                    |                     |
| Required % Proctor   | 98         | Moisture Tolerance | -2 + 3              |
|                      | Proctor No | Optimum % Moisture | Opt. Density, LB/CF |
|                      | Caliche    | 14.8               | 111.5               |

| Test No. | Test Location                              | Proctor No | Moisture Content | Dry Density | Percent Compaction | Inches |
|----------|--------------------------------------------|------------|------------------|-------------|--------------------|--------|
| 1        | Cerda St. Sta 16 + 50 9' W. of Centerline  | Caliche    | 16.6%            | 110.3 pcf   | 98.9% (Pass)       | 6"     |
| 2        | Cerda St. Sta 12 + 00 10' W. of Centerline | Caliche    | 15.0%            | 111.4 pcf   | 99.9% (Pass)       | 6"     |
| 3        | Cerda St. Sta 21 + 50 5' E. of Centerline  | Caliche    | 20.4%            | 105.5 pcf   | 94.6% (Fail)       | 6"     |

Remarks: Test results are in general compliance with the project specifications except as noted. \*Test #3, failed to meet density requirements.

Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)  
(1-cc copy)  
1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

  
Ricardo A. Gil, Lab Manager



# **L&G Engineering Laboratory**

Construction Material Testing  
Geotechnical Engineering

2100 W Exp way 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: El Sol Subdivision Phase II  
Client: Hidalgo County Pct. #3 (CAP)  
Contractor: Asago Construction

L&G Project Number: L37812  
L&G Report Number: R007  
Sample Date: 11/21/2008  
Date Reported: 11/21/2008

Page 1 of 1

|                      |            |                    |                     |
|----------------------|------------|--------------------|---------------------|
| Material Description | Caliche    |                    |                     |
| Required % Proctor   | 98         | Moisture Tolerance | -2 + 3              |
|                      | Proctor No | Optimum % Moisture | Opt. Density, LB/CF |
|                      | Caliche    | 14.8               | 111.5               |

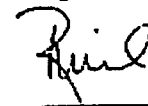
| Test No. | Test Location                                   | Proctor No | Moisture Content | Dry Density | Percent Compaction | Inches |
|----------|-------------------------------------------------|------------|------------------|-------------|--------------------|--------|
| 1        | Retest Cerda St. Sta. 21 + 50' W. of Centerline | Caliche    | 18.8%            | 109.3 pcf   | 98.0% (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 (CAP) (Mission, TX)  
(1-cc copy)  
1-cc Asago Construction Attn: Joe Borjas  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

  
Ricardo A. Gil, Lab Manager



**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: El Sol Subdivision Phase I  
Client: Hidalgo County Pct. 3  
Engineer: Javier Hinojosa Engineering  
Contractor: Asago Construction

L&G Project Number: L37808  
L&G Report Number: R001  
Sample Date: 09/22/2008  
Date Reported: 09/29/2008

Field Number: Lime Subg #1  
Compaction Method: ASTM D-698  
Material Description: Lined Subgrade

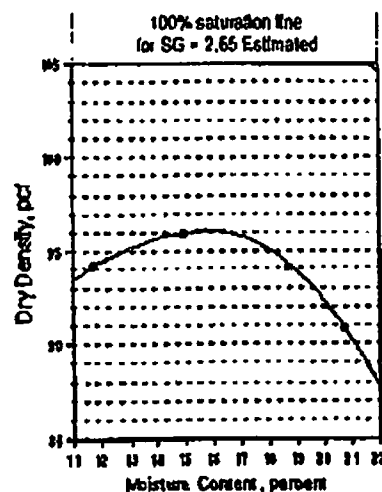
Page 1 of 2  
Specific Gravity: 2.65

Liquid Limit: 36  
Plastic Limit: 29  
Plasticity Index: 7  
% Passing No. 200: 0.0  
Group Symbol: CL

| Specimen No.:      | 1    | 2    | 3    | 4    |
|--------------------|------|------|------|------|
| Moisture, %:       | 11.8 | 15.1 | 18.8 | 20.8 |
| Dry Density (pcf): | 94.2 | 95.8 | 94.1 | 90.7 |

Maximum Dry Density in P.C.F.: 96.0

Optimum Moisture (%): 15.9



Remarks: Minus 200 Not Performed  
Test Method: ASTM D-698 Method-A, Tex Method 114E

Orig: Hidalgo County Pct 3 (Mission, TX)  
(1-cc copy)  
1-cc Javier Hinojosa Engineering  
1-cc Asago Construction Attn: Joe Borjes  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Orlando A. De Leon, Laboratory Manager

# JAVIER HINOJOSA ENGINEERING/Consulting Engineers

December 30, 2008

Commissioner Joe M. Flores  
Hidalgo County Precinct 3  
724 N. Breyfogle  
Mission, Texas 78572

**Re: Colonia Access Program Contract No. C-CAP-08-021-7-01  
El Sol #1 and El Sol #2 Subdivisions**

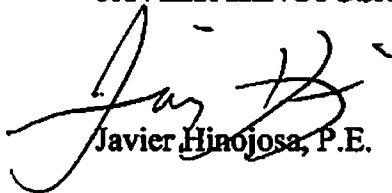
Dear Commissioner Flores,

Attached please find Payment Request No. 5 & Final for the referenced project as submitted by Asago Construction. This invoice is for work completed for the paving and drainage improvements for the El Sol #1 and El Sol #2 Subdivisions. All work has been completed as per plans and specifications prepared by my office. We recommend payment of this invoice in the amount of \$55,166.50. A 5% retainage is being held within this invoice.

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

Sincerely,

**JAVIER HINOJOSA ENGINEERING**



Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

416 E. Dove Avenue

McAllen, Texas 78504

Tel: (956) 668-1588

Fax: (956) 994-8102

javhin@rgv.rr.com

RECEIVED  
Yolbe Jackson

DEC 30 08

Hidalgo County  
PRECINCT 02

S:\Office Documents\UHE2008\LETTERS-2008\PAYMENT REQUEST\PCT#3-EL SOL #1 AND EL SOL #2\Flores-Joe M-12-30-08.docx

**Border Colonia Access Program  
Checklist for Documentation Required for Road Construction**

Contractor: Chicago LLC dba Chicago Construction  
 Contract Amount: \$ 536,001.00  
 Project/Precinct: EL #14 EL #2 / Pct. 3  
 Owner's Contract No.: C-LAP-08-021-7-01

| Item | Required Documents                                                                                                             | Submitted & Reviewed | Approved | Comments: |
|------|--------------------------------------------------------------------------------------------------------------------------------|----------------------|----------|-----------|
|      | <b>INITIATION OF PROJECT:</b>                                                                                                  |                      |          |           |
| 1    | Approval to Bid (Purchasing)                                                                                                   |                      |          |           |
| 2    | Contract - Signed and Executed                                                                                                 |                      |          |           |
| 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                                                                       |                      |          | Office    |
|      | <b>PAYMENT REQUESTS INCLUDING FINAL</b>                                                                                        |                      |          |           |
| 8    | Application and Certification 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)                                                                                      |                      |          |           |
|      | <b>RETAINAGE PAYMENT</b> <small>Final request and request for retainage must be billed separately and approved by C.C.</small> |                      |          |           |
| 16   | Punch List                                                                                                                     |                      |          |           |
| 17   | Certificate of Construction Completion                                                                                         |                      |          |           |
| 18   | Approval by Commissioner's Court                                                                                               |                      |          |           |
| 19   | Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)                                                |                      |          |           |
| 20   | Affidavit of Payment of Debts & Claims-ten 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-13176

17.I.5.

**Application for Payment No. 1 Villa De Capri Pct. 3**

**CC REGULAR**

**Date:** 01/13/2009

**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**

A. 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 De Capri Subdivision submitted by project engineer Hinojosa Engineering, Inc. C-CAP-08-008-03-26

B. Presentation for consideration, discussion acceptance and approval of Application for Payment No. 2 in the amount of \$40,681.88 from Valley Paving, Inc. contracted vendor for Villa De Capri Subdivision submitted by project engineer Hinojosa Engineering, Inc. C-CAP-08-008-03-26

**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. #:** 8-1203-431-00-123-005-0-733/734

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

P.O.# 605351

---

**Attachments**

Link: [Application #1](#)

Link: [Application #2](#)

---

**Form Routing/Status**

| Route Seq | Inbox       | Approved By | Date                | Status |
|-----------|-------------|-------------|---------------------|--------|
| 1         | Ana Galvan  | Anna Galvan | 01/09/2009 02:31 PM | APRV   |
| 2         | Dale Kennan | Dale Kennan | 01/09/2009 05:26 PM | APRV   |
| 3         | Laura Moya  |             | 01/09/2009 05:30 PM | NEW    |

Form Started By: Marcie  
Jackson

Started On: 12/31/2008 03:15  
PM

Final Approval Date: 01/09/2009

---

# APPLICATION FOR PAYMENT NO. 1

AI-13176 11/13/09

To: Hidalgo County (OWNER)  
 From: Valley Paving, Inc. 03-26 (CONTRACTOR)  
 Contract: CAP-08-008-03-26 LRM  
 Project: Road and Drainage Construction of Villa Capri Subdivision  
 OWNER's Contract No. CAP-08-008-03-06 03-26 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):                                     |    |            |
| <u>10%</u> of completed Work:                                     | \$ | 4,453.10   |
| <u>0%</u> 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:                        | \$ | -          |
| 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):                       | \$ | 40,077.90  |

P.O. 605351

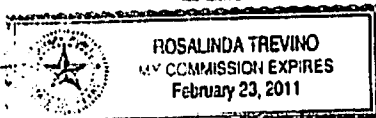
Accompanying Documentation      8-1311-431-00-123-784-1-733      8-1311-431-00-123-784-1-734  
 $S3,431.00 < -343.10 > = S3,087.90$        $S41,100.00 < -4,110.00 > = S36,990.00$   
 FOR PAYMENT      \$40,077.90

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

State of Texas  
 County of Hidalgo  
 Subscribed and sworn to before me this 19th  
 day of November, 2008

Rosalinda Trevino  
 Notary Public  
 My Commission expires: 12-23-11



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 11-20-08 HINOJOSA ENGINEERING INC  
 ENGINEER

By: [Signature]

INVOICE RECEIVED BY:  
[Signature] ON 11/25  
 GOODS/SERVICES RECEIVED BY:  
[Signature] ON 11/25

**HINOJOSA ENGINEERING, INC.** Structural Engineering • Civil Engineering • Land Surveying

December 29, 2008

Mr. Agapito Vargas Jr.  
Executive Director  
Hidalgo County Border Colonias Access Program  
301 East State  
Pharr, TX 78589

**RE: Time of Construction for Villa de Capri**

**PROJECT: Villa de Capri Subdivision  
CAP-08-008-03-26-LRM**

Dear Mr. Vargas,

On June 30<sup>th</sup>, 2008, the notice to proceed was sent out to Valley Paving, Inc., contractor for the above referenced project. During the construction staking, it was noticed that 3 Mile Road was improved by Tx DOT and no longer had road side ditches. The plans for Villa de Capri proposed a road section with roadside ditches tied into 3 Mile Road. Therefore the plans had to be revised and approved by Tx DOT. This process took approximately one month. The revised plans were given to the contractor on July 31, 2008. Our office did the construction staking for the contractor shortly after this date. August 14, 2008 was the first of many rain days throughout August and September which further delayed the project. Due to some of the heavy rains in this time period, the soils were too saturated to be worked for days after the rain stopped. Due to these conditions the project completion date was delayed.

Respectfully submitted,  
Hinojosa Engineering, Inc.



Ricardo Hinojosa, P.E.  
President

cc: Hinojosa Engineering, Inc. File



Engineer: Kinjoan Engineering, Inc.  
Contractor: Valley Paving Inc.  
Retention: 10%  
Slurry 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 08-008-05-26-LI | Vila Capit 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 |
| <del>08-22</del>   |                        |                         |                        |                  |                  |                  |               |                   |            |             |                  |             |
| <del>03-26</del>   |                        |                         |                        |                  |                  |                  |               |                   |            |             |                  |             |
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Estimate Quantity Update Worksheet

Villa Capri Subdivision

Colonia Access Program Project - Precinct No.3

CAP-08-008-03-26 03-26

Contractor: Valley Paving

|          |                                        |          |      |            |                | RFP 1               |                  |                     |
|----------|----------------------------------------|----------|------|------------|----------------|---------------------|------------------|---------------------|
| Item No. | Description                            | Quantity | Unit | Unit Price | Project Amount | Monthly Quantity    | Quantity to Date | 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 |                  |                     |

Totals to Date:

Roadway: \$41,100.00  
 Drainage: \$3,431.00  
 Total: \$44,531.00

Roadway: \$41,100.00  
 Drainage: \$3,431.00

Prepared and Checked by:

Signature:   
 Printed Name: Ricardo Hinojosa, P.E.

Date: 11-20-08

Tabulation of Change Order No.1  
 Villa Capri Subdivision  
 Colonia Access Program Project - Precinct No.3  
 CAP-08-008-03-26 *26* 03-26  
 Contractor: Valley Paving

|          |                                        | Original Bid |      |            |             | Change Order No.1 |            |             | (+)Increase/<br>(-)decrease |
|----------|----------------------------------------|--------------|------|------------|-------------|-------------------|------------|-------------|-----------------------------|
| Item No. | Description                            | Quantity     | Unit | Unit Price | Total       | Quantity          | Unit Price | Total       |                             |
| Roadway  |                                        |              |      |            |             |                   |            |             |                             |
| 100      | Preparing ROW                          | 10.63        | STA  | \$855.00   | \$9,088.85  | 10.63             | \$855.00   | \$9,088.85  | \$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     | \$12,076.00 | \$12,076.00                 |
| 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) (16")                     | 346          | LF   | \$16.60    | \$5,347.50  | 0                 | \$16.60    | \$0.00      | -\$5,347.50                 |
| 464      | RCP (CL III) (18")                     | 108          | LF   | \$17.60    | \$1,890.00  | 0                 | \$17.60    | \$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  
 Drainage: \$23,503.85  
 TOTAL: \$98,217.37

Roadway: \$86,788.52  
 Drainage: \$13,866.35  
 TOTAL: \$100,654.87

Progress Estimate

03-26

04 27

Project: Hidalgo County Pct. No. 3  
Villa Capri Subdivision

Project No.: CAP-08-008-03-26-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

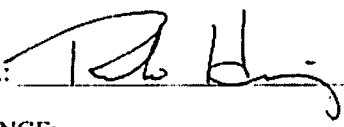
To the best of my knowledge, I certify that all times, quantities and prices of work and materials shown on the face of this estimate are correct; that all work has been performed and materials supplied in full accordance to the terms and conditions of the corresponding construction contractual documents 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: \_\_\_\_\_

**PHONE (958) 585-5908**  
**PHONE (958) 581-1370**  
**FAX (958) 584-0057**

**DATE: 11/17/2008**

**PAGE 1**

| ITEM<br>NUMBER                       | DESCRIPTION                            | ESTIMATED<br>QUANTITIES | UNIT | UNIT<br>PRICE | CONTRACT<br>TOTAL | COMP.<br>TO DATE | TOTAL<br>AMOUNT |
|--------------------------------------|----------------------------------------|-------------------------|------|---------------|-------------------|------------------|-----------------|
| 100                                  | PREPARING ROW                          | 10.63                   | STA. | \$ 855.00     | \$ 9,088.85       | 10.63            | \$ 9,088.85     |
| 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     |
| 282                                  | LIME TREATMENT FOR BASE (6")           | 2835                    | SY   | \$ 1.50       | \$ 4,252.50       | 1417.5           | \$ 2,126.25     |
| 282                                  | 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  | \$ 3.85       | \$ 2,251.50       | 0                | \$ -            |
| 340                                  | ASPHALT CONCRETE PAVEMENT TYPE "D"     | 242.38                  | 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   | \$ 800.00     | \$ 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                   | LSY  | \$ 36.50      | \$ 13,048.75      | 94               | \$ 3,431.00     |
| TOTAL CONTRACT AMOUNT                |                                        |                         |      |               | \$ 98,217.37      |                  |                 |
| TOTAL AMOUNT DUE & COMPLETED TO DATE |                                        |                         |      |               |                   |                  | \$ 44,630.99    |

# CHANGE ORDER

NO. 1

|                                                   |                                           |
|---------------------------------------------------|-------------------------------------------|
| PROJECT: Villa Capri Subdivision                  | DATE OF ISSUANCE: 7/30/2008               |
| OWNER: Hidalgo County Precinct No.3               | OWNER'S PROJECT NO.: CAP-08-008-03-26-LRM |
| ADDRESS: 301 East State Street<br>Pharr, Tx 78577 | 04-22<br>03-26                            |
| CONTRACTOR: Valley Paving, Inc.                   | ENGINEER: Hinojosa Engineering, Inc       |
| ADDRESS: 321 E. 2 Mile Line<br>Mission, TX 78572  |                                           |
| 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:<br>\$98,217.37                        | Original Contract Time:<br>90 working days                       |
| Previous Change Order No.s: 0<br>\$0.00                        | Change from Previous Change Orders<br>0 working days             |
| Contract Price prior to this Change Order<br>\$98,217.37       | Contract Time prior to this Change Order<br>0 working days       |
| Net Increase of this Change Order<br>\$2,437.50                | Net Increase of this Change Order<br>0 working days              |
| Contract Price with all approved Change Orders<br>\$100,654.87 | Contract Time with all approved Change Orders<br>90 working days |

APPROVED:

Owner  
Hidalgo County Judge

8/26/08  
Date

APPROVED:

Contractor  
Valley Paving, Inc.

7/30/08  
Date

RECOMMENDED:

Engineer  
Hinojosa Engineering, Inc.

7-31-08  
Date

INVOICE RECEIVED BY:

GOODS/SERVICES RECEIVED BY:

On 7/31/08  
On 7/30/08

**CONTRACT CHANGE ORDER No.1**

03-26  
04-22

Contract No. CAP-08-008-03-26-LRM 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:

  
Valley Paving, Inc.

Date:

7/30/08

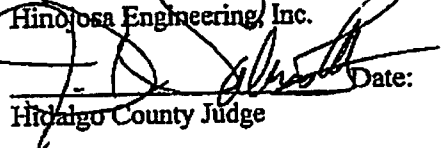
Recommended by:

  
Hinojosa Engineering, Inc.

Date:

7-31-08

Approved by:

  
Hidalgo County Judge

Date:

Note: Please refer to page 3 for description of changes in quantities and unit prices.



Form 252 (Rev. 12/82)  
Page 1 of 1  
(GSD-EPC Word 97)

# Contract Time Statement

ESTIMATE NO. 1 <sup>03-26</sup><sub>04-22</sub> CONTRACTOR Volley Paving, Inc.  
PROJECT NO. CAP-08-008-03-26-1RM COUNTY Hidalgo DATE WORK BEGAN 10/13/08  
TIME COMPUTED FROM 7:00 A.M. DATE WORK COMPLETED \_\_\_\_\_

| MONTH    | 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 & Spangy                           |
|          | 5            | 1                    | 8 King Dr. - Finish subgrade                                              |
|          | 6            | 1                    | 8 Royal Dr. - Cut subgrade                                                |
|          | 7            | 1                    | 8 Royal Dr. - Cut subgrade                                                |
|          | 10           | 1/2                  | 4 1/2 King Dr. - Fix Caliche Drives for Asphalt Paving                    |
|          | 11           | 1                    | 8 Dumping caliche                                                         |
|          | 12           | 1                    | 8 Set Caliche & Densities before Curb, Tested Caliche & Passed            |
|          | 13           | 1                    | 8 Cut, Grade & Line & Subcontractor Poured Curb                           |
|          | 14           | 1/2                  | 4 1/2 Backfill Curb & Caliche                                             |
|          | 17           | 1                    | 8 Poured Concrete Drives                                                  |
|          |              |                      | 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 PROVISIONS OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1994.



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 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 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.

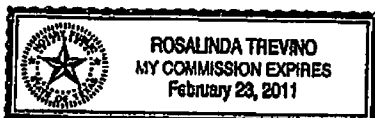
CONTRACTOR

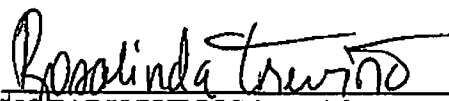
By: 

Oscar Cordova, President

TITLE  
by of which is

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 17<sup>th</sup> day of November, 2008, to certify which witness my hand and seal of office.



  
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

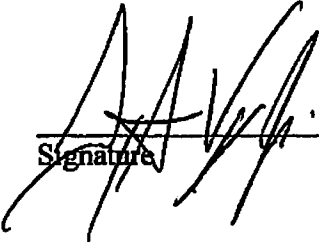
**CSJ#** M108078421

**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

**Villa Capri Subdivision  
Colonie Testing Requirements**

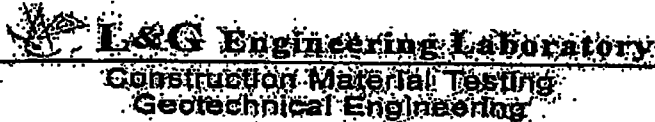
|             |                           |                                                                                         |          |                                           | Villa Capri Subdivision |                |  |
|-------------|---------------------------|-----------------------------------------------------------------------------------------|----------|-------------------------------------------|-------------------------|----------------|--|
|             |                           |                                                                                         |          |                                           | Kings Drive             | Royal Drive    |  |
|             |                           |                                                                                         |          |                                           | CSJ#2C10878421          | CSJ#2C10878421 |  |
| MATERIAL    | TEST                      | DESCRIPTION                                                                             | REQUIRED | REMARKS                                   |                         |                |  |
| 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-800-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 Stability Value of Bituminous Mixtures                                         | Optional |                                           |                         |                |  |
|             | Tex-210-F                 | Deter. Asph. Content of Bituminous Mixtures by Extraction                               | YES      |                                           |                         |                |  |
|             | Tex-225-F                 | Combined HMA Cold Box 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 Bituminous Mixtures                                     | NO       |                                           |                         |                |  |
|             | Tex-213-E                 | Determining Hydrocarbon - Soluble Content of Bituminous Mixtures                        | NO       |                                           |                         |                |  |
| EMBANKMENTS | Tex-114-E                 | Laboratory Compaction Charact. & Moist. - Density Relat. Of Subgrade & Embankment Soils | NO       |                                           |                         |                |  |
|             | Tex-115-E                 | In-Place Density                                                                        | NO       |                                           |                         |                |  |
|             | Texes SDHPT Bulletin C-14 |                                                                                         | NO       |                                           |                         |                |  |
|             | ASTM-D-2950.76            |                                                                                         | NO       |                                           |                         |                |  |
|             | AASHTO-T-198              |                                                                                         | NO       |                                           |                         |                |  |
|             |                           |                                                                                         |          |                                           |                         |                |  |

1) Testing for this procedure has been performed and passed.

Prepared and Checked By:

Signature: Ricardo Hinojosa  
Printed Name: Ricardo Hinojosa, P.E.

Date: 11-20-08



2100 W. Expressway 83 Mercedes, TX 78570 (956) 585-0780  
900 S. Stewart Rd. Ste. 8 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: Lined Subgrade

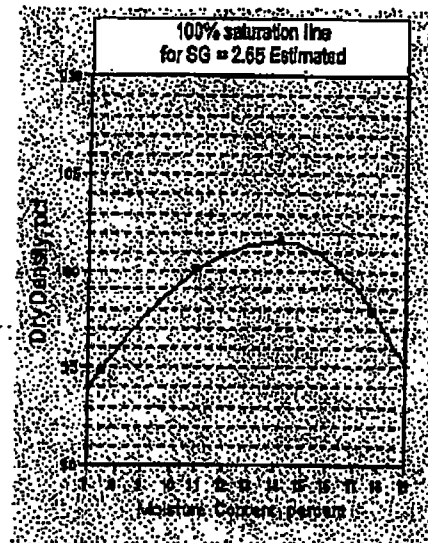
Page 1 of 2

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  | 17.8 |
| Dry Density (pcf): | 94.8 | 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

**L&G Engineering Laboratory**  
 Construction Material Testing  
 Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 585-0760  
 900 S. Stewart Rd. Sta. 6 Mission, TX 78572 (956) 583-7117

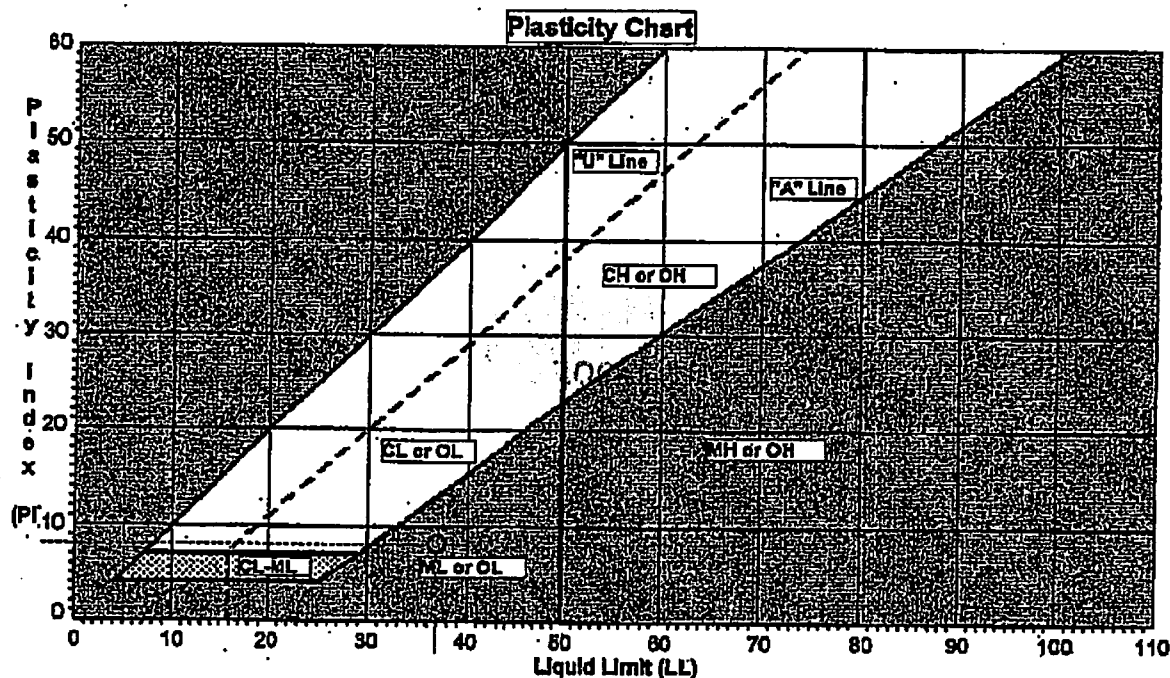
**PROCTOR  
 TEST REPORT**

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

Page 2 of 2

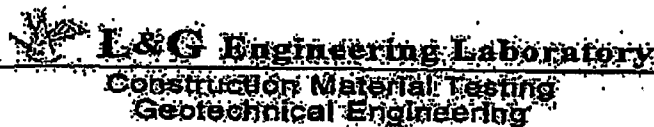


Orig: Hidalgo County Pct. 3 (Mission, TX)  
 (1-cc copy)  
 1-cc Hinojosa Engineering  
 1-cc Valley Paving  
 1-cc Laboratory

Respectfully Submitted,  
 L&G Engineering Laboratory

*Ricardo A. Gil*

Ricardo A. Gil, Lab Manager



2100 W. Expressway 83 Mercedes, TX 78570 (956) 585-0700  
900 S. Stewart Rd. Sta. 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

Page 1 of 1

Description: Base Material

| <u>Sieve</u> | <u>% Retained</u> | <u>Low</u> | <u>High</u> |
|--------------|-------------------|------------|-------------|
| 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

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

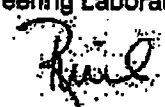
**L&G Engineering Laboratory**  
Construction Material Testing  
Geotechnical Engineering2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760  
900 S. Stewart Rd, Ste. 8 Mission, TX 78572 (956) 563-7117**FIELD DENSITIES  
TEST REPORT**Project Description: Villa De Capri Subdv.  
Client: Hidalgo County Pct. 3  
Engineer: Hinojosa Engineering  
Contractor: Valley PavingL&G Project Number: L37811  
L&G Report Number: R004  
Sample Date: 10/30/2008  
Date Reported: 10/30/2008

Page 1 of 1

Material Description: Lined 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%            | 109.8 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, D3017Orig: 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 LaboratoryRespectfully Submitted,  
L&G Engineering Laboratory  
Ricardo A. Gil, Lab Manager



# **L&G Engineering Laboratory** **Construction Material Testing** **Geotechnical Engineering**

2100 W. Expressway 83 Mercedes, TX 78570 (956) 585-0766  
 900 S. Stewart Rd. Sta. 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

Page 1 of 1

|                      |                                |                    |                     |
|----------------------|--------------------------------|--------------------|---------------------|
| 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

Respectfully Submitted,  
 L&G Engineering Laboratory.

Ricardo A. Gil, Lab Manager





2100 W. Expressway 83 Mercedes, TX 78570 (956) 685-0760  
800 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 683-7117

## 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

Page 1 of 1

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



# HINOJOSA ENGINEERING, INC.

STRUCTURAL ENGINEERING • CIVIL ENGINEERING  
LAND SURVEYING

108 W. 18TH ST. MISSION, TEXAS 78572



## TRANSMITTAL LETTER

PROJECT: Villa Capri Subdivision

PROJECT # 06-167

DATE: 11/20/08

TO: Pct. No. 2

If enclosures are not as noted, please  
Inform us immediately.

If checked below, please,

- ☐ Acknowledge receipt of enclosure.  
☐ Return enclosures to us.

ATTN:

Mr. Agripino Vargas

### WE TRANSMIT:

- ☒ HERewith ☐ UNDER SEPERATE COVER VIA \_\_\_\_\_  
☐ IN ACCORDANCE WITH YOUR REQUEST \_\_\_\_\_

### FOR YOUR:

- ☐ APPROVAL ☒ RECORD ☒ INFORMATION  
☐ REVIEW & COMMENT ☐ DISTRIBUTION TO PARTIES

### THE FOLLOWING:

- ☐ DRAWINGS ☐ SHOP DRAWING REPRODUCIBLES ☐ SAMPLES  
☐ SPECIFICATIONS ☐ SHOP DRAWING PRINTS ☐ PRODUCT LITERATURE  
☐ CHANGE ORDER ☒ OTHER \_\_\_\_\_

| COPIES | DATE | DESCRIPTION             |
|--------|------|-------------------------|
| 1      |      | Received Payment # No 1 |
|        |      |                         |
|        |      |                         |
|        |      |                         |

### REMARKS:

Man Mac

RECEIVED

NOV 21 2008

### COPIES TO:

FILE

| Item | Required Documents                                                                                                | Submitted & Reviewed | Approved | Comments: |
|------|-------------------------------------------------------------------------------------------------------------------|----------------------|----------|-----------|
|      | <b>INITIATION OF PROJECT:</b>                                                                                     |                      |          |           |
| 1    | Approval to Bid (Purchasing)                                                                                      |                      |          |           |
| 2    | Contract - Signed and Executed                                                                                    |                      |          |           |
| 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                                                          |                      |          |           |
|      | <b>PAYMENT REQUESTS, INCLUDING FINAL:</b>                                                                         |                      |          |           |
| 8    | Application and Certification of Payment (A)                                                                      | ✓                    | ✓        |           |
| 9    | Schedule of Values a/k/a 1257/1258                                                                                | ✓                    | ✓        |           |
| 10   | Estimate Quantity Update Worksheet                                                                                | ✓                    | ✓        |           |
| 11   | List of Suppliers and Sub-contractors                                                                             | ✓                    | ✗        | Missing   |
| 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)                                                                         | ✓                    | ✓        |           |
|      | <b>RETAINAGE PAYMENT:</b> - See request and request for retainage from both sides separately and approved by C.C. |                      |          |           |
| 16   | Punch List                                                                                                        |                      |          |           |
| 17   | Certificate of Construction Completion                                                                            |                      |          |           |
| 18   | Approval by Commissioner'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-13176 01/13/09

# APPLICATION FOR PAYMENT NO. 2

To: Hidalgo County (OWNER)  
 From: Valley Paving Inc. (CONTRACTOR)  
 Contract: CAP-08-008-03-26 LRM  
 Project: Road and Drainage Construction of Villa Capri Subdivision  
 OWNER's Contract No. CAP-08-008-03-06-1 03-26 ENGINEER's Project No. 06-167  
 For Work accomplished through the date of: 12/16/2008

|                                                                   |    |   |            |
|-------------------------------------------------------------------|----|---|------------|
| 1. Original Contract Price.                                       | \$ | 4 | 98,217.37  |
| 2. Net change by Change Orders and Written Agreements (+ or -):   | \$ | 4 | 2,437.50   |
| 3. Current Contract Price (1 plus 2):                             | \$ | 4 | 100,654.87 |
| 4. Total completed and stored to date:                            | \$ |   | 89,733.09  |
| 5. Retainage (per Agreement):                                     |    |   |            |
| <u>10%</u> of completed Work:                                     | \$ | 4 | 8,973.31   |
| <u>0%</u> of stored material:                                     | \$ |   |            |
| Total Retainage:                                                  | \$ | 4 | 8,973.31   |
| 6. Total completed and stored to date less retainage (4 minus 5): | \$ | 4 | 80,759.78  |
| 7. Less previous Application for Payments                         | \$ | 4 | 40,077.90  |
| 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):                       | \$ | 4 | 40,681.88  |

*Handwritten: 12.06.09, P.O.# 605351*

Accompanying Documentation.

## CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 12/30/08

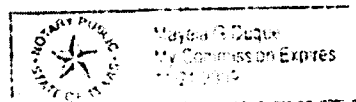
CONTRACTOR

State of Texas

County of Hidalgo

Subscribed and sworn to before me this 30th  
 day of December, 2008

Maryda D Dugue  
 Notary Public  
 My Commission expires: November 21, 2009



Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated 12-30-08

HINOJOSA ENGINEERING INC.

ENGINEER

8-1311-431-00-123-784-1-733

\$9,979.10 < -997.91 > = \$8,981.19

8-1311-431-00-123-784-1-734

\$26,898.48 < -2,689.85 > = \$24,208.63

8-1203-431-00-123-005-0-734

\$8,324.50 < -832.45 > = \$7,492.05

INVOICE RECEIVED BY:

M. Jackson ON 12/31/08

GOODS/SERVICES RECEIVED BY:

M. Jackson ON 12/31/08

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 08-008-03-26.1 | Villa Capri Subdivision | \$99,217.37             | \$100,654.87           | \$44,531.00       | \$45,202.09       | \$0.00            | \$89,733.09   | \$10,921.78       | \$8,973.31 | \$80,759.78 | \$40,077.90      | \$40,681.88 |
|                   |                         |                         |                        |                   |                   |                   |               |                   |            |             |                  |             |
|                   |                         |                         |                        |                   |                   |                   |               |                   |            |             |                  |             |
|                   |                         |                         |                        |                   |                   |                   |               |                   |            |             |                  |             |
|                   | TOTALS:                 |                         |                        |                   |                   |                   | \$89,733.09   | \$10,921.78       | \$8,973.31 | \$80,759.78 | \$40,077.90      | \$40,681.88 |

Estimate Quantity Update Worksheet  
 Villa Capri Subdivision  
 Colonia Access Program Project - Precinct No.3  
 CAP-08-008-03-26-03-16  
 Contractor: Valley Paving

| Item No. | Description                            | Quantity | Unit | Unit Price | Project Amount | RFP 1               |                  |                     | RFP 2               |                  |                     |
|----------|----------------------------------------|----------|------|------------|----------------|---------------------|------------------|---------------------|---------------------|------------------|---------------------|
|          |                                        |          |      |            |                | Monthly Quantity    | Quantity to Date | Item Cost (Monthly) | Monthly Quantity    | Quantity to Date | Item Cost (Monthly) |
| Roadway  |                                        |          |      |            |                |                     |                  |                     |                     |                  |                     |
| 100      | Preparing ROW                          | 10.63    | STA  | \$855.00   | \$9,088.65     | 10.63               | 10.63            | \$9,088.65          | 0                   | 10.63            | \$0.00              |
| 110      | Excavation                             | 1445     | CY   | \$4.20     | \$6,069.00     | 1445                | 1445             | \$6,069.00          | 0                   | 1445             | \$0.00              |
| 247      | Flex Base                              | 735      | CY   | \$21.45    | \$15,765.75    | 367.5               | 367.5            | \$7,882.88          | 367.5               | 735              | \$7,882.88          |
| 251      | Reworking Base Material (DC)(TY D CL2) | 735      | CY   | \$5.80     | \$4,263.00     | 315                 | 315              | \$1,827.00          | 420                 | 735              | \$2,436.00          |
| 262      | Lime Treated Base (6")                 | 2835     | SY   | \$1.50     | \$4,252.50     | 1417.5              | 1417.5           | \$2,126.25          | 1417.5              | 2835             | \$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          | 7.87                | 15.73            | \$1,006.26          |
| 310      | Prime Coat (MC-30)                     | 570      | GAL  | \$3.95     | \$2,251.50     | 0                   | 0                | \$0.00              | 285                 | 285              | \$1,125.75          |
| 340      | Asphalt Concrete Pavment Type "D"      | 242.36   | TON  | \$66.05    | \$16,007.88    | 0                   | 0                | \$0.00              | 122                 | 122              | \$8,058.10          |
| 502      | Barricades, Signs & Traffic Handling   | 1.5      | MO   | \$1,500.00 | \$2,250.00     | 1.5                 | 1.5              | \$2,250.00          | 0                   | 1.5              | \$0.00              |
| 506      | Construction Exits (TY 2) (Install)    | 145      | SY   | \$40.00    | \$5,800.00     | 72                  | 72               | \$2,880.00          | 73                  | 145              | \$2,920.00          |
| 506      | Construction Exits (TY 2) (Remove)     | 145      | SY   | \$20.00    | \$2,900.00     | 72                  | 72               | \$1,440.00          | 73                  | 145              | \$1,460.00          |
| 529      | Concrete Curb and Gutter               | 0        | LF   | \$5.25     | \$0.00         | 1145                | 1145             | \$6,011.25          | 1155                | 2300             | \$6,063.75          |
| 5249     | Temp Sediment Control Fence            | 260      | LF   | \$4.00     | \$1,040.00     | 130                 | 130              | \$520.00            | 130                 | 260              | \$520.00            |
| 5249     | Temp Sediment Control Fence (Remove)   | 260      | LF   | \$1.50     | \$390.00       | 0                   | 0                | \$0.00              | 0                   | 0                | \$0.00              |
| 530      | Turnouts (Asph-Conc-Pav)               | 145      | SY   | \$11.20    | \$1,624.00     | 0                   | 0                | \$0.00              | 145                 | 145              | \$1,624.00          |
| 644      | Small Road Sign Assm (Ty A)            | 2        | EA   | \$500.00   | \$1,000.00     | 0                   | 0                | \$0.00              |                     | 0                | \$0.00              |
| Drainage |                                        |          |      |            |                |                     |                  |                     |                     |                  |                     |
| 464      | RCP (CL III) (15")                     | 345      | LF   | \$15.50    | \$5,347.50     | 0                   | 0                | \$0.00              |                     | 0                | \$0.00              |
| 464      | RCP (CL III) (18")                     | 108      | LF   | \$17.50    | \$1,890.00     | 0                   | 0                | \$0.00              |                     | 0                | \$0.00              |
| 467      | Safety End Treatment                   | 4        | EA   | \$600.00   | \$2,400.00     | 0                   | 0                | \$0.00              |                     | 0                | \$0.00              |
| 530      | Driveways (Ty PRB-1) (ACP) (1")        | 73       | SY   | \$11.20    | \$817.60       | 0                   | 0                | \$0.00              | 73                  | 73               | \$817.60            |
| 530      | Driveways (Ty PRB-1) (Concrete)        | 357.5    | SY   | \$36.50    | \$13,048.75    | 94                  | 94               | \$3,431.00          | 251                 | 345              | \$9,161.50          |
| TOTAL    |                                        |          |      |            | \$98,217.37    | Totals: \$44,531.00 |                  |                     | Totals: \$45,202.08 |                  |                     |

Totals to Date:

Roadway: \$76,322.99  
 Drainage: \$13,410.10  
 Total: \$89,733.09

Roadway: \$41,100.00  
 Drainage: \$3,431.00

Roadway: \$35,222.98  
 Drainage: \$9,979.10

Prepared and Checked by:

Signature:   
 Printed Name: Ricardo Hinojosa, P.E.

Date: 12-30-08

**Villa Capri Subdivision  
Colonla Testing Requirements**

|             |                |                                                                  |          |                                           | Villa Capri Subdivision |                |  |
|-------------|----------------|------------------------------------------------------------------|----------|-------------------------------------------|-------------------------|----------------|--|
| MATERIAL    | TEST           | DESCRIPTION                                                      | REQUIRED | REMARKS                                   | Kings Drive             | Royal Drive    |  |
|             |                |                                                                  |          |                                           | CSJ#2C10878421          | CSJ#2C10878421 |  |
| FLEX. BASE  | Tes-101-E      | Prep. Bolts and Flex. Base                                       | YES      |                                           |                         |                |  |
|             | Tes-103-E      | Moisture Content                                                 | Optional |                                           |                         |                |  |
|             | Tes-104-E      | Determining Liquid Limit of Soils                                | YES      |                                           |                         |                |  |
|             | Tes-105-E      | Determining Plastic Limit of Soils                               | NO       |                                           |                         |                |  |
|             | Tes-106-E      | Calculating Plasticity Index                                     | YES      |                                           |                         |                |  |
|             | Tes-110-E      | Particle Size Analysis                                           | YES      |                                           |                         |                |  |
|             | Tes-113-E      | Moisture Density Relation of Base Materials (including time)     | YES      |                                           |                         |                |  |
|             | Tes-115-E      | Wet Bell Mill Method                                             | YES      |                                           |                         |                |  |
|             | Tes-117-E      | Triaxial Compression for Base Material (includes time)           | YES      |                                           |                         |                |  |
|             | Tes-119-E      | In-Place Density                                                 | YES      |                                           |                         |                |  |
|             |                | Thickness                                                        | YES      |                                           |                         |                |  |
| LIME        | Tes-600-J      | Lime Testing Procedure                                           | YES      | Required for all flexible bases (Caliche) |                         |                |  |
|             |                |                                                                  |          |                                           |                         |                |  |
| HOT MIX     | Tes-207-F      | Determining Density of Compacted Bituminous Mixtures             | YES      |                                           |                         |                |  |
|             | Tes-208-F      | Test for Stabilometer Value of Bituminous Mixtures               | Optional |                                           |                         |                |  |
|             | Tes-310-F      | Deter. Asph. Content of Bituminous Mixtures by Extraction        | YES      |                                           |                         |                |  |
|             | Tes-320-F      | Combined HMAAC Cold Belt Sampling and Testing Procedures         | YES      |                                           |                         |                |  |
|             | Tes-330-F      | Deter. Asph. Content from Asph. Paving Sand, by Ignition Method  | Optional |                                           |                         |                |  |
|             | Tes-312-E      | Determining Moisture Content of Bituminous Mixtures              | NO       |                                           |                         |                |  |
|             | Tes-313-E      | Determining Hydrocarbon - Bitaste Content of Bituminous Mixtures | NO       |                                           |                         |                |  |
| EMBANKMENTS | Tes-114-E      | Laboratory Compaction Charact. & Moist. - Density Relat. Of      |          |                                           |                         |                |  |
|             |                | Subgrade & Embankment Soils                                      | NO       |                                           |                         |                |  |
|             | Tes-119-E      | In-Place Density                                                 | NO       |                                           |                         |                |  |
|             |                | Team SCHDT Bulletin C-14                                         | NO       |                                           |                         |                |  |
|             | ASTM-D-2950.76 |                                                                  | NO       |                                           |                         |                |  |
|             | AASHTO-T-168   |                                                                  | NO       |                                           |                         |                |  |

1) Testing for this procedure has been performed and passed.

Prepared and Checked By:

Signature:   
Printed Name: Ricardo Hinojosa, P.E.

Date: 12-30-08

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. 2 in the amount of Forty Thousand, Six Hundred Eighty  
Dollars and 88/100 (\$ 40,681.88) and other good and  
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the  
undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that  
the undersigned has or hereafter has on the above mentioned real property on account of any labor  
performed or materials furnished or to be furnished or labor performed and materials furnished by the  
undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may  
have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection  
and construction of such improvements on the Property have been fully paid and satisfied and Undersigned  
does further guarantee that if for any reason a lien or liens are filed for material or labor against said  
Property arising out of any 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.

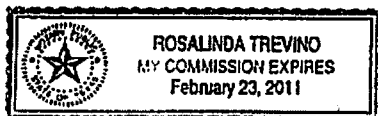
Valley Paving, Inc.

CONTRACTOR

By: [Signature] Oscar Cordova, President

TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 16<sup>th</sup> day of December, 2008, to  
certify which witness my hand and seal of office.



Rosalinda Trevino  
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 02/23/11





Form 352 (Rev. 12/82)  
Page 1 of 1  
(GSD-EPC Word 97)

# Contract Time Statement

ESTIMATE NO. 2 CONTRACTOR Valley Paving, Inc.  
PROJECT NO. CAP-08-008-03-26-ERM COUNTY Hidalgo DATE WORK BEGAN \_\_\_\_\_  
TIME COMPUTED FROM \_\_\_\_\_ DATE WORK COMPLETED \_\_\_\_\_

| MONTH  | DATE OR DAYS | WORKING DAYS CHARGED | DAYS CREDITED AND REASONS THEREFORE                                 |
|--------|--------------|----------------------|---------------------------------------------------------------------|
| NOV.   | 18           | 1                    | 7 1/2 King Dr. - Dumping caliche & work caliche for densities       |
|        | 19           | 1                    | 7 1/2 King Dr. - Blue top caliche & cut to grade - Densities Passed |
|        | 20           | 1                    | 7 1/2 King Dr. - Finished caliche to Prime                          |
|        |              |                      | Royal Dr. - Recheck Subgrade before dumping Lime                    |
|        |              |                      | King Dr. - Lay asphalt on 3 Drives                                  |
|        | 21           |                      | 0 No Work                                                           |
|        | 24           | 1                    | 7 1/2 Royal Dr. - Dumping Lime, working it & Mixing                 |
|        | 25           | 1                    | 7 1/2 Royal Dr. - Continued with Lime & Picked up Pictor            |
|        |              |                      | King Dr. - Primed caliche Base                                      |
|        | 26           | 1                    | 7 Royal Dr. - Finished Lime - Blue top & took densities             |
| DEC.   |              |                      | King Dr. - Finished Priming Caliche                                 |
|        | 27           | 1                    | 0 Thanksgiving Holiday                                              |
|        | 28           | 1                    | 0 Thanksgiving Holiday                                              |
|        | 1            | 1                    | 7 1/2 Royal Dr. - Dumping caliche                                   |
|        | 2            | 1                    | 7 1/2 King Dr. - Paving Street                                      |
|        | 3            | 1                    | 7 1/2 Royal Dr. - Dumping caliche                                   |
|        | 4            | 1                    | 7 1/2 Royal Dr. - Set caliche for densities under curb & Gutter     |
|        |              |                      | Densities Passed                                                    |
|        | 5            | 1                    | 0 No Work                                                           |
|        | 8            | 1                    | 7 1/2 Royal Dr. - Poured Curb & Gutter                              |
|        | 9            | 1                    | 7 1/2 Royal Dr. - Backfill Curb & Gutter & dumping caliche          |
|        | 10           | 1                    | 0 No Work - Rained out                                              |
|        | 11           | 1                    | 7 1/2 Royal Dr. - Continued back fill, dress up & dumping caliche   |
|        | 12           | 1                    | 5 Royal Dr. - Start concrete driveways & continued dumping caliche  |
|        |              |                      |                                                                     |
|        | 15           | 1                    | 7 1/2 Royal Dr. - Continued concrete driveways & dumping caliche    |
|        |              |                      | & backfill driveways                                                |
|        | 16           | 1                    | 0 No Work - Cold & drizzle                                          |
|        |              |                      |                                                                     |
|        |              |                      |                                                                     |
| TOTALS |              |                      | 0 0                                                                 |

NO. OF CONTRACT WORKING DAYS \_\_\_\_\_ NO. WORKING DAYS CHARGED TO DATE 0  
ASSESSED LIQUIDATED DAMAGES: NO. \_\_\_\_\_ PER DAY'S \_\_\_\_\_ 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, 1996

Progress Estimate

03-26

Project: Hidalgo County Pct. No. 3  
Villa Capri Subdivision

Project No.: CAP-08-008-03-26 LRM Estimate No. 2  
For Period from 11/17/08 to 12/16/08

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: \$ 89,733.09

Less Amount Due Retained: (8,973.31)  
Less Previous Payments: (40,077.90)

AMOUNT DUE TO CONTRACTOR: \$ 40,681.88

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: 12/16/08 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: 12-30-08

OWNER'S ACCEPTANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

VALLEY PAVING INC.  
321 E. 2 MILE LINE  
MISSION, TX. 78574

PHONE (855) 585-5808  
PHONE (855) 581-1370  
FAX (855) 584-0057

TO: HIDALGO CO. PCT.3  
C/O HINOJOSA ENGINEERING  
108 W. 18TH. ST.  
MISSION, TX. 78572

PAYMENT  
REQUEST #2

DATE: 12/16/2008

PROJECT: HIDALGO COUNTY PCT.3-VILLA CAPRI (ROADWAY CONSTRUCTION)

PAGE 1

| ITEM<br>NUMBER                       | DESCRIPTION                            | ESTIMATED UNIT<br>QUANTITIES | UNIT<br>PRICE | CONTRACT<br>TOTAL | COMP.<br>TO DATE | TOTAL<br>AMOUNT |
|--------------------------------------|----------------------------------------|------------------------------|---------------|-------------------|------------------|-----------------|
| 100                                  | PREPARING ROW                          | 10.63 STA.                   | \$ 855.00     | \$ 8,088.85       | 10.63            | \$ 8,088.85     |
| 110                                  | EXCAVATION                             | 1445 CY                      | \$ 4.20       | \$ 8,069.00       | 1445             | \$ 8,069.00     |
| 247                                  | FLEXIBLE BASE                          | 735 CY                       | \$ 21.45      | \$ 15,785.75      | 735              | \$ 15,785.75    |
| 251                                  | REWORKING BASE MATERIAL (DC) (TY D CL2 | 735 CY                       | \$ 8.80       | \$ 4,263.00       | 735              | \$ 4,263.00     |
| 282                                  | LIME TREATMENT FOR BASE (B)            | 2835 SY                      | \$ 1.50       | \$ 4,252.50       | 2835             | \$ 4,252.50     |
| 282                                  | LIME FOR BASE (TY A OR B)              | 15.73 TON                    | \$ 127.88     | \$ 2,011.24       | 15.73            | \$ 2,011.24     |
| 310                                  | PRIME COAT (MC-30)                     | 570 GAL                      | \$ 3.85       | \$ 2,251.50       | 285              | \$ 1,125.75     |
| 340                                  | ASPHALT CONCRETE PAVEMENT TYPE "D"     | 242.38 TON                   | \$ 88.05      | \$ 18,007.88      | 122              | \$ 8,058.10     |
| 502                                  | BARRICADES SIGNS & TRAFFIC HANDLING    | 1.5 MO                       | \$ 1,500.00   | \$ 2,250.00       | 1.5              | \$ 2,250.00     |
| 508                                  | CONSTRUCTION EXITS (TY2) (INSTALL)     | 145 SY                       | \$ 40.00      | \$ 5,800.00       | 145              | \$ 5,800.00     |
| 508                                  | CONSTRUCTION EXITS (TY2) (REMOVE)      | 145 SY                       | \$ 20.00      | \$ 2,900.00       | 145              | \$ 2,900.00     |
| 5249                                 | TEMP SEDIMENT CONTROL FENCE (INSTALL)  | 260 LF                       | \$ 4.00       | \$ 1,040.00       | 260              | \$ 1,040.00     |
| 5249                                 | TEMP SEDIMENT CONTROL FENCE (REMOVE)   | 260 LF                       | \$ 1.50       | \$ 390.00         | 0                | \$ -            |
| 529                                  | CONCRETE CURB & GUTTER                 | 0 LF                         | \$ 6.25       | \$ -              | 2300             | \$ 12,075.00    |
| 530                                  | TURN-OUTS (ASPH CONC-PAV)              | 145 SY                       | \$ 11.20      | \$ 1,624.00       | 145              | \$ 1,624.00     |
| 644                                  | SMALL ROAD SIGN (TY A)                 | 2 EA                         | \$ 500.00     | \$ 1,000.00       | 0                | \$ -            |
| 484                                  | RCP (CL III) (15")                     | 345 LF                       | \$ 15.50      | \$ 5,347.50       | 0                | \$ -            |
| 484                                  | RCP (CL III) (18")                     | 108 LF                       | \$ 17.50      | \$ 1,890.00       | 0                | \$ -            |
| 487                                  | SAFETY END TREATMENT                   | 4 EA                         | \$ 600.00     | \$ 2,400.00       | 0                | \$ -            |
| 630                                  | DRIVEWAYS (TY PRB-1) (ACP) (1")        | 73 SY                        | \$ 11.20      | \$ 817.60         | 73               | \$ 817.60       |
| 630                                  | DRIVEWAYS (TY PRB-1) (CONCRETE)        | 345 SY                       | \$ 38.60      | \$ 13,048.75      | 345              | \$ 12,592.50    |
| TOTAL CONTRACT AMOUNT                |                                        |                              |               | \$ 88,217.37      |                  |                 |
| TOTAL AMOUNT DUE & COMPLETED TO DATE |                                        |                              |               |                   |                  | \$ 89,733.09    |

**Prevailing Wage Rates  
Certification Statement**

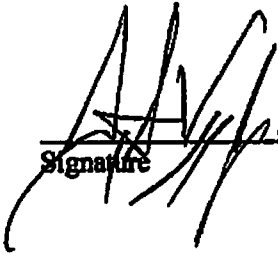
Date: December 31, 2008

Project Name: Villa De Capri CSJ#: 2C1080784

Contractor: Valley Paving, Inc. Application# 2

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

or similar  
and by

# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 585-0761  
600 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: Lined Subgrade

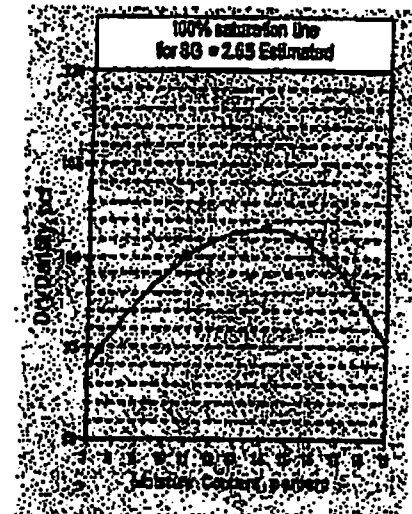
Page 1 of 2

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  | 17.8 |
| Dry Density (pcf): | 94.8 | 106.0 | 121.5 | 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, 106-E, 108-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*

Ricardo A. Gil, Lab Manager

**L&G Engineering Laboratory**  
 Construction Material Testing  
 Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-076  
 900 S. Stewart Rd. Sta. 6 Mission, TX 78572 (956) 563-711

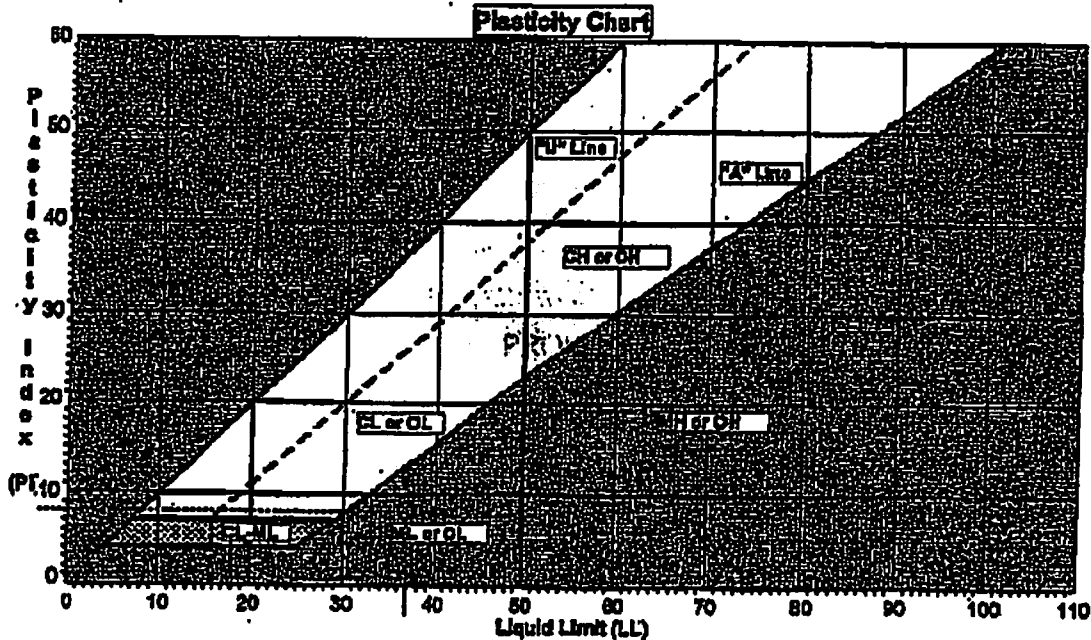
## PROCTOR TEST REPORT

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: LB # 1

Page 2 of 2



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*  
 Ricardo A. Gil, Lab Manager

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE MATERIALS TESTED AND OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES, NOR DO THEY REPRESENT AN ONGOING QUALITY CONTROL 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 CMTS SYSTEM



2100 W. Expressway 83 Mercedes, TX 78570 (856) 585-071  
900 S. Stewart Rd. Ste. 8 Mission, TX 78572 (856) 583-711

### 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

Page 1 of 1

| <u>Sieve</u> | <u>% Retained</u> | <u>Low</u> | <u>High</u> |
|--------------|-------------------|------------|-------------|
| 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

Respectfully Submitted,  
L&G Engineering Laboratory

  
Ricardo A. Gil, Lab Manager



2100 W. Expressway 83 Mercedes, TX 78570 (856) 565-07  
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (856) 583-71

## 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

Page 1 of 1

Material Description Lined Subgrade  
Required % Proctor 85 Moisture Tolerance -2 + 3  
Proctor No. Optimum % Moisture Opt. Density, LB/CF  
LS # 1 104.2 101.8

| Test No. | Test Location                              | Proctor No | Moisture Content | Dry Density | Percent Compaction | Inches |
|----------|--------------------------------------------|------------|------------------|-------------|--------------------|--------|
| 1        | King James P.O.C. Centerline               | LS # 1     | 14.8%            | 109.8 pcf   | 108.0% (Pass)      | 6"     |
| 2        | King James Sta. 3 + 50.4' S. of Centerline | LS # 1     | 14.6%            | 108.8 pcf   | 105.0% (Pass)      | 6"     |
| 3        | King James Center of Cul-de-Sac Centerline | LS # 1     | 15.8%            | 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

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



2100 W. Expressway 83  
 Harlingen, TX 78570 (956) 865-07  
 800 S. Stewart Rd, Ste. 6  
 Mission, TX 78572 (956) 863-71

# FIELD DENSITIES TEST REPORT

Project Description: Villa De Capri Subdy.  
 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

Page 1 of 1

Material Description Kings Street Undercurb Curbstone

Required % Proctor 12.16 Moisture Tolerance -2+3

Proctor No Optimum % Moisture 8.5  
 Opt. Density, LB/CF 121.8

| Test No. | Test Location | Proctor No | Moisture Content | Dry Density | Percent Compaction | Inches |
|----------|---------------|------------|------------------|-------------|--------------------|--------|
|----------|---------------|------------|------------------|-------------|--------------------|--------|

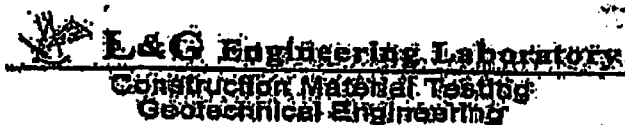
|   |                                                       |      |       |           |               |    |
|---|-------------------------------------------------------|------|-------|-----------|---------------|----|
| 1 | King St. Station 0+80 Undercurb Eastside              | C-61 | 11.2% | 138.4 pcf | 113.8% (Pass) | 4" |
| 2 | King St. Station 2+76 Undercurb Southside             | C-61 | 12.8% | 138.8 pcf | 112.5% (Pass) | 4" |
| 3 | King St. Station 3+70 Undercurb Northside of Culdeeso | C-61 | 8.7%  | 133.1 pcf | 109.5% (Pass) | 4" |

Remarks: Test results are in general compliance with the project specifications except as noted.  
 Test Method: ASTM D2922, D3017

Orig: Hidalgo County Pct. 3 (P&S) (Hidalgo County Pct. 3)  
 1-cc Hinojosa Engineering  
 1-cc Valley Paving  
 1-cc Laboratory

Respectfully Submitted,  
 L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-07  
900 S. Stewart Rd. Ste. 8 Mission, TX 78572 (956) 563-71

## 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: R008  
Sample Date: 11/12/2008  
Date Reported: 11/12/2008

Page 1 of 1

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

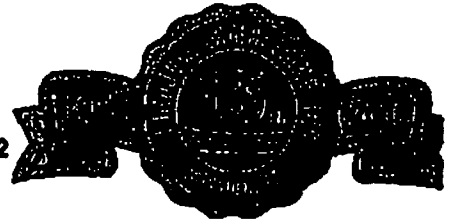
Respectfully Submitted,  
L&G Engineering Laboratory

L&G  
is cast on the pl  
in 1 tripped, 15

Ricardo A. Gil, Lab Manager



**HINOJOSA ENGINEERING, INC.**  
STRUCTURAL ENGINEERING • CIVIL ENGINEERING  
LAND SURVEYING  
108 W. 18TH ST. MISSION, TEXAS 78572



**TRANSMITTAL LETTER**

**PROJECT:** Villa de Copan  
Subdivision

**PROJECT #**

**DATE:** 12/30/09

**TO:** Pet. 2

If enclosures are not as noted, please  
Inform us immediately.

If checked below, please,

- ( ) Acknowledge receipt of enclosure.  
( ) Return enclosures to us.

**ATTN:** Agapito Vargas

**WE TRANSMIT:**

- (☒) **HEREWITH** ( ) **UNDER SEPERATE COVER VIA** \_\_\_\_\_  
( ) **IN ACCORDANCE WITH YOUR REQUEST** \_\_\_\_\_

**FOR YOUR:**

- (☒) **APPROVAL** ( ) **RECORD** ( ) **INFORMATION**  
( ) **REVIEW & COMMENT** ( ) **DISTRIBUTION TO PARTIES**

**THE FOLLOWING:**

- ( ) **DRAWINGS** ( ) **SHOP DRAWING REPRODUCIBLES** ( ) **SAMPLES**  
( ) **SPECIFICATIONS** ( ) **SHOP DRAWING PRINTS** ( ) **PRODUCT LITERATURE**  
( ) **CHANGE ORDER** ( ) **OTHER** \_\_\_\_\_

| COPIES | DATE     | DESCRIPTION                                                            |
|--------|----------|------------------------------------------------------------------------|
| 1      | 12/30/09 | Application for Permit No. 2<br>Subdivision of Copan<br>Agapito Vargas |
|        |          |                                                                        |
|        |          |                                                                        |
|        |          |                                                                        |

**REMARKS:**

**COPIES TO:**

File

RECEIVED

Villa Jackson

DEC 30 09

RECEIVED

RECEIVED

Border Colonia Access Program  
Checklist for Documentation Required for Road Construction

Contractor: Valley Paving, Inc.  
 Contact Amount: \$ 98,217.37  
 Project/Precinct: Villa De Capri / Pct. 3.  
 Owner's Contract No.: CAP-08-008-04-22 *62*

| Item | Required Documents                                                                         | Submitted & Reviewed | Approved | Comments: |
|------|--------------------------------------------------------------------------------------------|----------------------|----------|-----------|
|      | <b>INITIATION OF PROJECT:</b>                                                              |                      |          |           |
| 1    | Approval to Bid (Purchasing)                                                               |                      |          |           |
| 2    | Contract - Signed and Executed                                                             |                      |          |           |
| 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                                   |                      |          |           |
|      | <b>PAYMENT REQUESTS, INCLUDING FINAL:</b>                                                  |                      |          |           |
| 8    | Application and Certification 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)                                                  |                      |          |           |
|      | <b>RETAINAGE PAYMENT:</b>                                                                  |                      |          |           |
| 16   | Punch List                                                                                 |                      |          |           |
| 17   | Certificate of Construction Completion                                                     |                      |          |           |
| 18   | Approval by Commissioner'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-13215

17.J.1.

**Weidenhammer Systems Corp. Renewal Maintenance & Support Services Agreement**  
**CC REGULAR**

**Date:** 01/13/2009  
**Submitted By:** Matilde Faz, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department      **Purchasing only:** Auditor's Office

---

**Information**

**CAPTION**

A. Requesting approval of an "order" granting exemption from competitive bidding requirements under Texas Local Government Code, Section 262.024 (a)(7)((A) 'an item that can only be obtained from a sole source because of the existence of patents, copyrights (i.e. proprietary software) in connection with maintenance and support services of the financial accounting and human resources system software for the Hidalgo County Auditor's Office;

B. Approval of a "Sole Source Declaration" with authority to purchase and enter into a 12-month renewal maintenance and support services agreement with "WEIDENHAMMER SYSTEMS CORP." , fka, Information Design Inc. (IDI) for the Auditor's Department through Requisition #145762 in an amount not to exceed \$35,011.00 for the year - effective: 01/01/09 - 12/31/09

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2009      **ACCT. #:** 9-1100-415-21-170-001-0-336

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

**BUDGETARY IMPACT:**

Req # 145762 in the amount of \$35,011.00 as of 01-08-09.

---

**Attachments**

Link: [Weidenhammer System Agreement](#)

Link: [Weidenhammer Systems Sole Source Declaration Memo](#)

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**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 01/07/2009 05:00 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 01/08/2009 07:46 AM | APRV   |
| 3         | Veronica Lopez        | Veronica Lopez | 01/08/2009 02:37 PM | APRV   |
| 4         | Auditor's Office      |                | 01/09/2009 05:30 PM | NEW    |

---

Form Started By: Matilde Faz

Started On: 01/06/2009 03:09  
PM

Final Approval Date: 01/09/2009

---

**Requisition**  
**HIDALGO COUNTY AUDITOR'S OFFICE**

Req # 00145762

PO #

Date: 12/31/08

*Regular # 13215  
1/13/09*

Bill To:   x  
              x

**Vendor :**   348589  
WEIDENHAMMER SYSTEMS CORP.  
5670 GREENWOOD PLAZA BOULEVARD  
**SUITE 340**  
GREENWOOD VILLAGE CO 80111  
FAX (610)378-9409

**Ship To:**   HIDALGO COUNTY AUDITOR'S OFFICE  
2808 S BUSINESS HWY 281  
EDINBURG TX 78539-6243

**Contact:**   **R. EUFRACIO**  
956-318-2511

**Contract No:**

**Special Instructions:**

| QUANTITY | UOM  | DESCRIPTION                                                                                                | UNIT PRICE  | AMOUNT    |
|----------|------|------------------------------------------------------------------------------------------------------------|-------------|-----------|
|          |      | ALIO MAINTENANCE AND SUPPORT SERVICES RENEWAL CONTRACT AGREEMENT FOR THE PERIOD OF 01/01/2009 - 12/31/2009 |             |           |
| 1.00     | YEAR | HUMAN RESOURCE SYSTEM                                                                                      | 10,383.00   | 10,383.00 |
| 1.00     | YEAR | SALARY ADMINISTRATION                                                                                      | 2,023.00    | 2,023.00  |
| 1.00     | YEAR | SALARY ADMINISTRATION / POSITION CONTROL                                                                   | 2,228.00    | 2,228.00  |
| 1.00     | YEAR | FINANCIAL ACCOUNTING SYSTEM                                                                                | 10,307.00   | 10,307.00 |
| 1.00     | YEAR | BUDGETARY PREPARATION SYSTEM                                                                               | 3,034.00    | 3,034.00  |
| 1.00     | YEAR | CHECK RECONCILIATION SYSTEM                                                                                | 438.00      | 438.00    |
| 1.00     | YEAR | ORACLE DB STANDARD EDITION                                                                                 | 896.00      | 896.00    |
| 1.00     | YEAR | FIXED ASSET INVENTORY SYSTEM                                                                               | 2,120.00    | 2,120.00  |
| 1.00     | YEAR | ORACLE APP ENTERPRISE EDITION                                                                              | 3,582.00    | 3,582.00  |
|          |      | Account No _____                                                                                           | Encumbrance |           |
|          |      | 9-1100-415-21-170-001-0-336                                                                                | 35,011.00   |           |
|          |      |                                                                                                            | Freight     | .00       |
|          |      |                                                                                                            | Total       | 35,011.00 |
|          |      | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233                                                       |             |           |

**Authorized By:** \_\_\_\_\_



## Alio Maintenance Renewal

MR RAY EUFRACIO  
HIDALGO COUNTY AUDITOR'S OFFICE  
ATTN RAY EUFRACIO CPA  
DEINBURG, TX 78539

**Contract End Date: 12/31/08**

Dear MR RAY EUFRACIO

On behalf of the Weidenhammer Education Solutions Team, thank you for your continued confidence in our administrative software solutions. Our Team has grown in numbers over this past year, and as a result we have been able to provide your district with numerous releases as we strive to deliver superior products and support. We are sending you this letter because your annual application support contract is about to expire. To ensure that support for your administrative software products remains uninterrupted, we encourage you to renew this support.

Weidenhammer's Maintenance Renewal Authorization provides a summary description of Alio applications for which you receive support. This signed Alio Maintenance Renewal Authorization needs to be returned to the attention of Shelly Grier, Sr. Administrator, prior to your contract end date. Completed forms can be faxed to (610) 396-4820.

**Note: Please verify the contact information is correct. If any of this information is incorrect, please mark the change(s) on the Alio Maintenance Renewal Authorization Sheet so we can update our Call Tracking System.**

| Product Description           | Maintenance Renewal Fee |
|-------------------------------|-------------------------|
| HUMAN RESOURCE SYSTEM         | \$10,383.00             |
| SALARY ADMINISTRATION         | \$2,023.00              |
| SALARY ADMIN/POSITION CONTROL | \$2,228.00              |
| FINANCIAL ACCOUNTING SYSTEM   | \$10,307.00             |
| BUDGETARY PREPARATION SYSTEM  | \$3,034.00              |
| CHECK RECONCILIATION SYSTEM   | \$438.00                |
| ORACLE DB STANDARD EDITION    | \$896.00                |
| FIXED ASSET INVENTORY SYSTEM  | \$2,120.00              |



ORACLE APP ENTERPRISE EDITION

\$3,582.00

**Total**

**\$35,011.00**

Thank you for partnering with Weidenhammer for your administrative software solutions needs. I want to personally assure you of our utmost efforts to ensure the success of our partnership. Moreover, we are hopeful of maintaining a long and mutually beneficial relationship.

In closing, allow me to thank you for the confidence expressed in Weidenhammer. If, at any time, you have questions or need the assistance of myself or our staff, please do not hesitate to call.

Very truly yours,



Samuel Morgan, Director  
Weidenhammer Systems Corporation

9 -1100-415-21-170-001-0-336

INVOICE RECEIVED BY:

Agado ON 11/5/2008

GOODS/SERVICES RECEIVED BY:

\_\_\_\_\_ ON \_\_\_\_\_



# Weidenhammer

Innovative technology • effective solutions • since 1978

## Alto Maintenance Renewal Authorization

MR RAY EUFRACIO  
HIDALGO COUNTY AUDITOR'S OFFICE  
ATTN RAY EUFRACIO CPA  
DEINBURG, TX 78539

**Contract End Date: 12/31/08**

### Maintenance Renewal Summary

Specified below is a summary description of the Maintenance Renewal for which Weidenhammer Systems Corporation (WSC) is requesting authorization to invoice your District.

**Note: Please verify that the contact information is correct. If any of this information is incorrect, please mark the change(s) on this sheet so we can update our Call Tracking System.**

| Product Description           | Maintenance Renewal Fee |
|-------------------------------|-------------------------|
| HUMAN RESOURCE SYSTEM         | \$10,383.00             |
| SALARY ADMINISTRATION         | \$2,023.00              |
| SALARY ADMIN/POSITION CONTROL | \$2,228.00              |
| FINANCIAL ACCOUNTING SYSTEM   | \$10,307.00             |
| BUDGETARY PREPARATION SYSTEM  | \$3,034.00              |
| CHECK RECONCILIATION SYSTEM   | \$438.00                |
| ORACLE DB STANDARD EDITION    | \$896.00                |
| FIXED ASSET INVENTORY SYSTEM  | \$2,120.00              |
| ORACLE APP ENTERPRISE EDITION | \$3,582.00              |
| <b>Total</b>                  | <b>\$35,011.00</b>      |

WE HAVE READ AND AGREE TO THE RENEWAL INFORMATION AND CONDITIONS OF THE PROJECT DESCRIBED ABOVE AND AUTHORIZE WEIDENHAMMER SYSTEMS CORPORATION TO INVOICE US FOR THIS ONGOING CIMS SUPPORT. WE RECOGNIZE THAT BY SIGNING THIS DOCUMENT, WE INDICATE OUR DESIRE TO PARTICIPATE IN THE UPCOMING ANNUAL SUPPORT/ENHANCEMENT PLAN.

---

Authorized Signature

---

Print name, title, and date:



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**

**“SOLE SOURCE DECLARATION”**

To: Hidalgo County Commissioners Court

From: Martha L. Salazar  
Hidalgo County Purchasing Agent *mls*

Date; January 13, 2008

Re: “Sole Source Declaration” - Weidenhammer Systems Corp.

---

On September 25, 2001, the Commissioners Court, after exempting from competitive bidding under LGC 262.024 (a)(7), approved an upgrade to the existing financial accounting system including a Software License and Support Agreement with Information Design, Inc.

Since then, the Commissioners Court has approved the Software License and Support Agreement renewals with Information Design, Inc.

On January 1, 2007, we were notified by Information Design, Inc. that it was being acquired by Weidenhammer Systems Corporation.

On August 1, 2007, Weidenhammer sent notice that they were changing the name of their software from Sage to Alio.

Therefore, the Hidalgo County Auditors Office requires the continued renewal of the Software License and Support Agreement with Weidenhammer Systems Corporation.

## Martha Salazar

---

**From:** Linda Fong [linda.fong@auditor.co.hidalgo.tx.us]  
**Sent:** Wednesday, January 07, 2009 3:28 PM  
**To:** Martha Salazar  
**Cc:** Raymundo Eufracio (Raymundo Eufracio)  
**Subject:** Maintenance Agreement Renewal for alio

Marty,

Here is the information you requested:

- On September 25, 2001, the Commissioners Court, after exempting from competitive bidding under LGC 262.024(a)(7), approved an upgrade to the existing financial accounting system including a Software License and Support Agreement with Information Design, Inc.
- Since then, the Commissioners Court has approved the Software License and Support Agreement renewals with Information Design, Inc.
- On January 1, 2007, we were notified by Information Design, Inc. that it was being acquired by Weidenhammer Systems Corporation.
- On August 1, 2007, Weidenhammer sent notice that they were changing the name of their software from SAGE to **alio**.

If you need additional information, please let me know.

Linda Fong  
First Assistant Auditor

AI-13279

17.K.2.

**Extension of Acceptance date for RFP Section 125 Plan Administrator  
CC REGULAR**

**Date:** 01/13/2009

**Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Purchasing only:** Co. Wide

---

**Information**

**CAPTION**

A. Pursuant to Texas Local Government Code, 262.026 (a), notification and ratification of extension of RFP acceptance date (issued through Addendum #1 , if applicable, by Purchasing Agent) from January 14, 2009 to January 28, 2009 for professional services for Section 125 Plan Administrator (RFP No.: 2009-036-01-14CGV) so as to allow more time for timely submission of proposals to potential participants;

B. Ratification of the publication of an advertisement of "Extension" of acceptance date of RFP noted in item A above from 1-14-09 to 1-28-09.

**BACKGROUND**

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**Fiscal Impact**

---

**Attachments**

*No file(s) attached.*

---

**Form Routing/Status**

| Route Seq | Inbox                 | Approved By    | Date                | Status |
|-----------|-----------------------|----------------|---------------------|--------|
| 1         | Purchasing Department | Marty Salazar  | 01/08/2009 01:34 PM | APRV   |
| 2         | Budget & Management   | Veronica Lopez | 01/08/2009 03:02 PM | APRV   |
| 3         | Ivan Cantu            | Ivan Cantu     | 01/08/2009 04:21 PM | APRV   |
| 4         | Auditor's Office      |                | 01/09/2009 05:30 PM | NEW    |

Form Started By: Gricelda Villarreal  
Started On: 01/08/2009 11:57 AM

Final Approval Date: 01/09/2009

---

AI-13300

18.D.

Cause No. C-2972-08-A

CC REGULAR

**Date:** 01/13/2009  
**Submitted By:** Norma Silva, BUDGET & MANAGEMENT  
**Submitted For:** Valde Guerra  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Closed Session

---

**Information**

**CAPTION**

Cause No. C-2972-08-A; Jose Luis Vargas vs Sheriff Lupe Trevino and County of Hidalgo

**BACKGROUND**

---

**Fiscal Impact**

---

**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq                       | Inbox               | Approved By    | Date                            | Status |
|---------------------------------|---------------------|----------------|---------------------------------|--------|
| 1                               | Budget & Management | Veronica Lopez | 01/09/2009 02:20 PM             | APRV   |
| 2                               | Auditor's Office    |                | 01/09/2009 05:30 PM             | NEW    |
| Form Started By: Norma Silva    |                     |                | Started On: 01/09/2009 01:46 PM |        |
| Final Approval Date: 01/09/2009 |                     |                |                                 |        |

---

AI-13301

19.D.

Cause No. C-2972-08-A

CC REGULAR

**Date:** 01/13/2009  
**Submitted By:** Norma Silva, BUDGET & MANAGEMENT  
**Submitted For:** Valde Guerra  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Open Session

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**Information**

**CAPTION**

Cause No. C-2972-08-A; Jose Luis Vargas vs Sheriff Lupe Trevino and County of Hidalgo

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

| Route Seq                       | Inbox               | Approved By    | Date                            | Status |
|---------------------------------|---------------------|----------------|---------------------------------|--------|
| 1                               | Budget & Management | Veronica Lopez | 01/09/2009 01:54 PM             | APRV   |
| 2                               | Auditor's Office    |                | 01/09/2009 05:30 PM             | NEW    |
| Form Started By: Norma Silva    |                     |                | Started On: 01/09/2009 01:49 PM |        |
| Final Approval Date: 01/09/2009 |                     |                |                                 |        |

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