AI-13801 **6.B.**

Approval of Settlement Check-Sheriff

CC REGULAR

Date:	02/09/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office **Purchasing only:** Safety Division

Information

CAPTION

Safety Division:
Requesting approval to accept settlement check from Allstate Insurance Company in the amount of $485.00 for an auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 12/04/08
Sheriff Office
9-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 10:36 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	02/05/2009 02:09 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW
Form Started By: Aida Alvarez			Started On: 02/04/2009 10:20 AM	
Final Approval Date: 02/06/2009				

AI-13839 **6.C.**

Approval of claim -Superior Alarms - $107.95

CC REGULAR

Date:	02/09/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

DPS - Highway Patrol:
Approval of claim/invoice #S61163 in the amount of $ 107.95 from Superior Alarms for repair services rendered at the DPS Office in Weslaco with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor

BACKGROUND

Trooper in the Office was unaware of purchasing procedures, noticed alarm was not working properly and called Superior Alarms without obtaining purchase order. Staff has been advised as to the pruchasing procedures.

Funding - pending transfer of funds on AI 13835 - 2/9/09 agenda.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-115-027-0-431

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

BUDGETARY IMPACT:

Funds available pending transfer of funds on AI-13835, CC 02-09-09.

Attachments

Link: invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/05/2009 07:45 AM	APRV
2	Veronica Lopez	Veronica Lopez	02/05/2009 02:20 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Monica Badillo — Started On: 02/04/2009 05:16 PM

Final Approval Date: 02/06/2009

Superior Alarms
600 Ash. Ave P.O. Drawer 3097 McAllen, Texas 78501 Tel. (956) 682-6005 Fax (956) 661-6395

TEXAS DPS HIGHWAY PATROL
1414 N BICENTENNIAL
ATTN: GLENDY CORONADO
MCALLEN , TX 78501

Date : 08/12/08
Invoice # : S61163
PO Number :
AR Number : 1062

Terms: DUE UPON RECEIPT PHONE: 318-2605
Installation Address: 2812 SOUTH INTERNATIONAL

QTY	DESCRIPTION	EACH	PRICE
	CHECKED SECURITY SYSTEM. REPLACED INOPERATIVE BATTERY. TESTED SYSTEM, SYSTEM IS WORKING PROPERLY AT THIS TIME. 8/7/08 Ticket Number: 58616		
1	TECHNICAL SERVICE	$80.00	$80.00
1	BATTERY	$27.95	$27.95

INVOICE RECEIVED BY Glendy on 12/16/08
GOODS/SERVICES RECEIVED BY H.L. Cooks on

RECEIVED BY COUNTY AUDITOR 2008 DEC 22 PM 2:20

9/100-431-00-115-037-0-431

PLEASE PAY ON TIME TO AVOID FINANCE CHARGES.
Make checks payable to: SUPERIOR ALARMS
NOW PAY ONLINE!
www.superioralarms.com/billpay.html

Sub total:	$107.95
Sales tax:	$0.00
Less payments & credits:	$0.00
Total:	$107.95

1062 S 61163

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
100 East Cano
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 01/19/2009

TO:Glendy Coronado

DEPARTMENT:DPS

FROM:Lucy Quintero

PHONE: (956) 318-4624

REFERENCE:Invoice# S61163

THE FOLLOWING DOCUMENT (S), i.e. **SUPERIOR ALARMS** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

[ ] EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES

[ ] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE

[ ] AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT

[ ] VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE

[ ] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT

[ ] SIGNATURE OR DATE NOT PRESENT

[ ] SYSTEM SHOWS INVOICE PAID

[ ] INSUFFICIENT FUNDING IN ACCOUNT #_____AVAILABLE $.

[ ] NEEDS APPROVAL OF:

[ ] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS):

[ ] NEEDS CORRECTION (S):

[ ] NEEDS ADDITIONAL DOCUMENTATION i.e.,:

[X] OTHER:WE CAN'T PROCESS THIS INVOICE WITHOUT A PURCHASE ORDER. PLEASE, CONTACT PURCHASING DEPARTMENT.

PLEASE, CHARGE THIS INVOICE INTO THE 2009 ACCOUNT. WE ARE ALREADY CLOSING 2008.

[ ] COMMENTS / RECOMMENDATION:

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 01/2007

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

AI-13874 **6.D.**

Purchase of Security Gate

CC REGULAR

Date:	02/09/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion and action regarding the purchase/installation of a Security Gate for county owned premises to secure and protect employees and property

BACKGROUND

No backup information due to security reasons

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact at this time. Funding will be determined after CC takes action.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/05/2009 05:19 PM	APRV
2	Roland Garcia	Rolando Garcia	02/05/2009 05:24 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Monica Badillo — Started On: 02/05/2009 05:09 PM

Final Approval Date: 02/06/2009

AI-13855 **7.A.**

Proclamation-Engineers Week

CC REGULAR

Date:	02/09/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Raba Kistner
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Resolutions

Information

CAPTION

Proclamation proclaiming February 15-21, 2009 as "Texas Engineers Week"

BACKGROUND

Fiscal Impact

Attachments

Link: proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/05/2009 02:26 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/05/2009 04:10 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW
Form Started By: Monica Badillo			Started On: 02/05/2009 01:44 PM	
Final Approval Date: 02/06/2009				

PROCLAMATION

Whereas, *engineers have used their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs and to enhance the quality of life for Texans every day; and*

Whereas, *the engineering profession in Texas is dedicated to ensuring a diverse and well-educated future engineering workforce by increasing understanding of and interest in engineering and technology careers among young students; and*

Whereas, *Texas is home to thousands of engineers and Texans are urged to recognize the value of engineers in our daily lives as we depend more than ever on engineers to meet the challenges of the future; and*

Whereas, *the engineering profession in Texas has made significant contributions to the health, safety, welfare and economic well-being of the citizens of Texas and of the United States;*

Now therefore, I, J.D. Salinas, III, County Judge of Hidalgo County, *do hereby proclaim the week of February 15 through 21, 2009 to be* ***Texas Engineers Week*** *and urge official recognition whereof.*

Signed this 9th day of February, 2009.

_____

J.D. Salinas, III, County Judge

AI-13857 **8.B.**

Weedy lot citation - maximum fine

CC REGULAR

Date:	02/09/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Health Department
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Discussion and action regarding recommendation to Justice of the Peace Courts to impose the maximum punishable fine of $200.00 as allowed under Sec. 343.012 Criminal Penalty, Health and Safety Code relating to Section 343.011 (a) Public Nuissance (weedy lots, etc.) when Burn Ban is in effect

BACKGROUND

Due to Burn Ban approved on 1/28/09 - for 90 days

Fiscal Impact

Attachments

Link: code

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/05/2009 02:28 PM	APRV
2	Manuel Chapa	Manuel Chapa	02/05/2009 05:12 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Monica Badillo — Started On: 02/05/2009 02:00 PM

Final Approval Date: 02/06/2009

SUBCHAPTER B. PUBLIC NUISANCE PROHIBITED

Sec. 343.011. PUBLIC NUISANCE. (a) This section applies only to the unincorporated area of a county.

(b) A person may not cause, permit, or allow a public nuisance under this section.

Text of subsection as amended by Acts 2007, 80th Leg., R.S., Ch. 388, Sec. 1

(c) A public nuisance is:

(1) keeping, storing, or accumulating refuse on premises in a neighborhood unless the refuse is entirely contained in a closed receptacle;

(2) keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires, and cans, on premises in a neighborhood or within 300 feet of a public street for 10 days or more, unless the rubbish or object is completely enclosed in a building or is not visible from a public street;

(3) maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests;

(4) allowing weeds to grow on premises in a neighborhood if the weeds are located within 300 feet of another residence or commercial establishment;

(5) maintaining a building in a manner that is structurally unsafe or constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard;

(6) maintaining on abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four feet high and that has a latched and locked gate; and

(B) a cover over the entire swimming pool that cannot

be removed by a child;

(7) maintaining on any property in a neighborhood in a county with a population of more than 1.1 million a swimming pool that is not protected with:

(A) a fence that is at least four feet high and that has a latched gate that cannot be opened by a child; or

(B) a cover over the entire swimming pool that cannot be removed by a child;

(8) maintaining a flea market in a manner that constitutes a fire hazard;

(9) discarding refuse or creating a hazardous visual obstruction on:

(A) county-owned land; or

(B) land or easements owned or held by a special district that has the commissioners court of the county as its governing body;

(10) discarding refuse on the smaller of:

(A) the area that spans 20 feet on each side of a utility line; or

(B) the actual span of the utility easement; or

(11) filling or blocking a drainage easement, failing to maintain a drainage easement, maintaining a drainage easement in a manner that allows the easement to be clogged with debris, sediment, or vegetation, or violating an agreement with the county to improve or maintain a drainage easement.

Text of subsection as amended by Acts 2007, 80th Leg., R.S., Ch. 1366, Sec. 2

(c) A public nuisance is:

(1) keeping, storing, or accumulating refuse on premises in a neighborhood unless the refuse is entirely contained in a closed receptacle;

(2) keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture,

tires, and cans, on premises in a neighborhood or within 300 feet of a public street for 10 days or more, unless the rubbish or object is completely enclosed in a building or is not visible from a public street;

(3) maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests;

(4) allowing weeds to grow on premises in a neighborhood if the weeds are located within 300 feet of another residence or commercial establishment;

(5) maintaining a building in a manner that is structurally unsafe or constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard;

(6) maintaining on abandoned and unoccupied property in a neighborhood, or maintaining on any property in a neighborhood in a county with a population of more than 1.1 million, a swimming pool that is not protected with:

(A) a fence that is at least four feet high and that has a latched gate that cannot be opened by a child; or

(B) a cover over the entire swimming pool that cannot be removed by a child;

(7) maintaining a flea market in a manner that constitutes a fire hazard;

(8) discarding refuse or creating a hazardous visual obstruction on:

(A) county-owned land; or

(B) land or easements owned or held by a special district that has the commissioners court of the county as its governing body;

(9) discarding refuse on the smaller of:

(A) the area that spans 20 feet on each side of a utility line; or

(B) the actual span of the utility easement;

(10) filling or blocking a drainage easement, failing to maintain a drainage easement, maintaining a drainage easement in a manner that allows the easement to be clogged with debris, sediment,

or vegetation, or violating an agreement with the county to improve or maintain a drainage easement; or

(11) discarding refuse on property that is not authorized for that activity.

(d) This section does not apply to:

(1) a site or facility that is:

(A) permitted and regulated by a state agency for the activity described by Subsection (c); or

(B) licensed or permitted under Chapter 361 for the activity described by Subsection (c); or

(2) agricultural land.

(e) In Subsection (d), "agricultural land" means land that qualifies for tax appraisal under Subchapter C or D, Chapter 23, Tax Code.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 499, Sec. 3, eff. Sept. 1, 1991; Acts 1995, 74th Leg., ch. 771, Sec. 2, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 752, Sec. 1, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 523, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 355, Sec. 1, eff. September 1, 2005.

Acts 2005, 79th Leg., Ch. 1094, Sec. 12, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. 388, Sec. 1, eff. June 15, 2007.

Acts 2007, 80th Leg., R.S., Ch. 1366, Sec. 2, eff. June 15, 2007.

Sec. 343.0111. SPECIAL EXCEPTION OR VARIANCE TO PUBLIC NUISANCE CLASSIFICATION. (a) The commissioners court of a county by order may:

(1) describe the circumstances in which a special exception to the application of Section 343.011 is available to a person and may grant the special exception in a specific case if the commissioners court finds that the specific case fits within the special exception, that the grant of the exception promotes justice, that the grant of the exception is not contrary to the public interest, and that the grant of the exception is consistent with the

general purpose of Section 343.011; and

(2) authorize in a specific case not covered by a special exception a variance from the terms of Section 343.011 if the commissioners court makes the same findings in connection with the specific case that it makes in connection with a special exception under Subdivision (1) and finds that due to special conditions a literal enforcement of Section 343.011 would result in an unnecessary hardship.

(b) The commissioners court shall keep a record of its proceedings under this section and must include in the record a showing of the reasons for each decision made under this section.

Added by Acts 1995, 74th Leg., ch. 771, Sec. 3, eff. Aug. 28, 1995. Amended by Acts 1999, 76th Leg., ch. 752, Sec. 2, eff. Sept. 1, 1999.

Sec. 343.012. CRIMINAL PENALTY. (a) A person commits an offense if:

(1) the person violates Section 343.011(b); and

(2) the nuisance remains unabated after the 30th day after the date on which the person receives notice from a county official, agent, or employee to abate the nuisance.

(b) An offense under this section is a misdemeanor punishable by a fine of not less than $50 or more than $200.

(c) If it is shown on the trial of the defendant that the defendant has been previously convicted of an offense under this section, the defendant is punishable by a fine of not less than $200 or more than $1,000, confinement in jail for not more than six months, or both.

(d) Each day a violation occurs is a separate offense.

(e) The court shall order abatement of the nuisance if the defendant is convicted of an offense under this section.

AI-13803 **9.A.**

Cell Phone Delete Service
CC REGULAR

Date: 02/09/2009
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT

Information

CAPTION

Pursuant to Hidalgo County Telephone Policy, presentation for consideration, acceptance and approval of Cellular Request Form (to delete service) for the following elected official(s), department head(s), program director(s) and employee(s):

Department Name:	Name of Employee:	Plan:	Equipment Type:
JP 1 Pl 1	Judge Gilberto Saenz	BE 1000	IC 502

BACKGROUND

Fiscal Impact

Attachments

Link: Cell Phone Delete Service

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 11:26 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/05/2009 04:52 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW
Form Started By: Griselda Salazar			Started On: 02/04/2009 11:03 AM	
Final Approval Date: 02/06/2009				

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
☐ User Name Change
☒ Delete Service
☐ Other_____

(2) Requesting employee/position: Judge Gilberto Saenz 1-1

Employee ID #:_____ Office: JP1-1 **Budget Acct. #:** 9-1100-412-00-06 -001-0

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement ☐Emergency Response ☐Other:_____

(4) Describe how cell phone will be used:_____

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☒ BE1000	☐ Data Plan	☒ Equipment Type	☐ Equipment Cost
Plan Cost	$_____	$55.00	$55.00	C502	$_____

(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

Department Head / Elected Official

[signature]	Judge Gilberto Saenz	2-2-09
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

AI-13822 **10.A.**

2009 CTAT Membership Dues

CC REGULAR

Date:	02/09/2009
Submitted By:	Fred Zamarripa, TREASURER'S OFFICE
Submitted For:	Norma Garcia
Department:	TREASURER'S OFFICE
Agenda Category:	County Treasurer

Information

CAPTION

Treasurers Dept.:
Approval to make payment of the 2009 annual membership dues to the County Treasurers' Association of Texas in the amount of $175.00 for the County Treasurer and Office Manager with authority for County Treasuer to issue check after, review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-16-150-001-0-810

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

BUDGETARY IMPACT:

Available Balance as of 2-5-09 $1,260.00 to fund payment of the 2009 annual membership dues for the CTAT.

Attachments

Link: Invoice

Link: Fred Zamarripa affidavit

Link: Norma Garcia affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 03:16 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/05/2009 01:26 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Fred Zamarripa Started On: 02/04/2009 02:32 PM

Final Approval Date: 02/06/2009

County Treasurers' Association of Texas
Invoice for 2009 Dues

Payment of annual dues are made payable to CTAT in January of each year. A member whose dues are not paid will not be eligible for the Treasurer List Serve, entitled to vote, hold office or serve on any committee of CTAT. Each member in good standing, upon payment of dues, shall receive a membership card which will certify each Treasurer as a member of CTAT. In addition to each County Treasurer, CTAT allows you to have your Deputy/Assistant Treasurers eligible for membership also.

Please provide the following information:

County Treasurer Name NORMA G. GARCIA
County HIDALGO
Office Address 2810 SOUTH BUSINESS HWY 281
City EDINBURG, TX 78539-6243
Phone (956) 318-2506 Fax (956) 318-2507
Email Address norma.garcia@treasurer.co.hidalgo.tx.us

Assistant Name ALFREDO ZAMARRIPA
Title OFFICE MANAGER

Assistant Name _____
Title _____
(make additional copies as needed)

Treasurer	1	@	$150.00	=	$150.00
Assistants	1	@	$ 25.00	=	25.00
County Treasurers' Resource Guide (Each county is required to have one Copy of the CD as county property)	___	@	$ 40.00	=	_____

Invoice Date: January 16, 2009
Payment due date: January 31, 2009

Total Remittance: $ 175.00

Make Check Payable to:
CTAT % Kelli R. White, Smith County Treasurer
200 E. Ferguson, Suite #402
Tyler, TX 75702
(Return a completed copy of this invoice with payment)

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Alfredo Zamarripa, do hereby state that my membership in the County Treasurers' Association of Texas 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: Alfredo Zamarripa DATE: February 04,2009

TITLE: Office Manager

Before me Angela Garcia, a Notary Public, appeared Alfredo Zamarripa, 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.

ANGELA GARCIA
Notary Public, State of Texas
My Commission Expires
07-26-2012

Angela Garcia
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, Norma G. Garcia, do hereby state that my membership in the County Treasurers' Association of Texas 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: Norma G. Garcia DATE: 02/05/09

TITLE: County Treasurer

Before me Alfredo Zamarripa, a Notary Public, appeared Norma G. Garcia, 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.

NOTARY PUBLIC
STATE OF TEXAS
ALFREDO ZAMARRIPA
My Commission Expires
October 05, 2011
(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

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

AI-13845 **10.B.**

2009 (CDCA) Membership Dues

CC REGULAR

Date:	02/09/2009
Submitted By:	Stephanie Palacios, DISTRICT CLERK
Submitted For:	Laura Hinojosa
Department:	DISTRICT CLERK
Agenda Category:	Budget and Management

Information

CAPTION

District Clerks Office:
Requesting approval to pay the 2009 County & District Clerks' Association, membership dues in the total amount of $110.00 for Laura Hinojosa, with authority for County Treasurer to issue check after review, audit, and processing procedures are complete by the County Auditor.

BACKGROUND

The purpose of the CDCA is to promote professional standards, to provide the means for the education of its members regarding the statutory and constitutional duties of the offices of the county clerk and the district clerk, and to participate in the legislative, judicial and executive processes of state government beneficial in the performance of the members' duties.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-090-001-0-810

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

BUDGETARY IMPACT:

Available Balance as of 2-5-09 $130.00; requisition #146994 is pending posting on SAGE acct system.

Attachments

Link: CDCA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/05/2009 04:30 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/05/2009 04:43 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Stephanie Palacios — Started On: 02/05/2009 10:07 AM

Final Approval Date: 02/06/2009

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **Laura Hinojosa**, do hereby state that my membership in the **County & District Clerks' Association of Texas** 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: Laura Hinojosa DATE: **02/05/09**

TITLE: **Hidalgo County District Clerk**

Before me **Stephanie Palacios**, a Notary Public, appeared **Laura Hinojosa**, 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.

STEPHANIE PALACIOS
MY COMMISSION EXPIRES
September 8, 2009

(S E A L)

Stephanie Palacios
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

Please call if you believe your payment has been made to confirm receipt.

COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

Treasurer
Joyce Hudman
County Clerk
Brazoria County

111 E. Locust, Ste 200
Angleton, TX 77515
979-864-1370

Payable within 30 Days of this Statement

Scale of Dues

Counties with Population:	Less than 20,000	$	80.00
	20,000 - 50,000	$	85.00
	50,000 - 100,000	$	95.00
	100,000 and Over	$	110.00
Employees & Retired Clerks	Associate Members	$	45.00
Election/Court Admin.	Affiliate Members	$	45.00
Vendors & Employees	Corporate Members	$	125.00
	AMOUNT PAID	$_____	

IMPORTANT NOTICE

Please list below all current information and **return this copy** with your dues payment to the above address. Thank you for your prompt attention!

County _____ District _____ County _____ Combo _____

Deputy County/District Clerk _____ Associate _____ Affiliate _____Corporate _____

Name: _____

Company Name: _____

Address: _____

City: _____

Phone: _____ Fax _____

MAKE CHECKS PAYABLE TO: CDCA, MAIL TO JOYCE HUDMAN, TREASURER
111 E. LOCUST, SUITE 200, ANGLETON, TX 77515

Requisition

Req # 00146994

PO #

Date: 01/14/09

Bill To: x
x

Vendor : 230995
COUNTY & DISTRICT CLERK'S ASSC. OF TI
111 E. LOCUST, SUITE 200
ANGLETON TX 77515

Ship To: DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: stephanie
956-318-2200

Contract No:

Special Instructions:
REQ. NO: 011409-2

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	ASSOCIATION DUES FOR 2009	155.00	155.00
		Account No	Encumbrance	
		9-1100-412-00-090-001-0-810	155.00	
			Freight	.00
			Total	155.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-13848 **10.C.**

(TDCA) Membership Dues

CC REGULAR

Date:	02/09/2009
Submitted By:	Stephanie Palacios, DISTRICT CLERK
Submitted For:	Laura Hinojosa
Department:	DISTRICT CLERK
Agenda Category:	Budget and Management

Information

CAPTION

District Clerk's Office:
Requesting approval to pay the 2009 Texas District Court Alliance (TDCA) membership dues in the total amount of $50.00 for Laura Hinojosa, with authority for County Treasurer to issue check after review, audit, and processing procedures are complete by the County Auditor.

BACKGROUND

TDCA's primary focus is providing quality education to members and obtaining a minimum of 12 to 15 hours continuing education credit, opportunities to exchange ideas and information on a national level concerning their offices, keep abreast on latest technologies, and provide a stronger voice on Federal legislation affecting our office.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-090-001-0-810

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

BUDGETARY IMPACT:

Amount available in req #146221 $50.00 as of 2-5-09.

Attachments

Link: TDCA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/05/2009 04:30 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/05/2009 04:45 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Stephanie Palacios — Started On: 02/05/2009 10:56 AM

Final Approval Date: 02/06/2009

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **Laura Hinojosa**, do hereby state that my membership in the **Texas District Court Alliance (TDCA)** 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: Laura Hinojosa DATE: **02/05/09**

TITLE: **Hidalgo County District Clerk**

Before me **Stephanie Palacios**, a Notary Public, appeared **Laura Hinojosa**, 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.

STEPHANIE PALACIOS
MY COMMISSION EXPIRES
September 8, 2009

Stephanie Palacios
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

TEXAS DISTRICT COURT ALLIANCE (TDCA)

TDCA PURPOSE: to establish a coalition of district court representatives to provide a means for the education of its members and to participate in the legislative, judicial, and executive processes of state and federal government beneficial in the performance of the members' duties.

MEMBERSHIP APPLICATION
(2009)

Name: _____

Title_____ County: _____

Mailing Address: _____

Office phone: _____ FAX: _____

email: _____

Membership Dues: **$50** per year

Make check payable to: **Texas District Court Alliance**

Mail this **application** and your **check** to:

Texas District Court Alliance
c/o Cecelia Adair
Hays County District Clerk
110 East M.L.K.
San Marcos, Texas 78666
(512) 393-7660

Requisition

Req # 00146221

PO #

Date: 01/07/09

Bill To: x
x

Vendor : 342637
TEXAS DISTRICT COURT ALLIANCE
110 E MLK, STE 123
SAN MARCOS TX 78666

Ship To: DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	Membership Dues: $50 per year	50.00	50.00
		Account No	Encumbrance	
		9-1100-412-00-090-001-0-810	50.00	
			Freight	.00
			Total	50.00

Authorized By: _____

AI-13851 **10.D.**

(TADRO) 2009 Membership dues

CC REGULAR

Date:	02/09/2009
Submitted By:	Stephanie Palacios, DISTRICT CLERK
Submitted For:	Laura Hinojosa
Department:	DISTRICT CLERK
Agenda Category:	Budget and Management

Information

CAPTION

District Clerk's Office:
Requesting approval to pay the 2009 Texas Association of Domestic Relations Office (TADRO) membership dues in the total amount of $25.00 for Laura Hinojosa, with authority for County Treasurer to issue check after review, audit, and processing procedures are complete by the County Auditor.

BACKGROUND

Texas Asssociation of Domestic Relations Offices (TADRO) exchanges information about new and innovative programs, current programs and particular county practices. Also, allowing members to actively monitor legistlative activities in regards to Family law issues.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-090-001-0-810

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

BUDGETARY IMPACT:

Amount available for req #148456 $25.00 as of 2-5-09.

Attachments

Link: TADRO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/05/2009 04:35 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/05/2009 04:46 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Stephanie Palacios — Started On: 02/05/2009 11:24 AM

Final Approval Date: 02/06/2009

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, **Laura Hinojosa**, do hereby state that my membership in the **Texas Association of Domestic Relations Office (TADRO)** 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: Laura Hinojosa DATE: **02/05/09**

TITLE: **Hidalgo County District Clerk**

Before me **Stephanie Palacios**, a Notary Public, appeared **Laura Hinojosa**, 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.

STEPHANIE PALACIOS
MY COMMISSION EXPIRES
September 8, 2009
(SEAL)

Stephanie Palacios
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

Join TADRO

Texas Association of Domestic Relations Offices (TADRO)

Benefits of Membership

_ Exchange of information about new and innovative programs, current programs and particular County practices.
_ Members actively monitor legislative activities in regards to Family Law issues.
_ Professional associations for peer assistance, advice, support and encouragement.
_ Support of the cause and mission of Domestic Relations Offices (DRO) so that every child has what is necessary to not only survive, but to thrive.
_ Opportunities to make lasting friends

Cost of Membership

$25 per year per individual. Individuals that register for the annual conference automatically become members.

Annual Conference

The TADRO conference offers peer group information exchange, sharing of ideas, training, networking and legislative and congressional updates. The conference also allows attendees to stay informed about current research and federal initiatives that affect Domestic Relations Offices. We look forward to seeing you at our next conference! TADRO conferences are usually held in October or November of each year. The location and host County changes yearly but is always held in a Texas city.

Membership Form

County _____
Office _____
Address _____
City _____ State _____ Zip _____
Your Name _____ Job Title _____
Phone _____ E-mail _____
What services does your office provide?

_____

_____

Mail form with $25 check to:

Steve Musil, c/o Travis County Domestic Relations Office, TADRO Treasurer, PO Box 1495, Austin, Texas 78767. For additional information you may e-mail Steve at steve.musil@co.travis.tx.us or call Steve at 512-854-9685.

Requisition

Req # 00148456

PO #

Date: 02/03/09

Bill To: x
x

Vendor : 364274
TEXAS ASSOC. OF DOMESTIC RELATIONS OFFICES
P.O. BOX 5063
AUSTIN TX 78763-5063

Ship To: DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **STEPHANIE**
956-318-2200

Contract No:

Special Instructions:
REQ. NO: 020309-1

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	MEMBERSHIP DUES	25.00	25.00
		Account No	Encumbrance	
		9-1100-412-00-090-001-0-810	25.00	
			Freight	.00
			Total	25.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-13688 **10.E.**

2009 Membership Renewal

CC REGULAR

Date: 02/09/2009
Submitted By: Rosie Luna, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION

Information

CAPTION

Safety Division:
Requesting approval to renew subscription to the Safety Meetings Library for the year 2009 and authorize County Auditor to issue payment to Business & Legal Reports in the amount of $342.87.

BACKGROUND

The subscription to the Safety Meetings Library is necessary to keep up to day with certifications and new regulations to be OSHA compliance.

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 1100-419-50-115-059-0-810
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

AVAILABLE BALANCE $500.00
REQUISITION NO. 00148005

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/30/2009 01:12 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	01/30/2009 04:36 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Rosie Luna — Started On: 01/29/2009 09:55 AM

Final Approval Date: 02/06/2009

AI-13741 **10.F.**

License Renewal Fee

CC REGULAR

Date:	02/09/2009
Submitted By:	Rosie Luna, SAFETY DIVISION
Department:	SAFETY DIVISION
Agenda Category:	Safety Division

Information

CAPTION

Safety Division:
Requesting approval to renew the Municipal Solid Waste License for Safety Officer Armando Guzman and authorize County Auditor to issue payment to Texas Commission on Environmental Quality (TCEQ) in the amount of $111.00.

BACKGROUND

From account no. 9-1100-419-50-115-059-0-810.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-50-115-059-0-810

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

BUDGETARY IMPACT:

Availbale balance as of 2/05/2009 - $157.13

Attachments

Link: Guzman

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/02/2009 02:04 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	02/05/2009 02:15 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Rosie Luna — Started On: 01/30/2009 03:51 PM

Final Approval Date: 02/06/2009

§30.30. Terms and Fees for Licenses and Registrations

(a) All licenses and registrations are valid for three years from the date of issuance.

(b) The following licenses and registrations shall be transitioned from a two-year cycle to a three-year cycle:

(1) landscape irrigator and installer, according to Subchapter D of this chapter (relating to Landscape Irrigators and Installers);

(2) leaking petroleum storage tank corrective actions project manager and specialist according to Subchapter E of this chapter (relating to Leaking Petroleum Storage Tank Corrective Action Project Managers and Specialists);

(3) underground storage tank on-site supervisor and contractor, according to Subchapter I of this chapter (relating to Underground Storage Tank On-site Supervisor Licensing and Contractor Registration)

(4) on-site sewage facilities installers, apprentices, designated representatives, maintenance providers, and site evaluators, according to Subchapter G of this chapter (relating to On-Site Sewage Facilities Installers, Apprentices, Designated Representatives, Maintenance Providers, and Site Evaluators);

(5) Class D wastewater treatment facility operators, according to Subchapter J of this chapter (relating to Wastewater Operators and Operations Companies);

(6) Class I wastewater collection system operators, according to Subchapter J of this chapter;

(7) wastewater operations companies according to Subchapter J of this chapter;

(8) Class D public water system operators, according to Subchapter K of this chapter (relating to Public Water System Operators and Operation Companies); and

(9) public water system operations companies according to Subchapter K of this chapter.

(c) The executive director may adopt a system under which licenses or registrations expire on various dates.

(d) The license fee is $111 for a three-year license. The total amount shall be paid with each initial and renewal application and is nonrefundable.

(e) Registration fees are established in the applicable subchapters of this chapter.

(f) The executive director may charge a $20 fee to process a duplicate certificate or pocket card.

(g) A convenience fee may be set by the executive director or service provider for alternative fee payment methods. A person using an alternative payment method is responsible for paying the convenience fee.

(h) An examination or reexamination fee may be charged if the executive director designates an entity to administer the examinations.

AI-13794 **11.A.**

Approval of ammended County Cell phone policy.

CC REGULAR

Date:	02/09/2009
Submitted By:	Renan Ramirez, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

1. Discussion, consideration, and action to authorize the following cell phone plans (attachment B) to include the following services: text messaging, data plans, GPS, priority emergency messaging & equipment protection.
2. Discussion, consideration, and action to approve payment of cellular phone service invoices with any additional services not previously approved that where incurred during normal business operation of the County cell phones during 2008 with authority for Auditor to review and complete processing procedures and County Treasurer to issue checks.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** all funds objects 532 & 534

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

BUDGETARY IMPACT:

Funds available for calendar year 2008 as of 2-5-09 for cell phone & internet services (Sprint Bill). Please refer to attached 2008 expense report for funds availability.

FISCAL YEAR: 2009 **ACCT. #:** all funds object codes 532 & 534

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

BUDGETARY IMPACT:

Funds available as of 2-5-09 for calendar year 2009, pending closing of period 13 for cell phone & internet services. Please refer to attached expense report, objects 532 & 534 (all funds, all depts).

Attachments

Link: 2009 Cell Phone Policy

Link: cell phone expenses-Aug.-Dec. 2008

Link: 2008 cell phone & internet expense report as of 2-5-09

Link: 2009 cell phone & internet services expense report as of 2-5-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 10:33 AM	APRV
2	Ivan Cantu	Ivan Cantu	02/05/2009 07:46 AM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Renan Ramirez Started On: 02/04/2009 08:55 AM

Final Approval Date: 02/06/2009

HIDALGO COUNTY CELL PHONE POLICY

PURPOSE

The purpose of this policy is to provide guidelines for the assignment, use and control of cellular telephones administered to Hidalgo County ("County") employees and to ensure such equipment is used in the most efficient and ethical manner. For policy acknowledgement purposes, all cellular phone users must agree and sign the **"Cellular Phone Agreement".**

ADMINISTRATION

The Department Head or Elected Official shall be responsible for the administration and adherence of this policy. This policy can be made more restrictive if the Department Head or Elected Official deems necessary, but shall never be less restrictive. The Department Head or Elected Official will be held responsible for the damage and/or abuse of the phones as stated in the "Cellular phone Agreement".

ELIGIBILITY & ACQUISITION

Assignment of a cellular telephone shall be based on an employee's need for immediate two-way communication as deemed necessary by the Department Head or Elected Official. When making the determination whether an employee should receive a County issued cellular telephone, the Department Head or Elected Official must complete and sign the **"Cellular Phone Request Form(s)"** after carefully considering and certifying whether:

1. The duties of the position involve frequent travel or routinely take an employee into the field or away from routine telephone and radio communications and such duties require that the employee must be contacted on a recurrent basis and respond in an expeditious time frame; or
2. The employee must be contacted after normal business hours or on weekends and the employee will not have ready-access to other means of communication.

The assignment of a cellular telephone shall not be considered a benefit to County employees, but a necessary tool to be used for the benefit of the County. The Department Head or Elected Official shall not assign cellular telephones to an employee when a less costly communication alternative is safe and effective (i.e. pager, two-way radio, land line telephone, etc.).

The Information Technology (IT) Department will be coordinate this program and will maintain a master list of all employees who have been issued a cellular telephone. All cellular telephones will be acquired through the County's contract provider. All changes in service will be handled by the IT Department so accurate records may be kept It shall be the responsibility of each Department Head or Elected Official to ensure that sufficient funds are budgeted for the monthly operational costs associated with cellular telephones and equipment prior to assigning a cellular telephone to an employee.

Please note that cellular telephone usage expenditures shall be charged to line-item "532 Telephone – Cellular" or any special revenue funds allocated for this type of service within each department's budget. Charges for air-time shall be paid from the

DRAFT

appropriate budget line item as assigned. The equipment (cell phone, batteries, accessories, etc.), shall be charged to the appropriate line-item, depending on price(s) and item(s).
No foreign or donated equipment shall be introduced into the cell phone pool. All equipment must meet the equipment standard set by the County.

Procedure:

1. Department must fill out the CELLULAR REQUEST FORM, with the following information: Requesting employee, employee #, budget account number, plan type, equipment cost, justification and department head signature. In case the phone will not be assigned to an employee the department head is the one responsible for any associated use and costs.
2. The request for the cell phone is present before COMMISSIONER'S COURT.
3. Once approved, a purchase order for the full amount of the equipment and yearly service is then produced by the requesting the phone.
4. The PO must then be forwarded to the IT Department for ordering.
5. Once the phone is received by the IT Department the user must sign the CELLULAR PHONE AGREEMENT. It is assumed that upon signature the employee has read the CELL PHONE POLICY.
6. The cell phone is assigned to the employee.
7. On a monthly basis the employee is responsible for filling out the AFFIDAVIT FOR PERSONAL CELLULAR TELEPHONE USAGE.
8. This affidavit should be turned in to the employee's accounts payable person who is then responsible of forwarding it and all the other departmental affidavits to the IT Department.
9. If the employee leaves the department via transfer or termination the cell phone must be immediately returned to the IT Department for reassignment, even if it is within the same department. All reassignments must be submitted for approval before Commissioner's Court before the phone is given to the employee.

Employees shall make every effort to restrict the use of County-issued cellular telephones to official County business and personal telephone calls should be kept to an absolute minimum. In specific cases the County reserves the right to restrict the numbers that a certain telephone can receive and make calls from and restrict service time.

PLAN TYPE
The County will authorize the following types of service:

Sprint Business Essential 1000 Plan: $59.99/mo
Sprint Business Essential Add a Line Plan: $25.00/mo
Unlimited Data Card Plan: $69.99

DRAFT

HIDALGO COUNTY CELL PHONE POLICY

PLAN TYPE (cont)

GPS tracking service:
- Data Only 5mb Data Plan: $11.50/mo
- Data Only Public IP: $3.00/mo
- Data Only Comet Tracker Full Version: $17/mo
- Data Only Comet Tracker Light: $19.95/mo
- With voice unlimited data plan: $10/mo
- With voice public IP: $3.00/mo
- With voice Comet Tracker Full Version: $17/mo

PDA Data Pack Plans
- Non Blackberry: $30/mo
- Blackberry with voice Sprint only: $39.99/mo
- Blackberry with voice Nextel only: $49.99/mo
- Blackberry data only: $49.99/mo

Equipment replacement protection: $7/mo
International Direct Connect: $10/mo
Mobile to Mobile: $5/mo
Unlimited Text Messaging: $20/mo
Emergency Direct Connect (only for first responders) $3/mo

USE OF COUNTY-OWNED CELLULAR TELEPHONES

• Cellular telephones are to be used only to conduct County business and should not be used for personal communication unless deemed an emergency; thus, employees are encouraged to obtain their own cellular phones for personal use.

• Cellular telephones should not be used when a less costly alternative is safe, convenient and readily accessible (i.e. pager, two-way radio, land-line telephone, etc).

• Cellular transmissions are not secure; therefore, employees should use discretion in relaying confidential information.

Employees shall not transmit, receive or store confidential county information on a county issued cell phone.

• Reasonable precautions should also be made to prevent equipment from theft and vandalism.

• County cellular telephones shall **not** be used for political gain, illegal, fraudulent, or malicious activity; entertainment (including games, radio or video), religious promotion, or activity on behalf of organizations or individuals having on affiliation with Hidalgo County.

• Employee shall not use a cellular telephone while operating a vehicle; hence, employee must stop a moving vehicle before using a County-issued cellular phone.

Business Use of Employees Personal Cellular Telephone

While traveling in or out of Texas, employees may be reimbursed for air-time charges incurred when using privately owned equipment in performing County business if the employee does not have service from the employee's County-issued cellular telephone at the destination to which the employee has traveled. Hidalgo County is not liable for

DRAFT

any damage to personal cellular telephone equipment whether or not being used for County business. Reimbursement shall be only for an expense incurred to conduct County business. In order to claim reimbursement, the employee must include this expense on the "Travel Reimbursement Form" for cellular telephone usage available from the auditor's office.

CELLULAR TELEPHONE MISUSE OR ABUSE

County employees are prohibited from visiting the local SPRINT stores for service needs. All requests for service shall be handled by the IT Department. Any services procured without the consent of Commissioner's Court shall be at the expense of the individual involved in the transaction. Any abuse in the use of a County-issued cellular telephone will be considered misconduct and neglect of duty, subject to ineligibility to use a County-issued cellular telephone and/or disciplinary action up to and including termination. The employee may be held responsible for repair and replacement costs if the cellular telephone is lost or damaged as part of an employee's personal activity or negligence. Misuse or abuse of cellular telephones or related equipment shall be governed by Penal Code Sections 39.01 and 39.02.

INFORMATION TECHNOLOGY DEPARTMENT

The IT Department will assist in the following duties and responsibilities:

1. Programming any features requested by the Department Head, Director or Supervisor on special programming of the cellular telephone.
2. Promptly perform necessary input to remove an employee's cellular telephone usage upon determination that an employee should no longer be issued a cellular telephone.
3. Review the quarterly assessment of cellular telephone usage provided by the contract provider and forward recommendations for adjustments or changes to the Purchasing Department.
4. Any changes, increases or decreases of minute usage will be contingent upon the County's quarterly cellular telephone analysis.

Effective Policy Date

This policy shall become effective on >date< or upon activation(s) of new cellular service from Hidalgo County's current awarded provider (SPRINT).

PASSED APPROVED AND ADOPTED ON THIS _____ DAY OF _____, 2009.

_____
Hidalgo County Judge
ATTEST:

_____
Hidalgo County

DRAFT

Account Number	Department Name	Pcs Number	Primary Plan Description	PcsType	AUG	SEP	OCT	NOV	DEC	Total Cost Aug-Dec
1100412000090030	INDIGENT DEFENSE-CELL PHONE	9562258132	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100412000090030	INDIGENT DEFENSE-CELL PHONE	9562258152	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100412000610010	JP PCT 1/PL 1-CELL PHONE	9564632508	Sprint Biz Essential 1000 7PM	Cellular	(5.67)	117.00	58.77	0.70	58.97	229.77
1100412000660010	JP PCT 3/PL 2-CELL PHONE	9562893471	Sprint Biz Essential 1000 7PM	Cellular	(5.82)	117.00	58.77	0.00	58.77	228.72
1100412000680010	JP PCT 4/PL 2-CELL PHONE	9562258352	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100412000680010	JP PCT 4/PL 2-CELL PHONE	9562258941	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100412000680010	JP PCT 4/PL 2-CELL PHONE	9566051155	Sprint Biz Essential 1000 7PM	Cellular	70.41	65.27	64.82	6.50	78.08	285.08
1100412000900010	DISTRICT CLERKS	9562258268	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100412000900010	DISTRICT CLERKS	9566487409	Connection Card Data Plan UNL	Data Card	35.14	35.34	46.39	0.00	46.19	163.06
1100413001100060	CO JUDGE-CELL PHONE	9562075876	Connection Card Data Plan UNL	Data Card	86.49	60.49	59.99	0.00	59.99	266.96
1100413001100060	CO JUDGE-CELL PHONE	9563517817	Sprint Biz Essential 1000 7PM	Cellular	20.54	156.36	91.02	9.70	98.22	375.84
1100414001300010	ELECTIONS DEPT-CELL PHONE	9562070396	Biz Essentials Add-On 7 PM	Cellular	27.54	27.22	27.23	0.50	27.23	109.72
1100414001300010	ELECTIONS DEPT-CELL PHONE	9562070406	Biz Essentials Add-On 7 PM	Cellular	27.34	27.22	27.23	0.70	27.23	109.72
1100414001300010	ELECTIONS DEPT-CELL PHONE	9562070454	Biz Essentials Add-On 7 PM	Cellular	27.34	27.22	27.23	6.90	27.23	115.92
1100414001300010	ELECTIONS DEPT-CELL PHONE	9562070610	Sprint Biz Essential 1000 7PM	Cellular	(3.07)	0.00	0.00			(3.07)
1100414001300010	ELECTIONS DEPT-CELL PHONE	9562258468	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100414001300010	ELECTIONS DEPT-CELL PHONE	9562926341	Connection Card Data Plan UNL	Data Card			65.99	0.00	43.99	109.98
1100414001300010	ELECTIONS DEPT-CELL PHONE	9562926858	Connection Card Data Plan UNL	Data Card			65.99	0.00	43.99	109.98
1100414001300010	ELECTIONS DEPT-CELL PHONE	9563931802	Sprint Biz Essential 1000 7PM	Cellular	88.49	60.49	59.99	0.00	59.99	268.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9563938134	Biz Essentials Add-On 7 PM	Cellular	27.34	27.22	27.23	(8.68)	23.21	96.32
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372021	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372172	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372184	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372202	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372209	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372262	Biz Essentials Add-On 7 PM	Cellular	(2.37)	0.00	0.00	20.23	20.23	38.09
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372415	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372421	Sprint Biz Essential 1000 7PM	Cellular	24.19	(23.69)	0.00	38.80	0.00	39.30
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372424	Sprint Biz Essential 1000 7PM	Cellular	24.19	(23.69)	0.00	38.80	204.94	244.24
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372432	Sprint Biz Essential 1000 7PM	Cellular	24.19	(23.69)	0.00	38.80	0.00	39.30
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372472	Sprint Biz Essential 1000 7PM	Cellular	24.19	(23.69)	0.00			0.50
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372480	Sprint Biz Essential 1000 7PM	Cellular	24.19	(23.69)	0.00	38.80	0.00	39.30
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372518	Sprint Biz Essential 1000 7PM	Cellular	24.19	(23.69)	0.00	38.80	0.00	39.30
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372573	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372587	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372607	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372638	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372640	Sprint Biz Essential 1000 7PM	Cellular	24.19	(23.69)	0.00	38.80	0.00	39.30
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372643	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372650	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372651	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372690	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372698	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372701	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372709	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	204.94	241.37
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372745	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43

Account Number	Department Name	Pcs Number	Primary Plan Description	PcsType	AUG	SEP	OCT	NOV	DEC	Total Cost Aug-Dec
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372750	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43
1100414001300010	ELECTIONS DEPT-CELL PHONE	9565372776	Sprint Biz Essential 1000 7PM	Cellular	(2.37)	0.00	0.00	38.80	0.00	36.43
1100414001300010	ELECTIONS DEPT-CELL PHONE	9566487549	Sprint Biz Essential 1000 7PM	Cellular	0.00	0.00	0.00	38.80	0.00	38.80
1100414001300010	ELECTIONS DEPT-CELL PHONE	9566488147	Sprint Biz Essential 1000 7PM	Cellular	0.00	0.00	0.00	38.80	0.00	38.80
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202541	Sprint Biz Essential 1000 7PM	Cellular	31.14	14.45	21.23	19.07	0.00	85.89
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202782	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202918	Sprint Biz Essential 1000 7PM	Cellular	5.19	5.19	21.23	19.07	0.00	50.68
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202930	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202938	Sprint Biz Essential 1000 7PM	Cellular	66.44	(55.45)	21.23	19.07	0.00	51.29
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202940	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202943	Sprint Biz Essential 1000 7PM	Cellular	5.32	5.19	21.23	19.07	0.00	50.81
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202949	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202950	Sprint Biz Essential 1000 7PM	Cellular	31.14	(18.88)	21.23	19.07	0.00	52.56
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202962	Sprint Biz Essential 1000 7PM	Cellular	5.19	5.19	21.23	19.07	0.00	50.68
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202964	Sprint Biz Essential 1000 7PM	Cellular	5.19	5.19	21.23	19.07	0.00	50.68
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202966	Sprint Biz Essential 1000 7PM	Cellular	5.32	5.19	21.73	20.92	0.00	53.16
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202976	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.73	19.07	0.00	51.54
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202978	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202982	Sprint Biz Essential 1000 7PM	Cellular	5.19	5.19	21.23	20.92	0.00	52.53
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202983	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.73	19.07	0.00	51.54
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202984	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.73	19.07	0.00	51.54
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202985	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567202989	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203014	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203020	Sprint Biz Essential 1000 7PM	Cellular	33.23	(22.49)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203030	Sprint Biz Essential 1000 7PM	Cellular	5.19	5.19	21.23	19.07	0.00	50.68
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203033	Sprint Biz Essential 1000 7PM	Cellular	27.34	(16.60)	21.73	19.07	0.00	51.54
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203038	Sprint Biz Essential 1000 7PM	Cellular	88.49	60.49	59.99	0.00	43.99	252.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203045	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203057	Standby Unrestrictd-Integrated	Cellular	5.60	49.29	21.23	(17.19)	5.20	64.13
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203064	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203066	Sprint Biz Essential 1000 7PM	Cellular	5.42	5.19	21.23	19.07	0.00	50.91
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203067	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203068	Sprint Biz Essential 1000 7PM	Cellular	5.19	5.19	21.23	19.07	0.00	50.68
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203069	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203074	Connection Card Data Plan UNL	Data Card	88.49	60.49	59.99	0.00	43.99	252.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203076	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203077	Sprint Biz Essential 1000 7PM	Cellular	5.19	5.19	21.23	19.07	0.00	50.68
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203081	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203083	Sprint Biz Essential 1000 7PM	Cellular	31.55	(20.40)	21.23	19.07	0.00	51.45
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203085	Sprint Biz Essential 1000 7PM	Cellular	31.14	(0.69)	21.73	19.07	0.00	71.25
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203089	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203090	Connection Card Data Plan UNL	Data Card	88.49	60.49	59.99	0.00	43.99	252.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203091	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203098	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.73	19.27	0.00	51.74
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203103	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.73	19.07	0.00	51.54

Account Number	Department Name	Pcs Number	Primary Plan Description	PcsType	AUG	SEP	OCT	NOV	DEC	Total Cost Aug-Dec
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203104	Sprint Biz Essential 1000 7PM	Cellular	31.14	31.16	26.97	25.84	0.00	115.11
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203106	Sprint Biz Essential 1000 7PM	Cellular	5.19	5.19	21.23	19.07	0.00	50.68
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203107	Connection Card Data Plan UNL	Data Card	88.49	60.49	59.99	0.00	43.99	252.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203109	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203110	Sprint Biz Essential 1000 7PM	Cellular	5.39	85.49	21.23	19.07	0.00	131.18
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203114	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203122	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.73	19.07	0.00	51.54
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203129	Connection Card Data Plan UNL	Data Card	88.49	60.49	59.99	0.00	43.99	252.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203131	Connection Card Data Plan UNL	Data Card	88.49	60.49	59.99	0.00	59.99	268.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203132	Connection Card Data Plan UNL	Data Card	88.49	60.49	59.99	0.00	43.99	252.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203134	Connection Card Data Plan UNL	Data Card	86.49	60.49	59.99	0.00	43.99	250.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203135	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.73	19.07	0.00	51.54
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203138	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.87	0.00	51.84
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203140	Sprint Biz Essential 1000 7PM	Cellular	27.34	(16.60)	21.73	19.27	0.00	51.74
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203145	Connection Card Data Plan UNL	Data Card	88.49	60.49	59.99	0.00	43.99	252.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203146	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.73	19.07	0.00	51.54
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203148	Sprint Biz Essential 1000 7PM	Cellular	5.32	5.19	21.73	19.07	0.00	51.31
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203149	Connection Card Data Plan UNL	Data Card	86.49	60.49	59.99	0.00	43.99	250.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203153	Connection Card Data Plan UNL	Data Card	88.49	60.49	59.99	0.00	43.99	252.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203154	Sprint Biz Essential 1000 7PM	Cellular	31.14	9.88	21.23	19.07	0.00	81.32
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203157	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203158	Connection Card Data Plan UNL	Data Card	86.49	60.49	59.99	0.00	59.99	266.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203159	Sprint Biz Essential 1000 7PM	Cellular	27.34	(16.60)	21.73	22.78	0.00	55.25
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203163	Connection Card Data Plan UNL	Data Card	88.49	60.49	59.99	0.00	43.99	252.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203164	Sprint Biz Essential 1000 7PM	Cellular	31.14	9.88	21.23	19.07	0.00	81.32
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203166	Sprint Biz Essential 1000 7PM	Cellular	31.14	(20.40)	21.23	19.07	0.00	51.04
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203167	Connection Card Data Plan UNL	Data Card	88.49	60.49	59.99	0.00	43.99	252.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567203171	Connection Card Data Plan UNL	Data Card	88.49	60.49	59.99	0.00	43.99	252.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567206063	Connection Card Data Plan UNL	Data Card	86.49	60.49	59.99	0.00	59.99	266.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567206091	Connection Card Data Plan UNL	Data Card	88.49	60.49	59.99	0.00	59.99	268.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567206140	Connection Card Data Plan UNL	Data Card	86.49	60.49	59.99	0.00	59.99	266.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567206157	Connection Card Data Plan UNL	Data Card	88.49	60.49	59.99	0.00	59.99	268.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9567206169	Connection Card Data Plan UNL	Data Card	88.49	60.49	59.99	0.00	59.99	268.96
1100414001300010	ELECTIONS DEPT-CELL PHONE	9568279568	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	27.36	25.84	0.00	170.69
1100414001300010	ELECTIONS DEPT-CELL PHONE	9569755527	Sprint Biz Essential 1000 7PM	Cellular	58.74	(29.12)	0.00	45.44	0.00	75.06
1100415002000010	INFO TECH DEPT-CELL PHONE	9562079204	Biz Essentials Add-On 7 PM	Cellular / GPS	54.86	54.87	54.88	0.50	54.88	219.99
1100415002000010	INFO TECH DEPT-CELL PHONE	9562079397	Biz Essentials Add-On 7 PM	Cellular / GPS	54.86	54.87	54.88	0.50	54.88	219.99
1100415002000010	INFO TECH DEPT-CELL PHONE	9562079883	Biz Essentials Add-On 7 PM	Cellular / GPS	54.86	54.87	54.88	0.50	57.06	222.17
1100415002000010	INFO TECH DEPT-CELL PHONE	9562079941	Biz Essentials Add-On 7 PM	Cellular / GPS	54.86	54.87	54.88	0.50	54.88	219.99
1100415002000010	INFO TECH DEPT-CELL PHONE	9562258043	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.39	162.86
1100415002000010	INFO TECH DEPT-CELL PHONE	9562258051	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100415002000010	INFO TECH DEPT-CELL PHONE	9562258096	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100415002000010	INFO TECH DEPT-CELL PHONE	9562258208	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100415002000010	INFO TECH DEPT-CELL PHONE	9562258211	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.39	162.86
1100415002000010	INFO TECH DEPT-CELL PHONE	9562258284	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100415002000010	INFO TECH DEPT-CELL PHONE	9562258285	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.59	0.00	46.19	163.06

Account Number	Department Name	Pcs Number	Primary Plan Description	PcsType	AUG	SEP	OCT	NOV	DEC	Total Cost Aug-Dec
1100415002000010	INFO TECH DEPT-CELL PHONE	9562258733	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100415002000010	INFO TECH DEPT-CELL PHONE	9562258738	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.59	0.00	46.59	163.46
1100415002000010	INFO TECH DEPT-CELL PHONE	9562258785	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100415002000010	INFO TECH DEPT-CELL PHONE	9562258792	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100415002000010	INFO TECH DEPT-CELL PHONE	9562258891	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100415002000010	INFO TECH DEPT-CELL PHONE	9562258942	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100415002000010	INFO TECH DEPT-CELL PHONE	9562925630	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	0.00	58.77	235.03
1100415002000010	INFO TECH DEPT-CELL PHONE	9562926023	Sprint Biz Essential 1000 7PM	Cellular / GPS	89.46	89.47	89.42	0.50	42.09	310.94
1100415002000010	INFO TECH DEPT-CELL PHONE	9564576770	Sprint Biz Essential 1000 7PM	Cellular	88.49	(59.99)	0.00			28.50
1100415002000010	INFO TECH DEPT-CELL PHONE	9565372579	Biz Essentials Add-On 7 PM	Cellular	20.39	20.27	20.23	0.00	20.23	81.12
1100415002000010	INFO TECH DEPT-CELL PHONE	9565372703	Biz Essentials Add-On 7 PM	Cellular	20.39	20.27	20.23	0.00	20.23	81.12
1100415002000010	INFO TECH DEPT-CELL PHONE	9565372736	Sprint Biz Essential 1000 7PM	Cellular	0.00	0.00	0.00	38.80	0.00	38.80
1100415002000010	INFO TECH DEPT-CELL PHONE	9565785742	Sprint Biz Essential 1000 7PM	Cellular	86.39	(20.04)	0.00			66.35
1100415002000010	INFO TECH DEPT-CELL PHONE	9565785834	Sprint Biz Essential 1000 7PM	Cellular / GPS	87.00	86.60	86.42	0.50	91.02	351.54
1100415002000010	INFO TECH DEPT-CELL PHONE	9565787040	Biz Essentials Add-On 7 PM	Cellular / GPS	54.86	54.87	54.88	0.50	54.88	219.99
1100415002000010	INFO TECH DEPT-CELL PHONE	9565787161	Biz Essentials Add-On 7 PM	Cellular / GPS	54.86	54.87	54.88	0.50	54.88	219.99
1100415002000010	INFO TECH DEPT-CELL PHONE	9565787162	Biz Essentials Add-On 7 PM	Cellular	34.91	34.92	34.93	0.00	34.93	139.69
1100415002000010	INFO TECH DEPT-CELL PHONE	9565787223	Biz Essentials Add-On 7 PM	Cellular / GPS	54.86	54.87	54.88	0.00	54.88	219.49
1100415002000010	INFO TECH DEPT-CELL PHONE	9566487188	Connection Card Data Plan UNL	Data Card	42.14	42.14	53.19	0.00	53.19	190.66
1100415002000010	INFO TECH DEPT-CELL PHONE	9568275955	Sprint Biz Essential 1000 7PM	Cellular	23.59	(23.09)	0.00			0.50
1100415002000010	INFO TECH DEPT-CELL PHONE	9568279249	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.95	58.77	0.00	58.77	235.23
1100415002000010	INFO TECH DEPT-CELL PHONE	9568780150	Sprint Biz Essential 1000 7PM	Cellular	30.59	(30.09)	0.00			0.50
1100415002000010	INFO TECH DEPT-CELL PHONE	9568780272	Sprint Biz Essential 1000 7PM	Cellular	30.59	1.49	0.00			32.08
1100415002000010	INFO TECH DEPT-CELL PHONE	9568780321	Sprint Blackberry UNL Pack	Cellular	30.59	30.59	38.29	0.00	38.29	137.76
1100415002000010	INFO TECH DEPT-CELL PHONE	9568780379	Sprint Biz Essential 1000 7PM	Cellular	30.59	(30.09)	0.00			0.50
1100415002000010	INFO TECH DEPT-CELL PHONE	9568780452	Sprint Biz Essential 1000 7PM	Cellular	30.59	(30.09)	0.00			0.50
1100415002000010	INFO TECH DEPT-CELL PHONE	9568780495	Sprint Biz Essential 1000 7PM	Cellular	90.14	85.63	95.62	23.10	136.82	431.31
1100415002000010	INFO TECH DEPT-CELL PHONE	9568780537	Sprint Blackberry UNL Pack	Cellular	30.59	(30.09)	42.07	0.50	38.29	81.36
1100415002000010	INFO TECH DEPT-CELL PHONE	9568780558	Sprint Biz Essential 1000 7PM	Cellular	30.59	(30.09)	0.00			0.50
1100415002000010	INFO TECH DEPT-CELL PHONE	9568780564	Sprint Biz Essential 1000 7PM	Cellular	110.20	83.58	96.22	0.00	94.82	384.82
1100415002000010	INFO TECH DEPT-CELL PHONE	9568780608	Sprint Biz Essential 1000 7PM	Cellular	30.59	(30.09)	0.00			0.50
1100415002000010	INFO TECH DEPT-CELL PHONE	9568780616	Sprint Biz Essential 1000 7PM	Cellular	30.59	(30.09)	0.00			0.50
1100415002000010	INFO TECH DEPT-CELL PHONE	9568780642	Sprint Blackberry UNL Pack	Cellular	30.59	30.59	38.49	0.00	38.29	137.96
1100415002000010	INFO TECH DEPT-CELL PHONE	9568780721	Sprint Biz Essential 1000 7PM	Cellular	30.59	(30.09)	0.00			0.50
1100415002000010	INFO TECH DEPT-CELL PHONE	9568785716	Sprint Biz Essential 1000 7PM	Cellular	445.64	112.93	66.47	0.50	59.43	684.97
1100415002000010	INFO TECH DEPT-CELL PHONE	9568785935	Sprint Biz Essential 1000 7PM	Cellular	58.74	(58.24)	204.86			205.36
1100415141150010	DBM-BUDGET DIV-CELL PHONE	9562079759	Connection Card Data Plan UNL	Data Card	86.49	60.49	59.99	0.00	59.99	266.96
1100415141150010	DBM-BUDGET DIV-CELL PHONE	9563930549	Connection Card Data Plan UNL	Data Card	88.49	0.00	120.48	0.00	59.99	268.96
1100415141150010	DBM-BUDGET DIV-CELL PHONE	9567205626	Sprint Biz Essential 1000 7PM	Cellular	77.11	81.14	81.44	27.30	100.64	367.63
1100415151400010	TAX OFF-CELL PHONE	9562790389	Sprint Biz Essential 1000 7PM	Cellular	69.65	62.75	83.00	25.73	117.77	358.90
1100415151400010	TAX OFF-CELL PHONE	9562796418	Sprint Biz Essential 1000 7PM	Cellular	61.81	50.22	61.77	0.50	61.77	236.07
1100415151400010	TAX OFF-CELL PHONE	9564575423	Sprint Biz Essential 1000 7PM	Cellular	58.94	58.75	58.77	0.50	58.97	235.93
1100415151400010	TAX OFF-CELL PHONE	9568023338	Sprint Biz Essential 1000 7PM	Cellular	58.94	62.24	61.38	2.58	58.97	244.11
1100415181600010	PURCHASING-CELL PHONE	9562890752	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.95	58.77	0.50	58.77	235.73
1100415181600010	PURCHASING-CELL PHONE	9562893730	Connection Card Data Plan UNL	Data Card	88.49	60.49	59.99	0.00	59.99	268.96
1100415181600010	PURCHASING-CELL PHONE	9564571132	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.95	59.17	0.50	59.37	236.73

Account Number	Department Name	Pcs Number	Primary Plan Description	PcsType	AUG	SEP	OCT	NOV	DEC	Total Cost Aug-Dec
1100415211700010	CO AUDITOR-CELL PHONE	9562258783	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100415211700010	CO AUDITOR-CELL PHONE	9562896192	Connection Card Data Plan UNL	Data Card	86.49	60.49	59.99	0.00	59.99	266.96
1100415211700010	CO AUDITOR-CELL PHONE	9568780461	Sprint Blackberry UNL Pack	Cellular	30.59	(30.09)	0.00			0.50
1100415401800010	CO CLERK	9562392955	Biz Essentials Add-On 7 PM	GPS	47.73	47.74	47.39	0.95	47.24	191.05
1100415501900020	HUMAN RESOURCES-CELL PHONE	9563301796	Sprint Biz Essential 1000 7PM	Cellular	64.00	59.16	66.78	10.51	72.34	272.79
1100419102100010	PLANNING DEPT-CELL PHONE	9562392105	Sprint Biz Essential 1000 7PM	Cellular	59.97	58.95	63.77	2.10	60.17	244.96
1100419102100010	PLANNING DEPT-CELL PHONE	9566487006	Sprint Biz Essential 1000 7PM	Cellular	50.88	51.08	51.03	0.50	50.83	204.32
1100419102100010	PLANNING DEPT-CELL PHONE	9566487053	Sprint Biz Essential 1000 7PM	Cellular	48.22	48.01	49.43	0.50	47.83	193.99
1100419102100010	PLANNING DEPT-CELL PHONE	9566487605	Sprint Biz Essential 1000 7PM	Cellular	47.81	48.01	0.00	47.33	47.33	190.48
1100419102100010	PLANNING DEPT-CELL PHONE	9566487780	Sprint Biz Essential 1000 7PM	Cellular	148.42	47.91	47.83	0.50	47.83	292.49
1100419102100010	PLANNING DEPT-CELL PHONE	9566487812	Sprint Biz Essential 1000 7PM	Cellular	49.10	47.81	47.83	0.50	48.03	193.27
1100419102100010	PLANNING DEPT-CELL PHONE	9566487832	Sprint Biz Essential 1000 7PM	Cellular	47.81	51.63	48.03	0.50	48.03	196.00
1100419102100010	PLANNING DEPT-CELL PHONE	9566487857	Sprint Biz Essential 1000 7PM	Cellular	47.83	48.22	48.03	0.90	48.22	193.20
1100419102100010	PLANNING DEPT-CELL PHONE	9566487860	Sprint Biz Essential 1000 7PM	Cellular	47.99	47.81	47.83	0.50	47.83	191.96
1100419102100010	PLANNING DEPT-CELL PHONE	9566487923	Sprint Biz Essential 1000 7PM	Cellular	48.22	47.81	47.83	2.14	47.83	193.83
1100419401150690	CRTHSE PK LOT-CELL PHONE	9562391037	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	0.50	58.97	235.73
1100419401150690	CRTHSE PK LOT-CELL PHONE	9562391039	Sprint Biz Essential 1000 7PM	Cellular	58.74	59.16	58.77	0.50	58.77	235.94
1100419401150690	CRTHSE PK LOT-CELL PHONE	9563931845	Sprint Biz Essential 1000 7PM	Cellular	60.38	59.16	59.97	0.00	58.77	238.28
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562072446	Biz Essentials Add-On 7 PM	Radio	25.54	22.69	20.23	3.67	20.23	92.36
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562072523	Biz Essentials Add-On 7 PM	Radio	20.21	20.22	20.23	0.50	20.23	81.39
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562072582	Biz Essentials Add-On 7 PM	Radio	20.26	20.42	20.38	0.50	20.23	81.79
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562072657	Biz Essentials Add-On 7 PM	Radio	40.69	40.70	(40.20)	0.00		41.19
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562072765	Biz Essentials Add-On 7 PM	Radio	20.21	20.22	20.23	0.50	20.23	81.39
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562072805	Biz Essentials Add-On 7 PM	Radio	20.21	20.22	20.23	0.50	20.23	81.39
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562072886	Biz Essentials Add-On 7 PM	Radio	20.21	20.22	21.03	0.50	20.23	82.19
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562079257	Sprint Biz Essential 1000 7PM	Radio	81.76	81.77	81.92	0.50	83.53	329.48
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562079678	Biz Essentials Add-On 7 PM	Radio	20.21	20.22	20.23	0.50	20.23	81.39
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391140	Biz Essentials Add-On 7 PM	GPS	47.73	47.74	47.39	1.10	47.39	191.35
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391338	Biz Essentials Add-On 7 PM	GPS	45.37	45.38	44.93	0.00	44.93	180.61
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391371	Biz Essentials Add-On 7 PM	GPS	45.37	45.38	45.08	0.80	44.93	181.56
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391380	Biz Essentials Add-On 7 PM	GPS	45.37	45.38	44.93	0.00	44.93	180.61
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391418	Biz Essentials Add-On 7 PM	GPS	65.80	65.81	65.03	0.80	64.88	262.32
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391420	Biz Essentials Add-On 7 PM	GPS	45.37	45.38	45.38	0.95	45.08	182.16
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391437	Biz Essentials Add-On 7 PM	GPS	45.37	45.38	45.08	1.10	44.93	181.86
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391441	Biz Essentials Add-On 7 PM	GPS	45.37	45.53	45.83	1.25	44.93	182.91
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391463	Biz Essentials Add-On 7 PM	GPS	45.37	45.38	45.08	0.65	44.93	181.41
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391471	Biz Essentials Add-On 7 PM	GPS	45.52	45.38	44.93	0.80	44.93	181.56
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391488	Biz Essentials Add-On 7 PM	GPS	45.68	45.99	45.08	0.95	45.08	182.78
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391529	Biz Essentials Add-On 7 PM	GPS	45.37	45.38	45.08	0.80	44.93	181.56
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391531	Biz Essentials Add-On 7 PM	GPS	45.37	45.38	45.08	0.80	45.08	181.71
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391533	Biz Essentials Add-On 7 PM	GPS	45.37	45.38	44.93	0.80	44.93	181.41
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391534	Biz Essentials Add-On 7 PM	GPS	45.37	45.53	45.08	0.80	44.93	181.71
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391545	Biz Essentials Add-On 7 PM	GPS	45.37	45.38	45.08	0.65	45.08	181.56
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391547	Biz Essentials Add-On 7 PM	GPS	45.37	45.38	44.93	0.00	44.93	180.61
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391550	Biz Essentials Add-On 7 PM	GPS	45.37	45.38	45.08	0.65	44.93	181.41
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391942	Biz Essentials Add-On 7 PM	Cellular	23.48	23.49	23.63	0.70	23.63	94.93

Account Number	Department Name	Pcs Number	Primary Plan Description	PcsType	AUG	SEP	OCT	NOV	DEC	Total Cost Aug-Dec
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391946	Biz Essentials Add-On 7 PM	Cellular	20.21	20.42	21.43	2.55	21.23	85.84
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562391950	Biz Essentials Add-On 7 PM	Cellular	20.21	20.42	20.23	0.50	20.23	81.59
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562392312	Biz Essentials Add-On 7 PM	GPS	47.73	47.74	47.39	0.65	47.24	190.75
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562392416	Biz Essentials Add-On 7 PM	GPS	47.73	47.74	47.39	0.50	47.24	190.60
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562392452	Biz Essentials Add-On 7 PM	GPS	47.73	47.74	47.39	0.95	47.39	191.20
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562890197	Sprint Biz Essential 1000 7PM	Cellular					8.39	8.39
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562890210	Sprint Biz Essential 1000 7PM	Cellular					8.39	8.39
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562890240	Sprint Biz Essential 1000 7PM	Cellular					8.39	8.39
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562890543	Sprint Biz Essential 1000 7PM	Cellular					8.39	8.39
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562890622	Sprint Biz Essential 1000 7PM	Cellular					8.39	8.39
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562890673	Sprint Biz Essential 1000 7PM	Cellular					8.39	8.39
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562890685	Sprint Biz Essential 1000 7PM	Cellular					8.39	8.39
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562890687	Sprint Biz Essential 1000 7PM	Cellular					8.39	8.39
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562890853	Sprint Biz Essential 1000 7PM	Cellular					8.39	8.39
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562890977	Sprint Biz Essential 1000 7PM	Cellular					8.39	8.39
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562928367	Biz Essentials Add-On 7 PM	Cellular	20.21	20.22	20.23	0.50	20.23	81.39
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562928567	Biz Essentials Add-On 7 PM	Cellular	20.21	20.63	20.23	0.50	20.23	81.80
1100419402200010	GEN GOVT BLDG-CELL PHONE	9562928925	Biz Essentials Add-On 7 PM	Cellular	40.69	40.70	40.18	0.50	40.18	162.25
1100419501150590	DBM-SAFETY DIV-CELL PHONE	9562899429	Sprint Biz Essential 1000 7PM	Cellular	86.39	86.40	86.42	0.00	86.42	345.63
1100419501150590	DBM-SAFETY DIV-CELL PHONE	9562899924	Biz Essentials Add-On 7 PM	Cellular	54.99	54.87	55.08	0.50	54.88	220.32
1100419501150590	DBM-SAFETY DIV-CELL PHONE	9562925349	Sprint Biz Essential 1000 7PM	Cellular	86.39	86.40	86.42	0.50	86.42	346.13
1100419501150590	DBM-SAFETY DIV-CELL PHONE	9562926034	Sprint Biz Essential 1000 7PM	Cellular	86.39	86.40	86.42	0.50	86.42	346.13
1100419501150590	DBM-SAFETY DIV-CELL PHONE	9562926089	Sprint Biz Essential 1000 7PM	Cellular	78.69	78.70	78.72	0.50	78.72	315.33
1100419501150590	DBM-SAFETY DIV-CELL PHONE	9562926208	Sprint Biz Essential 1000 7PM	Cellular	86.39	86.40	86.42	0.50	86.42	346.13
1100419501150590	DBM-SAFETY DIV-CELL PHONE	9562926275	Sprint Biz Essential 1000 7PM	Cellular	86.39	86.40	86.42	0.50	86.42	346.13
1100421001150280	TX ALCOHOLIC BEVERAGE COMM-	9562926978	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.97	0.90	59.77	237.13
1100421001150280	TX ALCOHOLIC BEVERAGE COMM-	9563307785	Sprint Biz Essential 1000 7PM	Cellular	58.94	58.75	59.17	0.70	59.17	236.73
1100421001150280	TX ALCOHOLIC BEVERAGE COMM-	9563930862	Sprint Biz Essential 1000 7PM	Cellular	59.76	58.75	58.77	1.30	59.17	237.75
1100421001150280	TX ALCOHOLIC BEVERAGE COMM-	9566072255	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.95	60.17	0.50	58.77	237.13
1100421001150280	TX ALCOHOLIC BEVERAGE COMM-	9566072266	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.95	59.37	1.10	59.37	237.53
1100421001150280	TX ALCOHOLIC BEVERAGE COMM-	9567203079	Sprint Biz Essential 1000 7PM	Cellular	58.74	59.16	58.77	0.70	59.37	236.74
1100421002940010	CONSTABLE PCT.4-CELL PHONE	9562258361	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100421002950010	CONSTABLE PCT.5-CELL PHONE	9564728619	Sprint Biz Essential 1000 7PM	Cellular	32.42	62.60	83.24	79.39	83.24	340.89
1100422103000010	FIREFIGHTING-CELL PHONE	9562391180	Sprint Biz Essential 1000 7PM	Cellular	54.33	55.59	55.63	8.70	56.63	230.88
1100422103000010	FIREFIGHTING-CELL PHONE	9562893857	Sprint Biz Essential 1000 7PM	Cellular	68.81	66.31	63.12	17.22	73.62	289.08
1100422103000010	FIREFIGHTING-CELL PHONE	9562893873	Sprint Biz Essential 1000 7PM	Cellular	69.92	70.13	69.47	0.70	69.67	279.89
1100422103000010	FIREFIGHTING-CELL PHONE	9563931848	Sprint Biz Essential 1000 7PM	Cellular	66.44	66.45	66.47	0.50	66.47	266.33
1100429003000230	EMERG SRVS-EM-CELL PHONE	9562077306	Connection Card Data Plan UNL	Data Card	86.49	60.49	59.99	0.00	59.99	266.96
1100429003000230	EMERG SRVS-EM-CELL PHONE	9562258851	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100429003000230	EMERG SRVS-EM-CELL PHONE	9562258947	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1100429003000230	EMERG SRVS-EM-CELL PHONE	9562275914	Sprint Biz Essential 1000 7PM	Cellular	90.36	89.53	89.61	0.70	91.86	362.06
1100429003000230	EMERG SRVS-EM-CELL PHONE	9562896549	Sprint Biz Essential 1000 7PM	Cellular	102.40	113.93	111.56	1.70	98.76	428.35
1100429003000230	EMERG SRVS-EM-CELL PHONE	9563289129	Sprint Biz Essential 1000 7PM	Cellular	41.47	41.47	55.15	0.50	55.15	193.74
1100429003000230	EMERG SRVS-EM-CELL PHONE	9564571080	Biz Essentials Add-On 7 PM	Cellular	46.83	57.12	60.82	0.90	61.22	226.89
1100429003000230	EMERG SRVS-EM-CELL PHONE	9567202165	Sprint Biz Essential 1000 7PM	Cellular	89.13	88.30	88.41	5.30	87.41	358.55
1100432001210010	SANITATION PCT.1-CELL PHONE	9562258375	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66

Account Number	Department Name	Pcs Number	Primary Plan Description	PcsType	AUG	SEP	OCT	NOV	DEC	Total Cost Aug-Dec
1100432001230010	SANITATION PCT.3-CELL PHONE	9562792203	Sprint Biz Essential 1000 7PM	Cellular	58.94	58.95	67.06	8.06	64.72	257.73
1100441003400010	HEALTH ADM-CELL PHONE	9562070934	Connection Card Data Plan UNL	Data Card	86.49	60.49	59.99	0.00	59.99	266.96
1100441003400010	HEALTH ADM-CELL PHONE	9562195069	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	0.00	58.77	235.03
1100441003400010	HEALTH ADM-CELL PHONE	9562195077	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	46.80	0.00	223.06
1100441003400010	HEALTH ADM-CELL PHONE	9562195079	Sprint Biz Essential 1000 7PM	Cellular	56.83	55.22	54.83	0.50	54.83	222.21
1100441003400010	HEALTH ADM-CELL PHONE	9562195085	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	0.50	58.77	235.53
1100441003400010	HEALTH ADM-CELL PHONE	9562195107	Sprint Biz Essential 1000 7PM	Cellular	59.15	58.75	58.77	0.50	58.77	235.94
1100441003400010	HEALTH ADM-CELL PHONE	9568271150	Biz Essentials Add-On 7 PM	Cellular	27.34	27.22	27.23	0.50	27.43	109.72
1100441003400010	HEALTH ADM-CELL PHONE	9568271248	Biz Essentials Add-On 7 PM	Cellular	30.00	30.91	31.43	2.30	31.03	125.67
1100441003400010	HEALTH ADM-CELL PHONE	9568271310	Biz Essentials Add-On 7 PM	Cellular	27.34	27.83	27.43	0.50	27.23	110.33
1100441003400010	HEALTH ADM-CELL PHONE	9568271457	Biz Essentials Add-On 7 PM	Cellular	27.34	27.42	27.23	0.00	27.23	109.22
1100441003400010	HEALTH ADM-CELL PHONE	9568271821	Biz Essentials Add-On 7 PM	Cellular	27.34	27.22	27.23	0.90	27.23	109.92
1100441003400010	HEALTH ADM-CELL PHONE	9568271834	Biz Essentials Add-On 7 PM	Cellular	27.34	27.22	27.23	0.70	27.23	109.72
1100441003400010	HEALTH ADM-CELL PHONE	9568271857	Biz Essentials Add-On 7 PM	Cellular	27.34	27.22	27.23	0.50	27.23	109.52
1100441003400010	HEALTH ADM-CELL PHONE	9568271938	Biz Essentials Add-On 7 PM	Cellular	27.34	27.22	27.23	0.86	27.23	109.88
1100441003400010	HEALTH ADM-CELL PHONE	9568279153	Sprint Biz Essential 1000 7PM	Cellular	58.75	59.00	58.97	0.50	58.97	236.19
1100441003400010	HEALTH ADM-CELL PHONE	9568279442	Sprint Biz Essential 1000 7PM	Cellular	61.08	64.69	60.57	0.70	59.37	246.41
1100441003400010	HEALTH ADM-CELL PHONE	9568279465	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.97	0.70	58.77	235.93
1100441003400010	HEALTH ADM-CELL PHONE	9568279741	Sprint Biz Essential 1000 7PM	Cellular	58.74	59.80	58.77	0.50	58.77	236.58
1100441003400010	HEALTH ADM-CELL PHONE	9568279803	Sprint Biz Essential 1000 7PM	Cellular	61.80	58.81	60.83	4.61	62.61	248.66
1100441003400010	HEALTH ADM-CELL PHONE	9568279850	Sprint Biz Essential 1000 7PM	Cellular	58.94	59.16	63.37	29.59	58.77	269.83
1100441003400010	HEALTH ADM-CELL PHONE	9568279927	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	29.14	0.00	205.40
1100441003400030	HEALTH CLINICS-CELL PHONE	9567203916	Sprint Biz Essential 1000 7PM	Cellular	59.76	58.75	57.36	1.50	54.83	232.20
1100441003400030	HEALTH CLINICS-CELL PHONE	9567203931	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	59.17	0.50	58.77	235.93
1100441003400030	HEALTH CLINICS-CELL PHONE	9568782162	Sprint Biz Essential 1000 7PM	Cellular	95.62	58.95	58.77	0.70	58.77	272.81
1200431001150420	COLONIA ACCESS PRG-CELL PHONE	9562079850	Sprint Biz Essential 1000 7PM	Cellular	59.56	58.75	59.37	0.70	58.97	237.35
1200431001220040	CO SHOP-CELL PHONE	9568279987	Biz Essentials Add-On 7 PM	Cellular	27.34	27.22	27.23	0.50	27.23	109.52
1200431002600010	R-O-W DEPT-CELL PHONE	9562079298	Sprint Biz Essential 1000 7PM	Cellular	58.94	58.75	58.77	0.70	59.17	236.33
1200431002600010	R-O-W DEPT-CELL PHONE	9562199065	Sprint Biz Essential 1000 7PM	Cellular	86.39	86.40	86.42	71.60	0.00	330.81
1200431002600010	R-O-W DEPT-CELL PHONE	9562391336	Biz Essentials Add-On 7 PM	GPS	47.73	47.74	47.39	0.00	47.24	190.10
1200431002600010	R-O-W DEPT-CELL PHONE	9562391337	Biz Essentials Add-On 7 PM	GPS	47.73	47.74	47.39	0.80	47.24	190.90
1200431002600010	R-O-W DEPT-CELL PHONE	9562391528	Biz Essentials Add-On 7 PM	GPS	47.73	47.74	47.39	1.10	47.39	191.35
1200431002600010	R-O-W DEPT-CELL PHONE	9562391544	Biz Essentials Add-On 7 PM	GPS	68.16	68.17	67.19	0.95	67.49	271.96
1200431002600010	R-O-W DEPT-CELL PHONE	9562391570	Biz Essentials Add-On 7 PM	GPS	47.73	47.89	47.39	0.80	47.39	191.20
1200431002600010	R-O-W DEPT-CELL PHONE	9562391581	Biz Essentials Add-On 7 PM	GPS	47.73	47.74	47.39	0.80	47.24	190.90
1200431002600010	R-O-W DEPT-CELL PHONE	9562391587	Biz Essentials Add-On 7 PM	GPS	47.73	47.74	48.14	0.80	47.24	191.65
1200431002600010	R-O-W DEPT-CELL PHONE	9562391589	Biz Essentials Add-On 7 PM	GPS	68.16	68.17	67.34	0.95	67.34	271.96
1200431002600010	R-O-W DEPT-CELL PHONE	9562899662	Sprint Biz Essential 1000 7PM	Cellular	58.74	59.16	59.57	0.70	58.77	236.94
1200431002600010	R-O-W DEPT-CELL PHONE	9563301610	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	0.50	59.97	236.73
1200431002600010	R-O-W DEPT-CELL PHONE	9564573766	Sprint Biz Essential 1000 7PM	Cellular	55.22	54.81	55.03	0.50	54.83	220.39
1200431002600010	R-O-W DEPT-CELL PHONE	9564575460	Sprint Biz Essential 1000 7PM	Cellular	59.15	58.75	58.77	0.50	58.77	235.94
1200431002600010	R-O-W DEPT-CELL PHONE	9566487660	Sprint Biz Essential 1000 7PM	Cellular	49.04	48.63	47.83	0.00	54.03	199.53
1200431002600010	R-O-W DEPT-CELL PHONE	9567203115	Sprint Biz Essential 1000 7PM	Cellular	86.39	86.40	86.42	0.50	86.42	346.13
1201431001210040	PCT.1 RD ADM-CELL PHONE	9567206386	Connection Card Data Plan UNL	Data Card	88.49	60.49	59.99	0.00	59.99	268.96
1201431001210040	PCT.1 RD ADM-CELL PHONE	9567206425	Connection Card Data Plan UNL	Data Card	88.49	60.49	59.99	0.00	59.99	268.96
1201431001210040	PCT.1 RD ADM-CELL PHONE	9567207733	Connection Card Data Plan UNL	Data Card	88.49	60.49	59.99	0.00	59.99	268.96

Account Number	Department Name	Pcs Number	Primary Plan Description	PcsType	AUG	SEP	OCT	NOV	DEC	Total Cost Aug-Dec
1202431001220050	PCT.2 RD ADM-CELL PHONE	9562079940	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	0.50	58.97	235.73
1202431001220050	PCT.2 RD ADM-CELL PHONE	9562391341	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	0.50	58.77	235.53
1202431001220050	PCT.2 RD ADM-CELL PHONE	9562926136	Sprint Biz Essential 1000 7PM	Cellular	59.15	58.75	58.77	0.50	58.77	235.94
1202431001220050	PCT.2 RD ADM-CELL PHONE	9563690823	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.95	59.37	0.70	58.97	236.73
1202431001220050	PCT.2 RD ADM-CELL PHONE	9564573496	Sprint Biz Essential 1000 7PM	Cellular	57.47	58.09	59.43	9.55	55.03	239.57
1202431001220050	PCT.2 RD ADM-CELL PHONE	9564575627	Sprint Biz Essential 1000 7PM	Cellular	58.89	58.95	60.75	0.50	58.77	237.86
1203431001230040	PCT.3 RD ADM-CELL PHONE	9562793930	Sprint Biz Essential 1000 7PM	Cellular	58.94	58.95	58.77	0.00	44.68	221.34
1203431001230040	PCT.3 RD ADM-CELL PHONE	9562794010	Sprint Biz Essential 1000 7PM	Cellular	58.94	58.95	59.17	0.70	59.57	237.33
1203431001230040	PCT.3 RD ADM-CELL PHONE	9562890174	Sprint Biz Essential 1000 7PM	Cellular	90.63	98.84	93.87	39.03	103.28	425.65
1203431001230040	PCT.3 RD ADM-CELL PHONE	9562899671	Sprint Biz Essential 1000 7PM	Cellular	58.74	62.97	59.45	2.17	59.09	242.42
1203431001230040	PCT.3 RD ADM-CELL PHONE	9562899826	Sprint Biz Essential 1000 7PM	Cellular	86.39	86.40	86.42	0.50	86.42	346.13
1203431001230040	PCT.3 RD ADM-CELL PHONE	9563304184	Sprint Biz Essential 1000 7PM	Cellular	59.35	58.75	58.97	0.50	58.77	236.34
1203431001230040	PCT.3 RD ADM-CELL PHONE	9563693607	Sprint Biz Essential 1000 7PM	Cellular	59.56	58.75	58.97	0.50	58.77	236.55
1203431001230040	PCT.3 RD ADM-CELL PHONE	9563931831	Sprint Biz Essential 1000 7PM	Cellular	62.36	62.20	60.82	11.62	58.77	255.77
1203431001230040	PCT.3 RD ADM-CELL PHONE	9564576415	Sprint Biz Essential 1000 7PM	Cellular	59.56	65.85	64.48	4.30	58.77	252.96
1203431001230040	PCT.3 RD ADM-CELL PHONE	9566075647	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.95	58.97	0.50	58.77	235.93
1204431001240070	PCT.4 P/U RD-CELL PHONE	9562795613	Sprint Biz Essential 1000 7PM	Cellular	59.78	59.16	65.26	0.70	65.17	250.07
1204431001240070	PCT.4 P/U RD-CELL PHONE	9562795865	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	0.50	58.97	235.73
1204431001240070	PCT.4 P/U RD-CELL PHONE	9563309402	Sprint Biz Essential 1000 7PM	Cellular	58.74	59.00	59.46	0.70	63.56	241.46
1204431001240070	PCT.4 P/U RD-CELL PHONE	9564672617	Sprint Biz Essential 1000 7PM	Cellular				41.52	49.03	90.55
1204431001240070	PCT.4 P/U RD-CELL PHONE	9566488733	Sprint Biz Essential 1000 7PM	Cellular	0.00	0.00	0.00	41.72	47.83	89.55
1212452001220080	PARKS PCT.2-CELL PHONE	9562079845	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	0.70	58.77	235.73
1212452001220080	PARKS PCT.2-CELL PHONE	9567205055	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	0.50	61.93	238.69
1213452001230080	PARKS PCT.3-CELL PHONE	9562258607	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1213452001230080	PARKS PCT.3-CELL PHONE	9563306438	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.95	58.77	0.50	58.77	235.73
1214452001240090	PARKS PCT.4-CELL PHONE	9562795789	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	0.50	58.97	235.73
1222412000800060	DA BAD CK-CELL PHONE	9562072427	Sprint Biz Essential 1000 7PM	Cellular	61.39	76.88	65.56	14.92	69.58	288.33
1222412000800060	DA BAD CK-CELL PHONE	9562258126	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1222412000800060	DA BAD CK-CELL PHONE	9562258827	Connection Card Data Plan UNL	Data Card	45.53	35.14	46.19	0.00	46.19	173.05
1222412000800060	DA BAD CK-CELL PHONE	9562258915	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1222412000800060	DA BAD CK-CELL PHONE	9562258932	Connection Card Data Plan UNL	Data Card	35.34	35.14	46.19	0.00	46.19	162.86
1222412000800060	DA BAD CK-CELL PHONE	9562798479	Sprint Biz Essential 1000 7PM	Cellular	67.13	72.22	69.34	12.81	70.71	292.21
1222412000800060	DA BAD CK-CELL PHONE	9564572562	Sprint Biz Essential 1000 7PM	Cellular	59.35	59.57	58.77	2.50	61.57	241.76
1222412000800060	DA BAD CK-CELL PHONE	9568279198	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	1.59	58.77	236.62
1242412000600010	JUSTICE CRT TECH	9562258294	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1242412000600010	JUSTICE CRT TECH	9562258627	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1242412000600010	JUSTICE CRT TECH	9562258777	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1242412000600010	JUSTICE CRT TECH	9562258964	Connection Card Data Plan UNL	Data Card	35.14	35.14	46.19	0.00	46.19	162.66
1282412300850018	INDIGENT DEF PUBLIC DEFENDER	9564576040	Connection Card Data Plan UNL	Data Card	86.49	60.49	59.99	0.00	59.99	266.96
1285421002930058	STOP TRUANCY-CELL PHONE	9564575164	Sprint Biz Essential 1000 7PM	Cellular	60.17	63.46	96.77	50.35	90.22	360.97
1285421002930058	STOP TRUANCY-CELL PHONE	9564575221	Sprint Biz Essential 1000 7PM	Cellular	60.17	59.57	58.97	11.90	63.37	253.98
1285421002930058	STOP TRUANCY-CELL PHONE	9564575578	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.97	0.90	58.77	236.13
1292441003500017		9565785972	Sprint Biz Essential 1000 7PM	Cellular	86.39	86.40	86.42	0.50	86.42	346.13
1292441003500018	WIC ADM-CELL PHONE	9562797850	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	59.37	0.70	58.77	236.33
1292441003500018	WIC ADM-CELL PHONE	9562797851	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	59.37	1.90	58.97	237.73
1292441003500018	WIC ADM-CELL PHONE	9562797908	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	0.50	58.97	235.73

Account Number	Department Name	Pcs Number	Primary Plan Description	PcsType	AUG	SEP	OCT	NOV	DEC	Total Cost Aug-Dec
1292441003500018	WIC ADM-CELL PHONE	9567201456	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	0.62	58.77	235.65
1292441003500018	WIC ADM-CELL PHONE	9567201796	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.95	58.77	0.50	59.67	236.63
1292441003500018	WIC ADM-CELL PHONE	9567201913	Sprint Biz Essential 1000 7PM	Cellular	58.74	60.56	58.97	0.50	58.77	237.54
1292441003500018	WIC ADM-CELL PHONE	9568279932	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	0.70	58.77	235.73
1292441003500018	WIC ADM-CELL PHONE	9568745557	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	0.50	58.77	235.53
1293441003400139	TDH PHPSB-CELL PHONE	9568023567	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	61.20	0.50	58.77	237.96
1293441003400139	TDH PHPSB-CELL PHONE	9568023568	Sprint Biz Essential 1000 7PM	Cellular	61.58	58.75	59.17	0.50	60.03	240.03
1293441003400139	TDH PHPSB-CELL PHONE	9568023571	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	58.77	1.10	58.77	236.13
1293441003400139	TDH PHPSB-CELL PHONE	9568023573	Sprint Biz Essential 1000 7PM	Cellular	59.76	58.75	58.97	0.50	58.77	236.75
1293441003400139	TDH PHPSB-CELL PHONE	9568023576	Sprint Biz Essential 1000 7PM	Cellular	58.94	58.75	59.37	0.50	59.60	237.16
1293441003400139	TDH PHPSB-CELL PHONE	9568023578	Sprint Biz Essential 1000 7PM	Cellular	58.74	58.75	59.17	0.50	58.77	235.93
1295423003300280	WESL B/C-CELL PHONE	9562199921	Sprint Biz Essential 1000 7PM	Cellular	58.74	59.16	58.77	0.50	58.77	235.94
1295423003300280	WESL B/C-CELL PHONE	9562199925	Sprint Biz Essential 1000 7PM	Cellular	43.82	164.70	133.77	1.43	58.77	402.49
				EBA Report - Electronic Bill	**17,273.55**	**13,156.84**	**16,041.57**	**3,045.66**	**14,783.05**	**64,300.67**
				Equipment (Does not show on EBA)		**479.98**	**199.96**		**749.97**	
				Sprint Discount					**(3.25)**	
				Invoice 767543384 - Paper Bill	**$ 17,273.55**	**$ 13,636.82**	**$ 16,241.53**	**$ 3,045.66**	**$ 15,529.77**	

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
8-1100-412-00-004-001-0-534	206TH DC-INTERNET	550.00	550.00	.00	.00	550.00	.00
001		**550.00**	**550.00**	**.00**	**.00**	**550.00**	**.00**
001							
8-1100-412-00-006-001-0-534	332ND DC-INTERNET	400.00	400.00	.00	.00	400.00	.00
001		**400.00**	**400.00**	**.00**	**.00**	**400.00**	**.00**
001							
8-1100-412-00-007-001-0-534	370TH DC-INTERNET	.00	66.00	.00	.00	66.00	.00
001		**.00**	**66.00**	**.00**	**.00**	**66.00**	**.00**
001							
8-1100-412-00-008-001-0-534	389TH DC-INTERNET	500.00	324.00	.00	.00	324.00	.00
001		**500.00**	**324.00**	**.00**	**.00**	**324.00**	**.00**
003							
8-1100-412-00-009-003-0-534	INDIGENT DEFENSE-INTERNET	2,920.00	3,007.01	915.92	1,975.88	115.21	96.17
003		**2,920.00**	**3,007.01**	**915.92**	**1,975.88**	**115.21**	**96.17**
001							
8-1100-412-00-061-001-0-532	JP PCT 1/PL 1-CELL PHONE	790.00	801.62	.00	432.41	369.21	53.94
001		**790.00**	**801.62**	**.00**	**432.41**	**369.21**	**53.94**
001							
8-1100-412-00-062-001-0-532	JP PCT 1/PL 2-CELL PHONE	1,501.00	501.00	.00	.00	501.00	.00
001		**1,501.00**	**501.00**	**.00**	**.00**	**501.00**	**.00**
001							
8-1100-412-00-066-001-0-532	JP PCT 3/PL 2-CELL PHONE	.00	781.87	.00	423.87	358.00	54.21
001		**.00**	**781.87**	**.00**	**423.87**	**358.00**	**54.21**
001							
8-1100-412-00-068-001-0-532	JP PCT 4/PL 2-CELL PHONE	1,500.00	910.99	.00	488.01	422.98	53.57
8-1100-412-00-068-001-0-534	JP PCT 4/PL 2-INTERNET	1,000.00	1,792.15	.00	884.89	907.26	49.38
001		**2,500.00**	**2,703.14**	**.00**	**1,372.90**	**1,330.24**	**50.79**
001							
8-1100-412-00-069-001-0-532	JP PCT 5/PL 1-CELL PHONE	.00	900.00	.00	.00	900.00	.00
001		**.00**	**900.00**	**.00**	**.00**	**900.00**	**.00**
002							
8-1100-412-00-080-002-0-534	CRIM DA-INTERNET	3,500.00	3,500.00	.00	.00	3,500.00	.00
002		**3,500.00**	**3,500.00**	**.00**	**.00**	**3,500.00**	**.00**
001							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
8-1100-412-00-090-001-0-534	DIST CLERK-INTERNET	.00	736.75	85.91	251.06	399.78	45.74
001		**.00**	**736.75**	**85.91**	**251.06**	**399.78**	**45.74**
006							
8-1100-413-00-110-006-0-532	CO JUDGE-CELL PHONE	1,000.00	649.45	.00	62.27	587.18	9.59
8-1100-413-00-110-006-0-534	CO JUDGE-INTERNET	.00	980.70	309.98	241.96	428.76	56.28
006		**1,000.00**	**1,630.15**	**309.98**	**304.23**	**1,015.94**	**37.68**
001							
8-1100-414-00-130-001-0-532	ELECTIONS DEPT-CELL PHONE	30,000.00	27,295.10	.00	15,836.70	11,458.40	58.02
8-1100-414-00-130-001-0-534	ELECTIONS DEPT-INTERNET	35,000.00	15,161.11	.00	6,386.21	8,774.90	42.12
001		**65,000.00**	**42,456.21**	**.00**	**22,222.91**	**20,233.30**	**52.34**
001							
8-1100-415-00-200-001-0-532	INFO TECH DEPT-CELL PHONE	6,800.00	19,480.63	55.00	11,395.36	8,030.27	58.78
8-1100-415-00-200-001-0-533	INFO TECH DEPT-PAGER	6,200.00	4,266.00	.00	2,182.84	2,083.16	51.17
8-1100-415-00-200-001-0-534	INFO TECH DEPT-INTERNET	2,000.00	9,501.05	.00	5,304.27	4,196.78	55.83
001		**15,000.00**	**33,247.68**	**55.00**	**18,882.47**	**14,310.21**	**56.96**
002							
8-1100-415-00-200-002-0-532	COMPUTER DEPT- CELL PHONE	3,000.00	.00	.00	.00	.00	.00
8-1100-415-00-200-002-0-534	COMPUTER DEPT-INTERNET	75,000.00	48,477.68	16,537.87	29,163.21	2,776.60	94.27
002		**78,000.00**	**48,477.68**	**16,537.87**	**29,163.21**	**2,776.60**	**94.27**
001							
8-1100-415-14-115-001-0-532	DBM-BUDGET DIV-CELL PHONE	800.00	614.30	.00	189.29	425.01	30.81
8-1100-415-14-115-001-0-534	DBM-BUDGET DIV-INTERNET	2,100.00	1,080.70	55.00	241.96	783.74	27.48
001		**2,900.00**	**1,695.00**	**55.00**	**431.25**	**1,208.75**	**28.69**
001							
8-1100-415-15-140-001-0-532	TAX OFF-CELL PHONE	5,000.00	4,482.24	2,172.20	2,291.80	18.24	99.59
8-1100-415-15-140-001-0-534	TAX OFF-INTERNET	2,000.00	500.00	.00	25.00	475.00	5.00
001		**7,000.00**	**4,982.24**	**2,172.20**	**2,316.80**	**493.24**	**90.10**
001							
8-1100-415-18-160-001-0-532	PURCHASING-CELL PHONE	1,500.00	708.88	107.83	601.05	.00	100.00
8-1100-415-18-160-001-0-534	PURCHASING-INTERNET	800.00	698.49	353.53	344.96	.00	100.00
001		**2,300.00**	**1,407.37**	**461.36**	**946.01**	**.00**	**100.00**
001							
8-1100-415-21-170-001-0-532	CO AUDITOR-CELL PHONE	.00	273.43	.00	172.60	100.83	63.12

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
8-1100-415-21-170-001-0-534	CO AUDITOR-INTERNET	1,500.00	917.93	140.91	326.55	450.47	50.93
001		**1,500.00**	**1,191.36**	**140.91**	**499.15**	**551.30**	**53.73**
001							
8-1100-415-40-180-001-0-534	CO CLERK-INTERNET	3,000.00	2,374.85	.00	1,678.02	696.83	70.66
001		**3,000.00**	**2,374.85**	**.00**	**1,678.02**	**696.83**	**70.66**
002							
8-1100-415-50-190-002-0-532	HUMAN RESOURCES-CELL PHONE	500.00	933.79	.00	503.64	430.15	53.94
002		**500.00**	**933.79**	**.00**	**503.64**	**430.15**	**53.94**
001							
8-1100-419-10-210-001-0-532	PLANNING DEPT-CELL PHONE	450.00	4,810.65	.00	2,216.32	2,594.33	46.07
8-1100-419-10-210-001-0-534	PLANNING DEPT-INTERNET	907.50	2,502.99	.00	2,208.36	294.63	88.23
001		**1,357.50**	**7,313.64**	**.00**	**4,424.68**	**2,888.96**	**60.50**
069							
8-1100-419-40-115-069-0-532	CRTHSE PK LOT-CELL PHONE	2,150.00	3,273.74	.00	1,658.74	1,615.00	50.67
069		**2,150.00**	**3,273.74**	**.00**	**1,658.74**	**1,615.00**	**50.67**
001							
8-1100-419-40-220-001-0-532	GEN GOVT BLDG-CELL PHONE	10,000.00	13,519.59	2,193.41	5,663.45	5,662.73	58.11
8-1100-419-40-220-001-0-534	GEN GOVT BLDG-INTERNET	.00	7,078.30	.00	3,200.15	3,878.15	45.21
001		**10,000.00**	**20,597.89**	**2,193.41**	**8,863.60**	**9,540.88**	**53.68**
059							
8-1100-419-50-115-059-0-532	DBM-SAFETY DIV-CELL PHONE	8,500.00	8,689.46	.00	4,718.79	3,970.67	54.30
059		**8,500.00**	**8,689.46**	**.00**	**4,718.79**	**3,970.67**	**54.30**
028							
8-1100-421-00-115-028-0-532	TX ALCOHOLIC BEVERAGE COMM-CELL PHONE	3,000.00	5,999.62	.00	3,092.68	2,906.94	51.55
028		**3,000.00**	**5,999.62**	**.00**	**3,092.68**	**2,906.94**	**51.55**
001							
8-1100-421-00-280-001-0-533	SHERIFF-PAGER	11,000.00	11,000.00	759.93	9,557.47	682.60	93.79
8-1100-421-00-280-001-0-534	SHERIFF-INTERNET	11,935.00	6,744.18	.00	2,281.41	4,462.77	33.83
001		**22,935.00**	**17,744.18**	**759.93**	**11,838.88**	**5,145.37**	**71.00**
001							
8-1100-421-00-291-001-0-533	CONSTABLE PCT.1-PAGER	1,319.00	.00	.00	.00	.00	.00
001		**1,319.00**	**.00**	**.00**	**.00**	**.00**	**.00**
001							
8-1100-421-00-292-001-0-533	CONSTABLE PCT.2-PAGER	500.00	500.00	.00	.00	500.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
001							
001		**500.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
001							
8-1100-421-00-293-001-0-532	CONSTABLE PCT.3-CELL PHONE	.00	1,100.00	.00	.00	1,100.00	.00
001		**.00**	**1,100.00**	**.00**	**.00**	**1,100.00**	**.00**
001							
8-1100-421-00-294-001-0-532	CONSTABLE PCT.4-CELL PHONE	250.00	250.00	.00	.00	250.00	.00
8-1100-421-00-294-001-0-534	CONSTABLE PCT.4-INTERNET	.00	788.33	.00	397.55	390.78	50.43
001		**250.00**	**1,038.33**	**.00**	**397.55**	**640.78**	**38.29**
001							
8-1100-421-00-295-001-0-532	CONSTABLE PCT.5-CELL PHONE	1,400.00	1,193.42	.00	497.26	696.16	41.67
8-1100-421-00-295-001-0-534	CONSTABLE PCT.5-INTERNET	300.00	300.00	.00	.00	300.00	.00
001		**1,700.00**	**1,493.42**	**.00**	**497.26**	**996.16**	**33.30**
001							
8-1100-422-10-300-001-0-532	EMERG SRVS-FM-CELL PHONE	4,675.00	3,873.74	.00	2,062.28	1,811.46	53.24
001		**4,675.00**	**3,873.74**	**.00**	**2,062.28**	**1,811.46**	**53.24**
002							
8-1100-423-60-330-002-0-533	JUV PROB-PAGER	250.00	163.44	.00	163.44	.00	100.00
002		**250.00**	**163.44**	**.00**	**163.44**	**.00**	**100.00**
023							
8-1100-429-00-300-023-0-532	EMERG SRVS-EM-CELL PHONE	.00	4,700.47	50.09	2,661.52	1,988.86	57.69
8-1100-429-00-300-023-0-534	EMERG SRVS-EM-INTERNET	.00	1,670.28	600.85	709.11	360.32	78.43
023		**.00**	**6,370.75**	**650.94**	**3,370.63**	**2,349.18**	**63.13**
001							
8-1100-432-00-121-001-0-534	SANITATION PCT.1-INTERNET	.00	427.58	.00	205.57	222.01	48.08
001		**.00**	**427.58**	**.00**	**205.57**	**222.01**	**48.08**
001							
8-1100-432-00-123-001-0-532	SANITATION PCT.3-CELL PHONE	1,560.00	1,078.77	306.01	448.05	324.71	69.90
001		**1,560.00**	**1,078.77**	**306.01**	**448.05**	**324.71**	**69.90**
001							
8-1100-441-00-340-001-0-532	HEALTH ADM-CELL PHONE	.00	9,943.56	5,381.22	4,510.28	52.06	99.48
8-1100-441-00-340-001-0-533	HEALTH ADM-PAGER	1,000.00	1,000.00	.00	.00	1,000.00	.00
8-1100-441-00-340-001-0-534	HEALTH ADM-INTERNET	1,500.00	1,500.00	.00	.00	1,500.00	.00
001		**2,500.00**	**12,443.56**	**5,381.22**	**4,510.28**	**2,552.06**	**79.49**
003							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
003							
8-1100-441-00-340-003-0-532	HEALTH CLINICS-CELL PHONE	1,500.00	1,562.76	542.19	904.27	116.30	92.56
003		**1,500.00**	**1,562.76**	**542.19**	**904.27**	**116.30**	**92.56**
001							
8-1100-444-00-360-001-0-533	CHILD WELFARE-PAGER	750.00	750.00	.00	.00	750.00	.00
001		**750.00**	**750.00**	**.00**	**.00**	**750.00**	**.00**
1100 GENERAL FUND		**251,807.50**	**247,088.60**	**30,567.85**	**128,560.51**	**87,960.24**	**64.40**
1200 R&B COUNTY WIDE							
042							
8-1200-431-00-115-042-0-532	COLONIA ACCESS PRG-CELL PHONE	600.00	834.05	.00	447.25	386.80	53.62
042		**600.00**	**834.05**	**.00**	**447.25**	**386.80**	**53.62**
004							
8-1200-431-00-122-004-0-532	CO SHOP-CELL PHONE	.00	600.00	.00	145.61	454.39	24.27
004		**.00**	**600.00**	**.00**	**145.61**	**454.39**	**24.27**
001							
8-1200-431-00-260-001-0-532	R-O-W DEPT-CELL PHONE	3,000.00	8,586.58	.00	3,667.29	4,919.29	42.71
8-1200-431-00-260-001-0-534	R-O-W DEPT-INTERNET	.00	4,000.00	.00	1,640.22	2,359.78	41.01
001		**3,000.00**	**12,586.58**	**.00**	**5,307.51**	**7,279.07**	**42.17**
1200 R&B COUNTY WIDE		**3,600.00**	**14,020.63**	**.00**	**5,900.37**	**8,120.26**	**42.08**
1201 R&B PRECINCT NO.1							
004							
8-1201-431-00-121-004-0-533	PCT.1 RD ADM-PAGER	150.00	100.00	.00	83.45	16.55	83.45
8-1201-431-00-121-004-0-534	PCT.1 RD ADM-INTERNET	2,900.00	2,294.36	.00	362.94	1,931.42	15.82
004		**3,050.00**	**2,394.36**	**.00**	**446.39**	**1,947.97**	**18.64**
1201 R&B PRECINCT NO.1		**3,050.00**	**2,394.36**	**.00**	**446.39**	**1,947.97**	**18.64**
1202 R&B PRECINCT NO.2							
005							
8-1202-431-00-122-005-0-532	PCT.2 RD ADM-CELL PHONE	2,500.00	4,500.00	55.00	2,320.52	2,124.48	52.79
8-1202-431-00-122-005-0-534	PCT.2 RD ADM-INTERNET	950.00	950.00	.00	.00	950.00	.00
005		**3,450.00**	**5,450.00**	**55.00**	**2,320.52**	**3,074.48**	**43.59**
1202 R&B PRECINCT NO.2		**3,450.00**	**5,450.00**	**55.00**	**2,320.52**	**3,074.48**	**43.59**
1203 R&B PRECINCT NO.3							
004							
8-1203-431-00-123-004-0-532	PCT.3 RD ADM-CELL PHONE	8,000.00	8,171.18	2,230.26	4,301.83	1,639.09	79.94
004		**8,000.00**	**8,171.18**	**2,230.26**	**4,301.83**	**1,639.09**	**79.94**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1203 R&B PRECINCT NO.3							
1203 R&B PRECINCT NO.3		**8,000.00**	**8,171.18**	**2,230.26**	**4,301.83**	**1,639.09**	**79.94**
1204 R&B PRECINCT NO.4							
007							
8-1204-431-00-124-007-0-532	PCT.4 P/U RD-CELL PHONE	3,000.00	3,250.43	731.90	1,577.97	940.56	71.06
8-1204-431-00-124-007-0-534	PCT.4 P/U RD-INTERNET	1,020.00	1,020.00	.00	.00	1,020.00	.00
007		**4,020.00**	**4,270.43**	**731.90**	**1,577.97**	**1,960.56**	**54.09**
1204 R&B PRECINCT NO.4		**4,020.00**	**4,270.43**	**731.90**	**1,577.97**	**1,960.56**	**54.09**
1211 PARKS PRECINCT NO.1							
013							
8-1211-452-00-121-013-0-532	PARKS PCT.1-CELL PHONE	.00	300.00	.00	.00	300.00	.00
013		**.00**	**300.00**	**.00**	**.00**	**300.00**	**.00**
1211 PARKS PRECINCT NO.1		**.00**	**300.00**	**.00**	**.00**	**300.00**	**.00**
1212 PARKS PRECINCT NO.2							
008							
8-1212-452-00-122-008-0-532	PARKS PCT.2-CELL PHONE	960.00	1,960.00	.00	1,299.97	660.03	66.33
008		**960.00**	**1,960.00**	**.00**	**1,299.97**	**660.03**	**66.33**
1212 PARKS PRECINCT NO.2		**960.00**	**1,960.00**	**.00**	**1,299.97**	**660.03**	**66.33**
1213 PARKS PRECINCT NO.3							
008							
8-1213-452-00-123-008-0-532	PARKS PCT.3-CELL PHONE	750.00	1,449.38	349.15	535.33	564.90	61.02
8-1213-452-00-123-008-0-534	PARKS PCT.3-INTERNET	1,020.00	1,342.84	.00	572.57	770.27	42.64
008		**1,770.00**	**2,792.22**	**349.15**	**1,107.90**	**1,335.17**	**52.18**
1213 PARKS PRECINCT NO.3		**1,770.00**	**2,792.22**	**349.15**	**1,107.90**	**1,335.17**	**52.18**
1214 PARKS PRECINCT NO.4							
009							
8-1214-452-00-124-009-0-532	PARKS PCT.4-CELL PHONE	550.00	1,052.06	143.83	536.45	371.78	64.66
009		**550.00**	**1,052.06**	**143.83**	**536.45**	**371.78**	**64.66**
1214 PARKS PRECINCT NO.4		**550.00**	**1,052.06**	**143.83**	**536.45**	**371.78**	**64.66**
1220 LEOSE FUND							
004							
8-1220-421-00-280-004-0-534	SHERIFF LEOSE-INTERNET	5,515.00	5,515.00	.00	.00	5,515.00	.00
004		**5,515.00**	**5,515.00**	**.00**	**.00**	**5,515.00**	**.00**
1220 LEOSE FUND		**5,515.00**	**5,515.00**	**.00**	**.00**	**5,515.00**	**.00**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
006							
8-1222-412-00-080-006-0-532	DA BAD CK-CELL PHONE	6,000.00	5,724.60	.00	2,337.03	3,387.57	40.82

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
006							
8-1222-412-00-080-006-0-533	DA BAD CK-PAGER	.00	275.40	.00	275.40	.00	100.00
8-1222-412-00-080-006-0-534	DA BAD CK-INTERNET	4,000.00	4,000.00	.00	1,030.17	2,969.83	25.75
006		**10,000.00**	**10,000.00**	**.00**	**3,642.60**	**6,357.40**	**36.43**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**10,000.00**	**10,000.00**	**.00**	**3,642.60**	**6,357.40**	**36.43**
1228 SHERIFF EQUITABLE SHARING-TREASURY FUNDS							
006							
8-1228-421-00-280-006-0-532	SHRF FED SHARING-US TREAS-CELL PHONE	10,000.00	10,000.00	.00	.00	10,000.00	.00
006		**10,000.00**	**10,000.00**	**.00**	**.00**	**10,000.00**	**.00**
1228 SHERIFF EQUITABLE SHARING-TREASURY FUNDS		**10,000.00**	**10,000.00**	**.00**	**.00**	**10,000.00**	**.00**
1229 SHERIFF EQUITABLE SHARING-JUSTICE FUNDS							
007							
8-1229-421-00-280-007-0-532	SHRF FED SHARING-USDJ-CELL PHONE	21,301.27	42,000.00	.00	34,355.73	7,644.27	81.80
007		**21,301.27**	**42,000.00**	**.00**	**34,355.73**	**7,644.27**	**81.80**
1229 SHERIFF EQUITABLE SHARING-JUSTICE FUNDS		**21,301.27**	**42,000.00**	**.00**	**34,355.73**	**7,644.27**	**81.80**
1242 JUSTICE COURT TECHNOLOGY FUND 9/01-8/05							
001							
8-1242-412-00-060-001-0-534	JUSTICE CRT TECH-INTERNET	25,000.00	25,066.43	.00	13,157.46	11,908.97	52.49
001		**25,000.00**	**25,066.43**	**.00**	**13,157.46**	**11,908.97**	**52.49**
1242 JUSTICE COURT TECHNOLOGY FUND 9/01-8/05		**25,000.00**	**25,066.43**	**.00**	**13,157.46**	**11,908.97**	**52.49**
1247 LAW LIBRARY							
001							
8-1247-412-50-100-001-0-534	LAW LIBRARY-INTERNET	75,000.00	78,700.00	.00	78,188.36	511.64	99.35
001		**75,000.00**	**78,700.00**	**.00**	**78,188.36**	**511.64**	**99.35**
1247 LAW LIBRARY		**75,000.00**	**78,700.00**	**.00**	**78,188.36**	**511.64**	**99.35**
1251 HIDTA CHAPTER 59 STATE ASSET FORFEITURE							
011							
8-1251-412-00-270-011-0-532	HIDTA CHAPTER 59-CELL PHONE	.00	1,000.00	.00	.00	1,000.00	.00
8-1251-412-00-270-011-0-534	HIDTA CHAPTER 59-INTERNET	.00	1,500.00	.00	364.52	1,135.48	24.30
011		**.00**	**2,500.00**	**.00**	**364.52**	**2,135.48**	**14.58**
1251 HIDTA CHAPTER 59 STATE ASSET FORFEITURE		**.00**	**2,500.00**	**.00**	**364.52**	**2,135.48**	**14.58**
1282 DESIGNATED PURPOSE GRANTS LVL 2							
002							
8-1282-412-00-068-002-0-534	TRUANCY-INTERNET	.00	5,760.00	.00	.00	5,760.00	.00
002		**.00**	**5,760.00**	**.00**	**.00**	**5,760.00**	**.00**
001							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1282 DESIGNATED PURPOSE GRANTS LVL 2							
001							
8-1282-412-30-085-001-8-534	PUBLIC DEFENDER-INTERNET	.00	627.77	.00	56.96	570.81	9.07
8-1282-412-30-085-001-9-534	PUBLIC DEFENDER-INTERNET	.00	800.00	.00	.00	800.00	.00
001		**.00**	**1,427.77**	**.00**	**56.96**	**1,370.81**	**3.99**
1282 DESIGNATED PURPOSE GRANTS LVL 2		**.00**	**7,187.77**	**.00**	**56.96**	**7,130.81**	**.79**
1283 DESIGNATED PURPOSE GRANTS LVL 3							
022							
8-1283-429-10-300-022-6-532	2005 HOMELAND SECURITY-CELL PHONE	.00	20.08	.00	-3.39	23.47	-16.88
022		**.00**	**20.08**	**.00**	**-3.39**	**23.47**	**-16.88**
1283 DESIGNATED PURPOSE GRANTS LVL 3		**.00**	**20.08**	**.00**	**-3.39**	**23.47**	**-16.88**
1285 DESIGNATED PURPOSE GRANTS LVL 5							
005							
8-1285-421-00-293-005-8-532	STOP TRUANCY-CELL PHONE	.00	1,369.92	.00	1,369.92	.00	100.00
005		**.00**	**1,369.92**	**.00**	**1,369.92**	**.00**	**100.00**
1285 DESIGNATED PURPOSE GRANTS LVL 5		**.00**	**1,369.92**	**.00**	**1,369.92**	**.00**	**100.00**
1291 HIDTA							
003							
8-1291-412-00-270-003-7-532	HIDTA TASK FORCE-CELL PHONE	.00	2,683.20	.00	2,683.20	.00	100.00
8-1291-412-00-270-003-7-534	HIDTA TASK FORCE-INTERNET	.00	803.88	.00	803.88	.00	100.00
8-1291-412-00-270-003-8-532	HIDTA TASK FORCE-CELL PHONE	.00	10,800.00	.00	4,654.50	6,145.50	43.10
8-1291-412-00-270-003-8-534	HIDTA TASK FORCE-INTERNET	.00	1,800.00	.00	1,800.00	.00	100.00
003		**.00**	**16,087.08**	**.00**	**9,941.58**	**6,145.50**	**61.80**
1291 HIDTA		**.00**	**16,087.08**	**.00**	**9,941.58**	**6,145.50**	**61.80**
1292 WIC							
001							
8-1292-441-00-350-001-8-532	WIC ADM-CELL PHONE	.00	6,061.42	.00	3,408.78	2,652.64	56.24
8-1292-441-00-350-001-8-534	WIC ADM-INTERNET	.00	1,705.79	.00	883.15	822.64	51.77
8-1292-441-00-350-001-9-532	WIC ADM-CELL PHONE	.00	5,000.00	2,000.00	.00	3,000.00	40.00
8-1292-441-00-350-001-9-534	WIC ADM-INTERNET	.00	2,000.00	.00	230.94	1,769.06	11.55
001		**.00**	**14,767.21**	**2,000.00**	**4,522.87**	**8,244.34**	**44.17**
1292 WIC		**.00**	**14,767.21**	**2,000.00**	**4,522.87**	**8,244.34**	**44.17**
1293 HEALTH DEPARTMENT							
013							
8-1293-441-00-340-013-8-532	TDH PHPSB-CELL PHONE	.00	10,159.89	.00	4,789.74	5,370.15	47.14
8-1293-441-00-340-013-8-534	TDH PHPSB-INTERNET	.00	2,966.10	.00	2,589.65	376.45	87.31

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1293 HEALTH DEPARTMENT							
013							
8-1293-441-00-340-013-9-532	TDH PHPSB-CELL PHONE	.00	5,376.00	1,798.27	2,525.21	1,052.52	80.42
8-1293-441-00-340-013-9-534	TDH PHPSB-INTERNET	.00	4,440.00	2,590.25	1,849.75	.00	100.00
013		**.00**	**22,941.99**	**4,388.52**	**11,754.35**	**6,799.12**	**70.36**
1293 HEALTH DEPARTMENT		**.00**	**22,941.99**	**4,388.52**	**11,754.35**	**6,799.12**	**70.36**
1295 POST ADJUDICATION JUVENILE BOOT CAMP							
028							
8-1295-423-00-330-028-0-532	WESL B/C-CELL PHONE	1,200.00	2,400.00	.00	1,466.49	933.51	61.10
8-1295-423-00-330-028-0-534	WESL B/C-INTERNET	2,000.00	4,000.00	.00	1,309.00	2,691.00	32.73
028		**3,200.00**	**6,400.00**	**.00**	**2,775.49**	**3,624.51**	**43.37**
1295 POST ADJUDICATION JUVENILE BOOT CAMP		**3,200.00**	**6,400.00**	**.00**	**2,775.49**	**3,624.51**	**43.37**
1297 ADULT PROBATION							
002							
8-1297-423-00-320-002-8-534	BASIC SUPERVISION-INTERNET	.00	19,274.72	.00	12,999.20	6,275.52	67.44
8-1297-423-00-320-002-9-534	BASIC SUPERVISION-INTERNET	.00	22,000.00	.00	5,610.10	16,389.90	25.50
002		**.00**	**41,274.72**	**.00**	**18,609.30**	**22,665.42**	**45.09**
005							
8-1297-423-00-320-005-9-533	RESTITUTION CTR-PAGER	.00	70.00	.00	.00	70.00	.00
005		**.00**	**70.00**	**.00**	**.00**	**70.00**	**.00**
008							
8-1297-423-00-320-008-8-533	COMM CORR-PAGER	.00	4.32	.00	.00	4.32	.00
008		**.00**	**4.32**	**.00**	**.00**	**4.32**	**.00**
020							
8-1297-423-00-320-020-9-533	SATF-PAGER	.00	830.00	.00	.00	830.00	.00
020		**.00**	**830.00**	**.00**	**.00**	**830.00**	**.00**
1297 ADULT PROBATION		**.00**	**42,179.04**	**.00**	**18,609.30**	**23,569.74**	**44.12**
8 YEAR		**427,223.77**	**572,234.00**	**40,466.51**	**324,787.66**	**206,979.83**	**63.83**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-412-00-002-001-0-532	93RD DC-CELL PHONE	300.00	300.00	.00	.00	300.00	.00
9-1100-412-00-004-001-0-534	206TH DC-INTERNET	100.00	100.00	.00	.00	100.00	.00
9-1100-412-00-006-001-0-534	332ND DC-INTERNET	400.00	400.00	.00	.00	400.00	.00
9-1100-412-00-009-003-0-534	INDIGENT DEFENSE-INTERNET	3,120.00	3,120.00	2,916.00	.00	204.00	93.46
9-1100-412-00-061-001-0-532	JP PCT 1/PL 1-CELL PHONE	900.00	900.00	.00	.00	900.00	.00
9-1100-412-00-066-001-0-532	JP PCT 3/PL 2-CELL PHONE	1,488.29	1,488.29	.00	.00	1,488.29	.00
9-1100-412-00-068-001-0-532	JP PCT 4/PL 2-CELL PHONE	911.00	911.00	.00	.00	911.00	.00
9-1100-412-00-068-001-0-534	JP PCT 4/PL 2-INTERNET	1,000.00	1,000.00	.00	.00	1,000.00	.00
9-1100-412-00-080-002-0-534	CRIM DA-INTERNET	3,500.00	3,500.00	.00	.00	3,500.00	.00
9-1100-412-00-090-001-0-534	DIST CLERK-INTERNET	600.00	600.00	.00	.00	600.00	.00
9-1100-413-00-110-006-0-532	CO JUDGE-CELL PHONE	1,000.00	1,000.00	.00	.00	1,000.00	.00
9-1100-413-00-110-006-0-534	CO JUDGE-INTERNET	.00	1,500.00	.00	.00	1,500.00	.00
9-1100-414-00-130-001-0-532	ELECTIONS DEPT-CELL PHONE	30,000.00	30,000.00	.00	.00	30,000.00	.00
9-1100-414-00-130-001-0-534	ELECTIONS DEPT-INTERNET	35,000.00	35,000.00	.00	.00	35,000.00	.00
9-1100-415-00-200-001-0-532	INFO TECH DEPT-CELL PHONE	32,000.00	32,000.00	.00	.00	32,000.00	.00
9-1100-415-00-200-001-0-533	INFO TECH DEPT-PAGER	6,200.00	6,200.00	.00	.00	6,200.00	.00
9-1100-415-00-200-001-0-534	INFO TECH DEPT-INTERNET	2,000.00	2,000.00	.00	.00	2,000.00	.00
9-1100-415-00-200-002-0-534	IT COUNTYWIDE-INTERNET	98,400.00	98,400.00	34,260.83	239.17	63,900.00	35.06
9-1100-415-14-115-001-0-532	DBM-BUDGET DIV-CELL PHONE	800.00	800.00	.00	.00	800.00	.00
9-1100-415-14-115-001-0-534	DBM-BUDGET DIV-INTERNET	2,100.00	2,100.00	.00	.00	2,100.00	.00
9-1100-415-15-140-001-0-532	TAX OFF-CELL PHONE	8,000.00	8,000.00	5,172.00	.00	2,828.00	64.65
9-1100-415-15-140-001-0-534	TAX OFF-INTERNET	2,000.00	2,000.00	.00	.00	2,000.00	.00
9-1100-415-18-160-001-0-532	PURCHASING-CELL PHONE	2,000.00	2,000.00	1,550.00	.00	450.00	77.50
9-1100-415-18-160-001-0-534	PURCHASING-INTERNET	1,000.00	1,000.00	1,000.00	.00	.00	100.00
9-1100-415-21-170-001-0-534	CO AUDITOR-INTERNET	1,500.00	1,500.00	.00	.00	1,500.00	.00
9-1100-415-40-180-001-0-534	CO CLERK-INTERNET	6,000.00	6,000.00	.00	.00	6,000.00	.00
9-1100-415-50-190-002-0-532	HUMAN RESOURCES-CELL PHONE	500.00	500.00	.00	.00	500.00	.00
9-1100-419-10-210-001-0-532	PLANNING DEPT-CELL PHONE	7,799.88	7,799.88	.00	.00	7,799.88	.00
9-1100-419-10-210-001-0-534	PLANNING DEPT-INTERNET	1,180.00	.00	.00	.00	.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-419-40-115-069-0-532	CRTHSE PK LOT-CELL PHONE	2,150.00	2,150.00	.00	.00	2,150.00	.00
9-1100-419-40-220-001-0-532	GEN GOVT BLDG-CELL PHONE	15,000.00	15,000.00	.00	.00	15,000.00	.00
9-1100-419-50-115-059-0-532	DBM-SAFETY DIV-CELL PHONE	8,500.00	8,500.00	.00	.00	8,500.00	.00
9-1100-421-00-115-028-0-532	TX ALCOHOLIC BEVERAGE COMM-CELL PHONE	3,000.00	3,000.00	.00	.00	3,000.00	.00
9-1100-421-00-280-001-0-533	SHERIFF-PAGER	13,000.00	13,000.00	.00	.00	13,000.00	.00
9-1100-421-00-280-001-0-534	SHERIFF-INTERNET	11,500.00	11,500.00	.00	.00	11,500.00	.00
9-1100-421-00-291-001-0-534	CONSTABLE PCT.1-INTERNET	1,600.00	1,600.00	.00	.00	1,600.00	.00
9-1100-421-00-292-001-0-533	CONSTABLE PCT.2-PAGER	500.00	500.00	.00	.00	500.00	.00
9-1100-421-00-294-001-0-532	CONSTABLE PCT.4-CELL PHONE	250.00	250.00	.00	.00	250.00	.00
9-1100-421-00-295-001-0-532	CONSTABLE PCT.5-CELL PHONE	1,400.00	1,400.00	.00	.00	1,400.00	.00
9-1100-421-00-295-001-0-534	CONSTABLE PCT.5-INTERNET	300.00	300.00	.00	.00	300.00	.00
9-1100-422-10-300-001-0-532	EMERG SRVS-FM-CELL PHONE	4,675.00	4,675.00	.00	.00	4,675.00	.00
9-1100-423-60-330-002-0-533	JUV PROB-PAGER	250.00	250.00	153.34	13.94	82.72	66.91
9-1100-429-00-300-023-0-532	EMERG SRVS-EM-CELL PHONE	12,000.00	12,000.00	5,280.00	.00	6,720.00	44.00
9-1100-429-00-300-023-0-534	EMERG SRVS-EM-INTERNET	7,000.00	7,000.00	.00	.00	7,000.00	.00
9-1100-432-00-123-001-0-532	SANITATION PCT.3-CELL PHONE	1,500.00	1,500.00	1,000.00	.00	500.00	66.67
9-1100-441-00-340-001-0-532	HEALTH ADM-CELL PHONE	15,000.00	15,000.00	.00	.00	15,000.00	.00
9-1100-441-00-340-001-0-533	HEALTH ADM-PAGER	1,000.00	1,000.00	.00	.00	1,000.00	.00
9-1100-441-00-340-001-0-534	HEALTH ADM-INTERNET	1,500.00	1,500.00	.00	.00	1,500.00	.00
9-1100-441-00-340-003-0-532	HEALTH CLINICS-CELL PHONE	1,500.00	1,500.00	.00	.00	1,500.00	.00
1100 GENERAL FUND		**351,424.17**	**351,744.17**	**51,332.17**	**253.11**	**300,158.89**	**14.67**
1200 R&B COUNTY WIDE							
9-1200-431-00-115-042-0-532	COLONIA ACCESS PRG-CELL PHONE	600.00	600.00	.00	.00	600.00	.00
9-1200-431-00-122-004-0-532	CO SHOP-CELL PHONE	700.00	700.00	.00	.00	700.00	.00
9-1200-431-00-260-001-0-532	R-O-W DEPT-CELL PHONE	3,000.00	3,000.00	.00	.00	3,000.00	.00
1200 R&B COUNTY WIDE		**4,300.00**	**4,300.00**	**.00**	**.00**	**4,300.00**	**.00**
1201 R&B PRECINCT NO.1							
9-1201-431-00-121-004-0-533	PCT.1 RD ADM-PAGER	150.00	150.00	109.45	9.95	30.60	79.60
9-1201-431-00-121-004-0-534	PCT.1 RD ADM-INTERNET	2,900.00	2,900.00	309.98	.00	2,590.02	10.69

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1201 R&B PRECINCT NO.1							
1201 R&B PRECINCT NO.1		**3,050.00**	**3,050.00**	**419.43**	**9.95**	**2,620.62**	**14.08**
1202 R&B PRECINCT NO.2							
9-1202-431-00-122-005-0-532	PCT.2 RD ADM-CELL PHONE	2,500.00	2,500.00	.00	.00	2,500.00	.00
9-1202-431-00-122-005-0-534	PCT.2 RD ADM-INTERNET	950.00	950.00	.00	.00	950.00	.00
1202 R&B PRECINCT NO.2		**3,450.00**	**3,450.00**	**.00**	**.00**	**3,450.00**	**.00**
1203 R&B PRECINCT NO.3							
9-1203-431-00-123-004-0-532	PCT.3 RD ADM-CELL PHONE	8,000.00	8,000.00	6,000.00	.00	2,000.00	75.00
1203 R&B PRECINCT NO.3		**8,000.00**	**8,000.00**	**6,000.00**	**.00**	**2,000.00**	**75.00**
1204 R&B PRECINCT NO.4							
9-1204-431-00-124-007-0-532	PCT.4 P/U RD-CELL PHONE	3,000.00	3,000.00	1,716.00	.00	1,284.00	57.20
9-1204-431-00-124-007-0-534	PCT.4 P/U RD-INTERNET	1,020.00	1,020.00	.00	.00	1,020.00	.00
1204 R&B PRECINCT NO.4		**4,020.00**	**4,020.00**	**1,716.00**	**.00**	**2,304.00**	**42.69**
1212 PARKS PRECINCT NO.2							
9-1212-452-00-122-008-0-532	PARKS PCT.2-CELL PHONE	960.00	960.00	.00	.00	960.00	.00
1212 PARKS PRECINCT NO.2		**960.00**	**960.00**	**.00**	**.00**	**960.00**	**.00**
1213 PARKS PRECINCT NO.3							
9-1213-452-00-123-008-0-532	PARKS PCT.3-CELL PHONE	750.00	750.00	750.00	.00	.00	100.00
9-1213-452-00-123-008-0-534	PARKS PCT.3-INTERNET	1,020.00	1,020.00	612.00	.00	408.00	60.00
1213 PARKS PRECINCT NO.3		**1,770.00**	**1,770.00**	**1,362.00**	**.00**	**408.00**	**76.95**
1214 PARKS PRECINCT NO.4							
9-1214-452-00-124-009-0-532	PARKS PCT.4-CELL PHONE	550.00	550.00	504.00	.00	46.00	91.64
1214 PARKS PRECINCT NO.4		**550.00**	**550.00**	**504.00**	**.00**	**46.00**	**91.64**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
9-1222-412-00-080-006-0-532	DA BAD CK-CELL PHONE	5,000.00	5,000.00	.00	.00	5,000.00	.00
9-1222-412-00-080-006-0-534	DA BAD CK-INTERNET	3,000.00	3,000.00	.00	.00	3,000.00	.00
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**8,000.00**	**8,000.00**	**.00**	**.00**	**8,000.00**	**.00**
1223 DISTRICT ATTORNEY INVESTIGATION HB65							
9-1223-412-00-080-007-0-534	DA INVESTIGATION HB65-INTERNET	2,000.00	2,000.00	.00	.00	2,000.00	.00
1223 DISTRICT ATTORNEY INVESTIGATION HB65		**2,000.00**	**2,000.00**	**.00**	**.00**	**2,000.00**	**.00**
1242 JUSTICE COURT TECHNOLOGY FUND 9/01-8/05							
9-1242-412-00-060-001-0-534	JUSTICE CRT TECH-INTERNET	25,000.00	25,000.00	8,000.00	.00	17,000.00	32.00
1242 JUSTICE COURT TECHNOLOGY FUND 9/01-8/05		**25,000.00**	**25,000.00**	**8,000.00**	**.00**	**17,000.00**	**32.00**
1247 LAW LIBRARY							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1247 LAW LIBRARY							
9-1247-412-50-100-001-0-534	LAW LIBRARY-INTERNET	90,000.00	90,000.00	8,380.00	.00	81,620.00	9.31
1247 LAW LIBRARY		**90,000.00**	**90,000.00**	**8,380.00**	**.00**	**81,620.00**	**9.31**
1252 HIDTA FEDERAL SHARING US TREASURY							
9-1252-412-00-270-012-0-532	HIDTA US TREASURY-CELL PHONE	1,000.00	1,000.00	.00	.00	1,000.00	.00
9-1252-412-00-270-012-0-534	HIDTA US TREASURY-INTERNET	2,000.00	2,000.00	.00	264.05	1,735.95	13.20
1252 HIDTA FEDERAL SHARING US TREASURY		**3,000.00**	**3,000.00**	**.00**	**264.05**	**2,735.95**	**8.80**
1291 HIDTA							
9-1291-412-00-270-003-8-532	HIDTA TASK FORCE-CELL PHONE	.00	.00	.00	603.28	-603.28	.00
1291 HIDTA		**.00**	**.00**	**.00**	**603.28**	**-603.28**	**.00**
1293 HEALTH DEPARTMENT							
9-1293-441-00-340-013-9-532	TDH PHPSB-CELL PHONE	.00	.00	.00	-31.60	31.60	.00
9-1293-441-00-340-013-9-534	TDH PHPSB-INTERNET	.00	.00	.00	369.95	-369.95	.00
1293 HEALTH DEPARTMENT		**.00**	**.00**	**.00**	**338.35**	**-338.35**	**.00**
1295 POST ADJUDICATION JUVENILE BOOT CAMP							
9-1295-423-00-330-028-0-532	WESL B/C-CELL PHONE	2,500.00	2,500.00	.00	.00	2,500.00	.00
9-1295-423-00-330-028-0-534	WESL B/C-INTERNET	4,000.00	4,000.00	1,309.00	119.00	2,572.00	35.70
1295 POST ADJUDICATION JUVENILE BOOT CAMP		**6,500.00**	**6,500.00**	**1,309.00**	**119.00**	**5,072.00**	**21.97**
1297 ADULT PROBATION							
9-1297-423-00-320-002-9-534	BASIC SUPERVISION-INTERNET	.00	.00	.00	1,364.60	-1,364.60	.00
1297 ADULT PROBATION		**.00**	**.00**	**.00**	**1,364.60**	**-1,364.60**	**.00**
9 YEAR		**512,024.17**	**512,344.17**	**79,022.60**	**2,952.34**	**430,369.23**	**16.00**

AI-13800 **11.B.**

Cell Phone Delete Service

CC REGULAR

Date:	02/09/2009
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Pursuant to Hidalgo County Telephone Policy, presentation for consideration, acceptance and approval of Cellular Request Form (to delete service) for the following elected official(s), department head(s), program director(s) and employee(s):

Department Name:	Name of Employee:	Plan:	Equipment Type:
Info. Tech.	Reception	BE 1000	IC 502
Info. Tech.	Raul De La Rosa	BE 1000	IC 502
Info. Tech.	John C. Trevino	BE 1000	BlackBerry 8830
Info. Tech.	Julio Hernandez	Data Plan	Ovation U727
District Clerk	Laura Hinojosa	Data Plan	Ovation U727
Const. Pct. 5	Eduardo Bazan	BE 1000	IC 502

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** object code 532 all funds

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

BUDGETARY IMPACT:

Deletion of cell phone services will create lapse funding for object code 532 for the District Clerk, IT Dept, and Constable Pct. 5.

Please refer to attached expense report for object code 532 for funding availablity (all funds, all depts).

Attachments

Link: Cell Phone Delete Service

Link: Cell Phone expense report as of 2-4-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 10:35 AM	APRV
2	Ivan Cantu	Ivan Cantu	02/04/2009 11:23 AM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Griselda Salazar Started On: 02/04/2009 10:17 AM

Final Approval Date: 02/06/2009

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
☐ User Name Change
☒ Delete Service
☐ Other_____

(2) Requesting employee/position: Reception - 956-878-5716

Employee ID #:_____ Office: I.T. **Budget Acct. #:**_____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement ☐Emergency Response ☐Other:_____

(4) Describe how cell phone will be used:_____

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☒ BE1000	☐ Data Plan	☒ Equipment Type	☐ Equipment Cost
Plan Cost	$____	$55.00	$55.00	C502	$_____

(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently

_____

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	Renan Ramirez	2/3/09

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
☐ User Name Change
☒ Delete Service
☐ Other_____

(2) Requesting employee/position: Raul De La Rosa - 956-578-7223

Employee ID #:_____ Office: I.T. **Budget Acct. #:**_____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement ☐Emergency Response ☐Other:_____

(4) Describe how cell phone will be used:_____

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☒ BE1000	☐ Data Plan	☒ Equipment Type	☐ Equipment Cost
Plan Cost	$_____	$55.00	$55.00	C502	$_____

(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently

_____

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	Renan Ramirez	2/3/09

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
☐ User Name Change
☒ Delete Service
☐ Other_____

(2) Requesting employee/position: John Carlos Treviño - 956-878-0564

Employee ID #:_____ Office: I. T. Budget Acct. #:_____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement ☐Emergency Response ☐Other:_____

(4) Describe how cell phone will be used:_____

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☒ BE1000	☐ Data Plan	☒ Equipment Type	☐ Equipment Cost
Plan Cost	$____	$55.00	$55.00	BB 8830	$_____

(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently _____

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	Renan Ramirez	2/3/09

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
☐ User Name Change
☒ Delete Service
☐ Other_____

(2) Requesting employee/position: Julio Hernandez - 956-225-8211

Employee ID #:_____ Office: I.T. **Budget Acct. #:**_____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement ☐Emergency Response ☐Other:_____

(4) Describe how cell phone will be used:_____

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☐ BE1000	☐ Data Plan	☒ Equipment Type	☐ Equipment Cost
Plan Cost	$____	$55.00	$55.00	Ovation U727	$____

(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently _____

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	Renan Ramirez	2/13/09

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
☐ User Name Change
☒ Delete Service
☐ Other_____

(2) Requesting employee/position: Laura Hinojosa - 956-648-7409

Employee ID #:_____ Office: Dist. Clerk Budget Acct. #:_____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement ☐Emergency Response ☐Other:_____

(4) Describe how cell phone will be used:_____

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☐ BE1000	☒ Data Plan	☒ Equipment Type	☐ Equipment Cost
Plan Cost	$____	$55.00	$55.00	Ovation U727	$_____

(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently

_____

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	Renan Ramirez	2/3/09

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page
V5 – modified 3/12/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
☐ User Name Change
☒ Delete Service
☐ Other_____

(2) Requesting employee/position: Eduardo Bazan - 956-472-8619

Employee ID #:_____ Office: Const. Pct 5 **Budget Acct. #:**_____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement ☐Emergency Response ☐Other:_____

(4) Describe how cell phone will be used:_____

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☐ BE1000	☐ Data Plan	☐ Equipment Type	☐ Equipment Cost
Plan Cost	$_____	$55.00	$55.00	_____	$_____

(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently

_____

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	Renan Ramirez	2/3/09

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-412-00-002-001-0-532	93RD DC-CELL PHONE	300.00	300.00	.00	.00	300.00	.00
9-1100-412-00-061-001-0-532	JP PCT 1/PL 1-CELL PHONE	900.00	900.00	.00	.00	900.00	.00
9-1100-412-00-066-001-0-532	JP PCT 3/PL 2-CELL PHONE	1,488.29	1,488.29	.00	.00	1,488.29	.00
9-1100-412-00-068-001-0-532	JP PCT 4/PL 2-CELL PHONE	911.00	911.00	.00	.00	911.00	.00
9-1100-413-00-110-006-0-532	CO JUDGE-CELL PHONE	1,000.00	1,000.00	.00	.00	1,000.00	.00
9-1100-414-00-130-001-0-532	ELECTIONS DEPT-CELL PHONE	30,000.00	30,000.00	.00	.00	30,000.00	.00
9-1100-415-00-200-001-0-532	INFO TECH DEPT-CELL PHONE	32,000.00	32,000.00	.00	.00	32,000.00	.00
9-1100-415-14-115-001-0-532	DBM-BUDGET DIV-CELL PHONE	800.00	800.00	.00	.00	800.00	.00
9-1100-415-15-140-001-0-532	TAX OFF-CELL PHONE	8,000.00	8,000.00	5,172.00	.00	2,828.00	64.65
9-1100-415-18-160-001-0-532	PURCHASING-CELL PHONE	2,000.00	2,000.00	1,550.00	.00	450.00	77.50
9-1100-415-50-190-002-0-532	HUMAN RESOURCES-CELL PHONE	500.00	500.00	.00	.00	500.00	.00
9-1100-419-10-210-001-0-532	PLANNING DEPT-CELL PHONE	7,799.88	7,799.88	.00	.00	7,799.88	.00
9-1100-419-40-115-069-0-532	CRTHSE PK LOT-CELL PHONE	2,150.00	2,150.00	.00	.00	2,150.00	.00
9-1100-419-40-220-001-0-532	GEN GOVT BLDG-CELL PHONE	15,000.00	15,000.00	.00	.00	15,000.00	.00
9-1100-419-50-115-059-0-532	DBM-SAFETY DIV-CELL PHONE	8,500.00	8,500.00	.00	.00	8,500.00	.00
9-1100-421-00-115-028-0-532	TX ALCOHOLIC BEVERAGE COMM-CELL PHONE	3,000.00	3,000.00	.00	.00	3,000.00	.00
9-1100-421-00-294-001-0-532	CONSTABLE PCT.4-CELL PHONE	250.00	250.00	.00	.00	250.00	.00
9-1100-421-00-295-001-0-532	CONSTABLE PCT.5-CELL PHONE	1,400.00	1,400.00	.00	.00	1,400.00	.00
9-1100-422-10-300-001-0-532	EMERG SRVS-FM-CELL PHONE	4,675.00	4,675.00	.00	.00	4,675.00	.00
9-1100-429-00-300-023-0-532	EMERG SRVS-EM-CELL PHONE	12,000.00	12,000.00	5,280.00	.00	6,720.00	44.00
9-1100-432-00-123-001-0-532	SANITATION PCT.3-CELL PHONE	1,500.00	1,500.00	1,000.00	.00	500.00	66.67
9-1100-441-00-340-001-0-532	HEALTH ADM-CELL PHONE	15,000.00	15,000.00	.00	.00	15,000.00	.00
9-1100-441-00-340-003-0-532	HEALTH CLINICS-CELL PHONE	1,500.00	1,500.00	.00	.00	1,500.00	.00
1100 GENERAL FUND		**150,674.17**	**150,674.17**	**13,002.00**	**.00**	**137,672.17**	**8.63**
1200 R&B COUNTY WIDE							
9-1200-431-00-115-042-0-532	COLONIA ACCESS PRG-CELL PHONE	600.00	600.00	.00	.00	600.00	.00
9-1200-431-00-122-004-0-532	CO SHOP-CELL PHONE	700.00	700.00	.00	.00	700.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1200 R&B COUNTY WIDE							
9-1200-431-00-260-001-0-532	R-O-W DEPT-CELL PHONE	3,000.00	3,000.00	.00	.00	3,000.00	.00
1200 R&B COUNTY WIDE		**4,300.00**	**4,300.00**	**.00**	**.00**	**4,300.00**	**.00**
1202 R&B PRECINCT NO.2							
9-1202-431-00-122-005-0-532	PCT.2 RD ADM-CELL PHONE	2,500.00	2,500.00	.00	.00	2,500.00	.00
1202 R&B PRECINCT NO.2		**2,500.00**	**2,500.00**	**.00**	**.00**	**2,500.00**	**.00**
1203 R&B PRECINCT NO.3							
9-1203-431-00-123-004-0-532	PCT.3 RD ADM-CELL PHONE	8,000.00	8,000.00	6,000.00	.00	2,000.00	75.00
1203 R&B PRECINCT NO.3		**8,000.00**	**8,000.00**	**6,000.00**	**.00**	**2,000.00**	**75.00**
1204 R&B PRECINCT NO.4							
9-1204-431-00-124-007-0-532	PCT.4 P/U RD-CELL PHONE	3,000.00	3,000.00	1,716.00	.00	1,284.00	57.20
1204 R&B PRECINCT NO.4		**3,000.00**	**3,000.00**	**1,716.00**	**.00**	**1,284.00**	**57.20**
1212 PARKS PRECINCT NO.2							
9-1212-452-00-122-008-0-532	PARKS PCT.2-CELL PHONE	960.00	960.00	.00	.00	960.00	.00
1212 PARKS PRECINCT NO.2		**960.00**	**960.00**	**.00**	**.00**	**960.00**	**.00**
1213 PARKS PRECINCT NO.3							
9-1213-452-00-123-008-0-532	PARKS PCT.3-CELL PHONE	750.00	750.00	750.00	.00	.00	100.00
1213 PARKS PRECINCT NO.3		**750.00**	**750.00**	**750.00**	**.00**	**.00**	**100.00**
1214 PARKS PRECINCT NO.4							
9-1214-452-00-124-009-0-532	PARKS PCT.4-CELL PHONE	550.00	550.00	504.00	.00	46.00	91.64
1214 PARKS PRECINCT NO.4		**550.00**	**550.00**	**504.00**	**.00**	**46.00**	**91.64**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
9-1222-412-00-080-006-0-532	DA BAD CK-CELL PHONE	5,000.00	5,000.00	.00	.00	5,000.00	.00
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**5,000.00**	**5,000.00**	**.00**	**.00**	**5,000.00**	**.00**
1252 HIDTA FEDERAL SHARING US TREASURY							
9-1252-412-00-270-012-0-532	HIDTA US TREASURY-CELL PHONE	1,000.00	1,000.00	.00	.00	1,000.00	.00
1252 HIDTA FEDERAL SHARING US TREASURY		**1,000.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
1291 HIDTA							
9-1291-412-00-270-003-8-532	HIDTA TASK FORCE-CELL PHONE	.00	.00	.00	603.28	-603.28	.00
1291 HIDTA		**.00**	**.00**	**.00**	**603.28**	**-603.28**	**.00**
1293 HEALTH DEPARTMENT							
9-1293-441-00-340-013-9-532	TDH PHPSB-CELL PHONE	.00	.00	.00	-31.60	31.60	.00
1293 HEALTH DEPARTMENT		**.00**	**.00**	**.00**	**-31.60**	**31.60**	**.00**
1295 POST ADJUDICATION JUVENILE BOOT CAMP							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1295 POST ADJUDICATION JUVENILE BOOT CAMP							
9-1295-423-00-330-028-0-532	WESL B/C-CELL PHONE	2,500.00	2,500.00	.00	.00	2,500.00	.00
1295 POST ADJUDICATION JUVENILE BOOT CAMP		**2,500.00**	**2,500.00**	**.00**	**.00**	**2,500.00**	**.00**
9 YEAR		**179,234.17**	**179,234.17**	**21,972.00**	**571.68**	**156,690.49**	**12.58**

AI-13773 **12.A.**

Engineering contract - City of Sullivan City

CC REGULAR

Date:	02/09/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program, on behalf of Sullivan City, is requesting to award and enter into a professional engineering services contract with Javier Hinojosa Engineering, in the amount of $53,712.76 (best and final offer) utilizing Year 18 (2005) Urban County Program funds.

BACKGROUND

Javier Hinojosa Engineering was the No. 1 ranked firm approved by Hidalgo County Commissioners' Court on 01/28/2009. The City of Sullivan City has negotiated a contract with Javier Hinojosa Engineering in the amount of $53,712.76 for the UCP Yr 17 & Yr 18 Street Improvements project construction of Maro Street, Valle Street and El Faro Road. See attached scope of services, letter from city & contract.

Contract Amount: $ 53,712.76

Funds Available: $ 99,739.04 Year 18 (2005) Sullivan City Street Improvements

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Urban County funds

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

BUDGETARY IMPACT:

The Urban County Program will utilize Year 18 (2005) Sullivan City Street Improvement funds for this project.

Contract Amount: $53,712.76
Funds Available: $99,739.04 Year 18 (2005) Sullivan City Street Improvement funds

Attachments

Link: contract - street imp.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 07:52 AM	APRV
2	Veronica Lopez	Veronica Lopez	02/04/2009 01:35 PM	APRV

3	Auditor's Office	Angela Garcia	02/06/2009 08:34 AM	APRV
Form Started By: Estella Webber			Started On: 02/03/2009 03:23 PM	
Final Approval Date: 02/06/2009				

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

February 2, 2009

Ms. Monica Luna, CDBG Coordinator
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Sullivan City Paving Improvements
1. **Maro Street**
2. **Valle Street**
3. **El Faro Road**

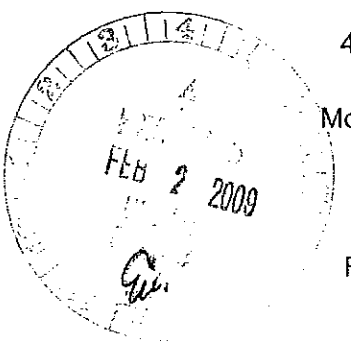
Dear Ms. Luna,

Attached please find the Cost Estimate for the referenced streets in Sullivan City. Our best and final offer for Engineering Service for this project is $53,712.76. We stand ready to proceed with this project at the execution of the contract. 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.



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

S:\Office Documents\JHE 2009\LETTERS 2009\Luna-Monica-02-02-09.doc

Preliminary Construction Cost Estimate
Sullivan City Paving Improvements
Prepared By: Javier Hinojosa Engineering
February 2, 2009

A. Valle Street (30' HMAC ; 34' CALICHE - 950 LF)

1 Unc. Excavation	2,450	CY	@	$3.00	=	$7,350.00
2 Subgrade Preparation	3,650	SY	@	$2.50	=	$9,125.00
3 8" Caliche Base	3,650	SY	@	$7.00	=	$25,550.00
4 1 1/2" HMAC (Type "D")	3,250	SY	@	$8.00	=	$26,000.00
5 15" Driveway Culverts	200	LF	@	$20.00	=	$4,000.00
6 30" RCP Culverts	80	LF	@	$65.00	=	$5,200.00
7 Regrade Bar Ditches	2,000	LF	@	$2.00	=	$4,000.00
8 30" Safety End Treatments	2	EA	@	$1,500.00	=	$3,000.00

Subtotal	:	**$84,225.00**
Engineering Design Fee	:	**$8,843.63**
Contingency (10%)	:	**$8,422.50**
Laboratory Testing	:	**$3,000.00**
Total	:	**$104,491.13**

B. El Faro Road (Add 2' Paved Shoulder - 7,450 LF)

1 Unc. Excavation	3,350	CY	@	$3.00	=	$10,050.00
2 Subgrade Preparation	6,650	SY	@	$2.50	=	$16,625.00
3 8" Caliche Base	6,650	SY	@	$7.00	=	$46,550.00
4 1 1/2" HMAC (Type "D")	22,350	SY	@	$8.00	=	$178,800.00
5 15" Driveway Culverts	1,600	LF	@	$20.00	=	$32,000.00
6 18" RCP Culverts	80	LF	@	$25.00	=	$2,000.00
7 Regrade Bar Ditches	14,900	LF	@	$1.50	=	$22,350.00
8 18" Safety End Treatments	2	EA	@	$500.00	=	$1,000.00
9 Asphalt Driveways	40	EA	@	$400.00	=	$16,000.00

Subtotal	:	**$325,375.00**
Engineering Design Fee	:	**$34,164.38**
Contingency (10%)	:	**$32,537.50**
Laboratory Testing	:	**$11,000.00**
Total	:	**$403,076.88**

C. Maro Street (24' HMAC 28' CALICHE - 1,270 LF)

1 Unc. Excavation	2,400	CY	@	$3.00	=	$7,200.00
2 Subgrade Preparation	4,000	SY	@	$2.50	=	$10,000.00
3 8" Caliche Base	4,000	SY	@	$7.00	=	$28,000.00
4 1 1/2" HMAC (Type "D")	3,500	SY	@	$7.50	=	$26,250.00
5 15" Driveway Culverts	800	LF	@	$20.00	=	$16,000.00
6 18" RCP Culverts	80	LF	@	$25.00	=	$2,000.00
7 Regrade Bar Ditches	2,600	LF	@	$1.50	=	$3,900.00
8 Safety End Treatments	2	EA	@	$300.00	=	$600.00
9 Asphalt Driveways	20	EA	@	$400.00	=	$8,000.00

Subtotal	:	**$101,950.00**
Engineering Design Fee	:	**$10,704.75**
Contingency (10%)	:	**$10,195.00**
Laboratory Testing	:	**$3,600.00**
Total	:	**$126,449.75**

Feb 2 2009

City of Sullivan City
Called City Commission Meeting
Monday, January 12, 2009
Minutes

I. Meeting called to order at 6:30p.m. Present Mayor Pro-Tem Rosendo "Cheno" Benavides and Commissioner Oscar "Coach" Salinas. Also in attendance City Manager Rolando Gonzalez and Police Chief Hernan Guerra.

II. City Manager Rolando Gonzalez certified that the agenda had been posted in a place accessible to the public at least 72 hours prior to the meeting.

III. City Manager Rolando Gonzalez gave the invocation.

IV. The group recited the Pledge of Allegiance.

V. No action taken on December 5, 2008 minutes.

VI.

A. Motion to approve Javier Hinojosa Engineering, the highest rated firm, to do the engineering for Urban County Program Year 2005-2008 Street Improvements Work Plans, to include Valle St., El Faro Rd., and Maro St., price subject to negotiation, was made by Comm. Salinas and seconded by Mayor Pro-tem Benavides. Motion carried unanimously.
B. Motion to approve L&G Engineering Laboratory, the highest rated firm, to do the environmental testing for Urban County Program Year 2005-2008 Street Improvements Work Plans, to include Valle St., El Faro Rd., and Maro St., price subject to negotiation, was made by Comm. Salinas and seconded by Mayor Pro-tem Benavides. Motion carried unanimously.
C. Motion to approve Resolution 2009-01 Patrol Project Grant for September 1, 2009 thru August 31, 2010 was made by Comm. Salinas and seconded by Mayor Pro-Tem Benavides. Motion carried unanimously.

VII. There were no Old or New Business.

VIII. Under Public Comments Mayor Pro-Tem Benavides commented that the new fire truck would arrive during the week. He also informed that the sewer project in Sullivan City was going to be a reality. Comm. Salinas thanked those in attendance and emphasized that they were always welcomed.

IX. Motion to adjourn was made by Comm. Salinas and seconded by Mayor Pro-Tem Benavides. Motion carried unanimously at 6:59p.m.

APPROVED:

Rosendo "Cheno" Benavides, Mayor Pro-Tem

ATTEST:

Claudia Jimenez, City Secretary

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this **10th** day of **February, 2009** by and between **City of Sullivan City,** (hereinafter called the "Party") and **Javier Hinojosa Engineering**, duly authorized Engineer, herein acting by **Javier Hinojosa, P.E.** (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 **Street Improvements** Account(s) **5004/05-77-0311-5000-7700**. *(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, may be 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.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **City of Sullivan City** 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

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 **$ 53,712.76** 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:

17.1 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 **February 10, 2009**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Javier Hinojosa, P.E. (Engineer)

Firm Name: **Javier Hinojosa Enigineering**

Address: **416 East Dove Avenue**
City/ST/ZIP: **McAllen, Texas 78504**

FED ID #/SS #: **74-2865301**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

_____
(seal) Notary - Signature

City of Sullivan City:

_____ _____
City Secretary Mayor

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit "A"

(Scope of Services)

- Maro Street
- Valle Street
- El Faro Road

AI-13784 **12.B.**

Building Alarm permit fee

CC REGULAR

Date:	02/09/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Request and approval to pay the Pharr Police Department for a Burglary/Robbery Alarm permit in the amount of thirty dollars ($30.00) for the Hidalgo County Urban County Program.

BACKGROUND

In order to comply with the City of Pharr Ordinance (#0-83-28), regarding alarms.

(see attachments)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Urban County funds

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

BUDGETARY IMPACT:

Urban county CDBG 2008 funds will be used.

Attachments

Link: ordinance alarm permit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 07:58 AM	APRV
2	Veronica Lopez	Veronica Lopez	02/04/2009 01:39 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Estella Webber Started On: 02/03/2009 04:34 PM

Final Approval Date: 02/06/2009

Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 784-7700 • FAX: (956) 781-9163
ALARM DIVISION

Pharr
All-America City
2006

PHARR POLICE DEPARTMENT

ALARM DIVISION
1900 S CAGE
PHARR, TX 78577

INVOICE

Date	Invoice #
12/9/2008	6062

Bill To
URBAN COUNTY PROGRAM #2471 1916 N TESORO PHARR, TEXAS 78577

COPY

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	2008 ALARM REG	30.00	30.00
	ORDINANCE (#0-83-28)		
		Total	$30.00

Ruben Villescas Chief of Police
Office: (956) 784-7794 • rvillescas@pharrpd.net

CITY OF PHARR
APPLICATION BURGLARY/ROBBERY ALARM PERMIT

IN COMPLIANCE WITH **THE CITY OF PHARR ORDINANCE (#0-83-28)** REGARDING ALARMS WE ARE REQUESTING THAT YOU FILL OUT THIS APPLICATION. THERE IS A PERMIT FEE OF $30.00 AND MUST BE RETURNED WITH THIS FORM TO THE POLICE DEPARTMENT, 1900 S. CAGE. IF YOU HAVE ANY QUESTIONS, OR WOULD LIKE A COPY OF THE ORDINANCE, PLEASE CALL (956)787-8546, **MARISOL FUENTES**, FAILURE TO COMPLY WITH THIS ORDINANCE, WILL RESULT IN THE FILING OF A COMPLAINT FOR VIOLATION OF THIS CITY ORDINANCE IN THE MUNICIPAL COURT WHERE YOU MAY BE FINED UP TO $500.00. IF YOU DO NOT HAVE AN ALARM PLEASE CALL SO THAT WE CAN CORRECT OUR RECORDS. ***MAKE CHECKS PAYABLE TO THE PHARR POLICE DEPT***

DATE: _____ RESIDENCE: _____ BUSINESS: _____

APPLICANTS NAME: _____
BUSINESS NAME: _____

STREET ADDRESS WHERE ALARM IS LOCATED: _____
MAILING ADDRESS IF DIFFERENT: _____
PHONE NUMBER AT THE SITE: _____
TYPE OF ALARM: _____
ALARM COMPANY: _____ PHONE: _____
MAILING ADDRESS: _____

EMERGENCY NOTIFICATION: List the names, addresses, & telephone numbers of three (3) people to be contacted in case of an emergency at the above location, in the order that they are to be contacted:

NAME	ADDRESS	PHONE
1.		
2.		
3.		

PLEASE PLACE YOUR INITIALS AT EACH OF THE FOLLOWING:

_____ DOES CLIENT UNDERSTAND WE WILL NOT BE LIABLE FOR MALFUNCTIONS OF ANY EQUIPMENT (I.E. CUSTOMER OWNED ALARM COMPANY OWNED EQUIPMENT, RENTED EQUIPMENT, TELEPHONE LINES, POLICE DEPARTMENT LINES AND EQUIPMENT OR ANY OTHER EQUIPMENT) USED FOR DETECTION AND SIGNALING OF AN ALARM?

_____ DOES CLIENT UNDERSTAND THAT MORE THAN THREE (3) FALSE ALARMS PER MONTH WILL SUBJECT HIM TO A FALSE ALARM RESPONSE FEE AS SET BELOW:

4TH FALSE ALARM - $25.00
5TH FALSE ALARM -$50.00
6TH FALSE ALARM-$75.00
7TH FALSE ALARM-REMOVAL OF SERVICE

_____ DOES THE CLIENT UNDERSTAND THAT THEY ARE RESPONSIBLE FOR UPDATES OF ALL LISTING OF NAMES AND NUMBERS?

FAILURE TO COMPLY WITH ALL OF THE ABOVE, WILL CANCEL ALL ALARM SERVICES.

SIGNED BY: _____ TITLE: _____

POLICE USE ONLY

ADMINS. PERSONNEL _____ DATE: _____

FEE PAID: _____ PERMIT # _____ RECEIPT# _____

REVISED 01/8/07 #1284

AI-13814 **12.C.**

Change Order Approval

CC REGULAR

Date:	02/09/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval to Re-Authorize Urban County Program Director to approve certain Change Orders on Urban County projects.

BACKGROUND

On January 22, 2002, the Commissioners' Court granted authority to Urban County Interim Director Alan Kamasaki to approve Change Orders involving an increase or decrease of $50,000 or less and for Change Orders requesting additional time for completion.

The County of Hidalgo Procurement procedures, Section III, No. F(B), permits as follows:

"If a Change Order involves an increase or decrease in cost of $50,000 or less, the Commissioners' Court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statue, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not decreased by 18 percent or move without the consent of the contractor."

The Urban County Program is requesting that such a grant of general authority be made to Director Diana R. Serna, under the conditions listed above, and for Change Orders requesting additional time for completion. This would help to speed up project spending and completion, while Commissioners' Court would still retain responsibility for any proposed major changes.

Fiscal Impact

Attachments

Link: AI- 13814

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 01:56 PM	APRV
2	Veronica Lopez	Veronica Lopez	02/05/2009 08:41 AM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Estella Webber

Started On: 02/04/2009 01:00 PM

Final Approval Date: 02/06/2009

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

L

No._____

Date: January 17, 2002
Deadline for Action: January 22, 2002
Department: *Urban County Program*
Alan Kamasaki, Interim Urban County Director

Meeting Date Request: January 22, 2002
Contact Person: *Alan Kamasaki*
Phone: (956) 318-2619 Fax: (956) 383-5971

Caption:

Granting of General Authority to the Urban County Director to Approve Certain Change Orders on Urban County Projects.

Background:

On February 13, 2001, the Commissioners' Court granted authority to Urban County Director Joe Garza to approve change orders involving an increase or decrease of $50,000 or less, and for change orders requesting additional time for completion.

The Program is requesting that this grant of authority be extended to the position of Director of the Urban County Program..

FMM Finance
_____ CDBG

Please initial for approval:

_____ County Judge
_____ County Attorney
_____ Budget
_____ Personnel
_____ Purchasing

_____ Commissioner Pct. 1
_____ Commissioner Pct. 2
_____ Commissioner Pct. 3
_____ Commissioner Pct. 4

Dept./Fund No._____
Amt. Expended: $_____
Funds/Staffing Budgeted: Yes:_____ No:_____

Account Code: _____
Impact on Future Budget:
Yes:_____
No:_____

Comments:

Action taken by Commissioner's Court:

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

1

[redacted]

No.

Date: January 17, 2002
Deadline for Action: January 22, 2002
Meeting Date Request: January 22, 2002
Department: Urban County Programs
Contact Person: Alma Kawasaki
Phone: (956) 318-2619 Fax: (956) 383-8971
Alma Kawasaki, Interim Urban County Director

Caption:

Granting A General Authority to the Urban County Director to Approve Certain Change Orders on Urban County Projects.

Background:

On February 13, 2001, the Commissioners' Court granted authority to Urban County Director Joe Garza to approve change orders involving an increase or decrease of $50,000 or less, and for change orders requesting additional time for completion.

The Program is requesting that this grant of authority be extended to the position of Director of the Urban County Program.

Finance
CDBG

Please initial for any item:

___ County Judge
___ County Attorney
___ Budget
___ Personnel
___ Purchasing
___ Commissioner Pct. 1
___ Commissioner Pct. 2
___ Commissioner Pct. 3
___ Commissioner Pct. 4

Dept./Fund No. _____
Amt. Expended: $ _____
Funds/Staffing Budgeted: Yes ___ No ___
Account Code: _____
Impact on Present Budget: Yes ___ No ___

Comments:

Action taken by Commissioner's Court:

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

C:\MyFiles\MyFiles\Agenda set up.

AI-13808 **12.D.**

Re-Authorization on Director signatures

CC REGULAR

Date:	02/09/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval to re-authorize Urban County Program Director to sign and execute loan agreements, rehabilitation contracts, promissory notes, release of real estate liens on property that has met the established affordability periods, and CHDO agreements, as they relate to the HOME Program.

BACKGROUND

THE URBAN COUNTY PROGRAM IS REQUESTING THAT SUCH AUTHORITY BE PROVIDED TO THE URBAN COUNTY PROGRAM DIRECTOR IN ORDER TO EXPEDITE THE HOUSING PROCESS AND COMPLY WITH APPLICABLE FEDERAL REGULATIONS.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		02/06/2009 08:34 AM	PEND
2	Veronica Lopez	Veronica Lopez	02/04/2009 04:22 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW
Form Started By: Estella Webber			Started On: 02/04/2009 11:47 AM	
Final Approval Date: 02/06/2009				

AI-13804 **12.E.**

Certifying Officer designee for program
CC REGULAR

Date:	02/09/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Re-Designation of Urban County Program Director as Certifying Officer Designee for Environmental Review procedures for entities assuming HUD Environmental responsibilities (CDBG, HOME, ESG, COLONIA Program and etc.)

BACKGROUND

PRIOR TO OBTAINING ANNUAL FUNDING FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, THE URBAN COUNTY PROGRAM MUST COMPLY WITH 24 CFR PART 58 OF THE FEDERAL REGULATIONS. THESE REGULATIONS PROVIDE GUIDANCE ON THE PROCEDURES AND TIME PERIODS NECESSARY TO COMPLY WITH PUBLIC COMMENT PERIODS.

THE URBAN COUNTY PROGRAM IS REQUESTING THAT SUCH DESIGNATION BE MADE TO THE URBAN COUNTY PROGRAM DIRECTOR IN ORDER TO SPEED UP PROJECT SPENDING AND COMPLIANCE WITH RATIO REQUIREMENTS.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 11:26 AM	APRV
2	Veronica Lopez	Veronica Lopez	02/04/2009 01:31 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Estella Webber — Started On: 02/04/2009 11:09 AM

Final Approval Date: 02/06/2009

AI-13789 **12.F.**

Re-Authorization on signature

CC REGULAR

Date:	02/09/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval to Re-Authorize Urban County Program Director to sign and execute contracts and agreements after Hidalgo County Commissioners' Court approval, as it relates to all Hidalgo County Urban County Program projects included in the Annual Consolidated Plan.

BACKGROUND

The Hidalgo County Urban County Program Annual Action Plan outlines the intended use of CDBG, HOME, ESG funds administered by the Hidalgo County Urban County Program. The original aughorization was approved by Hidalgo County Commissioners' Court on June 4, 1996. (see attachments)

Fiscal Impact

Attachments

Link: court approval minutes

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 11:25 AM	APRV
2	Veronica Lopez	Veronica Lopez	02/04/2009 01:45 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Estella Webber — Started On: 02/03/2009 05:05 PM

Final Approval Date: 02/06/2009

A. **RE-CLASSIFY POSITION 27 IN PCT. 3 PAVED/UNPAVED ROADS**

7A

Commissioner Rosel stated that he wanted to re-classify this position, which is currently listed as a maintenance position, to a truck driver. There will be no changes in pay. He then made a motion and was seconded by Commissioner Garces to approve the reclassification of position 27 in pct. 3 paved/unpaved roads as presented.

MOTION CARRIED
(SEE EXHIBIT K)

ITEM 8. URBAN COUNTY:

A. **CITY OF HIDALGO - PROFESSIONAL SERVICE CONTRACT**
B. **CITY OF DONNA - APPROVAL OF SOUTH TEXAS UTILITIES CONTRACTOR**
C. **CHANGE ORDER - HIDALGO HEALTH CLINIC**
D. **CITY OF PALVIEW - CHANGE ORDER #1 VIC CONSTRUCTION**
E. **CITY OF PALMVIEW - CONTRACT AWARD - RIO VALLEY CONSTRUCTION COMPANY**
F. **ADOPTION OF RESOLUTION AUTHORIZING URBAN COUNTY DIRECTOR TO SIGN CONTRACTS**

8A

Raul Lozano opened by stating that this contract was for engineer services for the design of a water well and water storage tank. The amount will be $9,650 and it will be with Melden and Hunt. A motion was made by Commissioner Garces and was seconded by Commissioner Rosel to approve a Professional Services Contract between the County of Hidalgo, City of Hidalgo and Melden and Hunt in the amount of $9,650.

MOTION CARRIED
(SEE EXHIBIT L)

8B

Mr. Lozano stated that this contract was for water and sewer. This was the low bid submitted and has been approved by the City of Donna. The amount is $178,878.74. A motion was made by Commissioner Sanchez and was seconded by Commissioner Garces to approve a low bid to South Texas Utilities Contractor in the amount of $178,878.74. This is for Water and Sewer improvements, City of Donna, County of Hidalgo.

MOTION CARRIED
(SEE EXHIBIT L)

8C

Mr. Lozano stated that this change order was for two contractors. Dovacor is for $622.50 to remove and relocate an existing wall and Valley Air and Electric for $275. The total amount of the change order is $897.50. The changes came about because of some recommendations made by the WIC Program, which will be working out of this building. A motion was made by Commissioner Rosel and was seconded by Commissioner Garces to approve the change orders increasing the Hidalgo Health Clinic sub-contracts.

MOTION CARRIED
(SEE EXHIBIT L)

8D

Mr. Lozano stated that this change order with VIC Construction will allow for disposing of the existing septic tanks at the fire station facility and placing new septic tanks in a different area as recommended by the Architect. The total amount is $4,294.50. The new

contract amount is $31,869.50. A motion was made by Commissioner Rosel and was seconded by Commissioner Garces to approve change order to approve change order #1 increasing the contract with VIC Construction by $4,294.50.

MOTION CARRIED
(SEE EXHIBIT L)

8E

Mr. Lozano stated that this was a bid from Rio Valley for $180,600. This will be for the Youth Center Project in the City of Palmview. A motion was made by Commissioner Rosel and was seconded by Commissioner Garces to award the bid to Rio Valley Construction in the contract amount of $180,600. This is the low bid for the Youth Center in the City of Palmview, County of Hidalgo.

MOTION CARRIED
(SEE EXHIBIT L)

8F

Judge Ruiz stated that this was a request by Urban County. He stated that this was in relation to all the projects that are taking place in all the cities. The way it is now, when something is approved, Urban County has to wait on the County Judge to sign off on the contracts. Judge Ruiz is recommending that they pass this resolution so that the Director has the authority to sign these contracts. The contracts will still be approved by the Commission but Mr. Covacevich will be able to sign for them. A motion was made by Commissioner Garces and was seconded by Commissioner Rosel to adopt the resolution authorizing our Director of Urban County, Mr. Anthony Covacevich to sign contracts and related documents for programs covered under the County's consolidated plan only after Commissioner's Court approval.

MOTION CARRIED
(SEE EXHIBIT L)

ITEM 9. PLANNING DEPARTMENT:

A. **PLAT APPROVAL:**
   1. **SANTA MARIA - PCT. 1**
   2. **MAXIM - PCT. 4**
   3. **SUMMERVIEW - PCT. 1**

B. **FINAL PLAT APPROVAL WITH LETTER OF CREDIT:**
   1. **BROOK SUBDIVISION - PCT. 1**
   2. **SPANISH PALMS - PCT. 1**

9A1

Emilio Garcia addressed the Court and stated that the previous week, the Commission had some questions with regards to the sewer lines in Progreso. Mr. Garcia clarified the fact that the nearest sewer lines were one mile from the subdivision. He again stated that the developer had completed all the improvements and he recommended the approval. A motion was then made by Commissioner Sanchez and was seconded by Commissioner Garces to approve Santa Maria Subdivision plat approval in Pct. 1 as presented.

MOTION CARRIED
(SEE EXHIBIT M)

9A2

Mr. Garcia stated that this subdivision has been approved by the City of Edinburg and all requirements have been met in accordance with the regulations. A motion was then made by Commissioner Garces and was seconded by Commissioner Sanchez to give plat approval to Maxim Subdivision in Pct. 4 as presented.

AI-13766 **13.A.**

Appointment of Deputy Constables

CC REGULAR

Date: 02/09/2009

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. #1:
Appointment of Deputy Constables as per Texas Local Government Code Section 86.011.

BACKGROUND

Joe F. Espinoza & Gregory Phillips

Fiscal Impact

Attachments

Link: Local Govt. Code

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 07:49 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/05/2009 03:31 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW
Form Started By: Angela Garcia			Started On: 02/03/2009 02:19 PM	
Final Approval Date: 02/06/2009				

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

(a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

AI-13798 **13.B.**

Cell Phone Delete Service

CC REGULAR

Date:	02/09/2009
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #4:
Pursuant to Hidalgo County Telephone Policy, presentation for consideration, acceptance and approval of Cellular Request Form (to delete service) for the following elected official(s), department head(s), program director(s) and employee(s):

Department Name:	Name of Employee:	Plan:	Equipment Type:
Constable Pct. 4	Andres Rios	Data Plan	Ovation U727

BACKGROUND

Fiscal Impact

Attachments

Link: Cell Phone Delete Service

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 10:35 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/05/2009 04:50 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Griselda Salazar — Started On: 02/04/2009 09:48 AM

Final Approval Date: 02/06/2009

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
☐ User Name Change
■ Delete Service
☐ Other_____

(2) Requesting employee/position: Andres Rios/Ex-Constables

Employee ID #:_____ Office: Const. 4 Budget Acct. #:_____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement ☐Emergency Response ☐Other:_____

(4) Describe how cell phone will be used:_____

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	■ BE1000	☐ Data Plan	■ Equipment Type	☐ Equipment Cost
Plan Cost	$	$55.00	$55.00	OVATION V325	$

(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

Department Head / Elected Official

Signature	Print Name	Date Signed
[signature]	JOEL RIVERA	01-28-09

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

AI-13869 **14.A.**

Presentation on ORCA Disaster Recovery Funding

CC REGULAR

Date:	02/09/2009
Submitted By:	Roxanne De La Garza, COUNTY JUDGE
Submitted For:	Raul Lozano
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation on ORCA Disaster Recovery Funding

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/05/2009 03:49 PM	APRV
2	Roland Garcia	Rolando Garcia	02/05/2009 03:58 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Roxanne De La Garza Started On: 02/05/2009 03:37 PM

Final Approval Date: 02/06/2009

AI-13748 **15.A.**

WIC - EBT

CC REGULAR

Date:	02/09/2009
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma L. Longoria
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

EBT Program:
1. Approval to appropriate EBT Budget as per Department of State Health Services (DSHS) for Hidalgo County WIC Department.
2. Approval to create twenty eight (28) Temporary Full Time Clerical Positions and set salary @ 8.00/hr.
3. Approval of Salary Schedule.
4. Approval to to pay overtime during the rollout for EBT for the period of April 27 - July 2009.

BACKGROUND

See attached letters for:
1. Approval on EBT Funding
2.Approval on Overtime for EBT

Acct. 9.1292.441.00.350.009.9

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 8.1292.441.00.350.009

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

BUDGETARY IMPACT:

See attached award letter.

Attachments

Link: EBT Award Letter
Link: PARF
Link: Job Description
Link: Salary Schedule
Link: Overtime
Link: Fiscal Note

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/02/2009 02:06 PM	APRV
2	Damaris San Miguel		02/06/2009 08:34 AM	PEND

Form Started By: Margarita Gonzalez

Started On: 02/02/2009 10:36 AM

Final Approval Date: 02/06/2009

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TTY: 1-800-735-2989

DAVID L. LAKEY, M.D.
COMMISSIONER

October 17, 2008

Ms. Norma L. Longoria, WIC Project Director
LA #012, Hidalgo County Health & Human Services Department
WIC Program
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

This letter is to confirm that the WIC Program will reimburse your agency for all expenses associated with the implementation of the Electronic Benefits Transfer (EBT) system in your area, including travel, temporary staff, clinic renovations, supplies, etc. that have been approved after consultation with personnel from the State Agency.

These expenses should be tracked and billed separately on a *State of Texas Purchase Voucher* (*B-13*), as the costs are incurred. They will not be deducted from your earned allowable funds. However, these EBT expenses must be expended and documented in accordance with applicable WIC policies. Additionally, this does not relieve you of the responsibility to seek State Agency approval for specific costs over a specific dollar threshold, if required. Please send EBT extra-funding requests to cdsb@dshs.state.tx.us.

In addition, during the months of March, April, May and June 2009, the WIC Program will guarantee earned allowable funds for your agency at a participation level of 74,974 regardless of the agency's actual WIC participation. This number represents your agency's April 2008 WIC participation, which was the highest of the last six months.

If you have any questions, or require additional information, please contact Ellen Larkin, Program Specialist, Nutrition Education/Clinic Services Unit at (800) 341-4491, extension 4572, or ellen.larkin@dshs.state.tx.us.

Sincerely,

for Mike Montgomery, Section Director
Nutrition Services Section

An Equal Employment Opportunity Employer and Provider

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY WIC EBT PROGRAM - DEPT 350 **DATE:** 1/26/2009

CURRENT POSITION TITLE: **CURRENT SLOT. #:** T001 - T028

REQUESTED POSITION TITLE: CLERK
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: **$** 0.00 (Current Budgeted Salary) **$** 16,640 (Proposed Budgeted Salary) **$** 16,640 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $8.00 PER HOUR (Enter hourly rate for temp. positions)

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐ $ 16,640.00 (Hourly Rate * 2,080 hrs. per year = Annual Salary)

TEMPORARY POSITIONS:

3/01/2009	7/31/2009	M-F P/CLINIC SCHEDUL	40HRS	5 MONTHS
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

THESE POSITIONS ARE NEEDED DUE TO THE ROLLOUT OF A NEW COMPUTER SYSTEM IN ORDER TO FACILITATE THE PROCESS.

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

SEE JOB DESCRIPTION

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

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

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
WIC DEPARTMENT

Job Title:	**Clerk**	**FLSA Status:**	**Non-Exempt**
Dept No:	**350**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:

Pulls and files records, answers phone, issues appointments. Maintains and prepares documents and reports. Interprets WIC policies, gives nutrition education, issues vouchers and refers to other health sources.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Identify criteria required for participant eligibility in the WIC Program.
- Screen applicants and determine if they are categorically eligible.
- Follows procedures according to time for processing applicants.
- Recognize acceptable documents as proof of identity and apply different methods to verify residency.
- Determine income accurately.
- Follow procedures to complete forms: WIC 35 and 35-2.
- Comply with National Voter Registration Act.
- Utilize good customer service skills, maintain applicant's confidentiality.
- Input all information from Quick Intake Form and CDE forms into computer.
- Issue Food Vouchers to participants and maintains voucher security.
- Maintain proper reports according to automation policies.
- Prepare and maintain Food Voucher usage reports legible and correctly according with Automation policies.
- Coordinate participant's appointments with other clinic appointments.
- Pull and prepare records prior to scheduled clinics.
- Re-file records within 24 hours. Close records at the end of the month.
- Take appropriate action for lapses according to policy.
- Read immunization cards and make appropriate referral.
- Coordinate WIC with other health services and agencies.
- Conduct Nutrition Education classes.
- Is well informed of employee responsibilities in the County Civil Service Manual.
- Performs any other duties as assigned by the WIC Director.

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 GED required.
- One (1) year clerical work experience desirable, but not required.
- Typing skills preferred.

- Certificate acquired through a technical or business school preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License.
- Availability of personal car, and have liability car insurance.
- Good physical and mental health.
- Immunization record up to date and annual Tuberculin test.

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 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 to loud.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- 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 and report departments' safety regulations.

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1292-441-00-350-009-9

AI - 13748

WIC EBT PROGRAM

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	
T001	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T002	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T003	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T004	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T005	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T006	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T007	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T008	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T009	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T010	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T011	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T012	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T013	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T014	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T015	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T016	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T017	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T018	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T019	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T020	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T021	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T022	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T023	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1292-441-00-350-009-9

AI - 13748

WIC EBT PROGRAM

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	
T024	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T025	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T026	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T027	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T028	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	16,640.00
			0.00	0.00	465,920.00		0.00	0.00	465,920.00	0.00	0.00	0.00	0.00	0.00	0.00	465,920.00

Create twenty eight (28) Temporary Full Time Clerical Positions and set salary @ 8.00/hr. pending CC approva
Estimated work period from March - July 2009

RE: Overtime

Delete | Reply | Reply All | Forward | Move/Copy

Show Header

Print Hide Envelope

From: Larkin, Ellen Add to Address Book
To: Norma Longoria
CC: Jasso, Benny
Date: Tuesday, January 27, 2009 9:19:02 AM
Subject: RE: Overtime

Hi Norma,

Overtime is always a WIC allowable expense but in preparation of and during EBT rollout, overtime may be billed as EBT funding. Please bill these expenses on a separate State of Texas purchase voucher, form B-13, labeled "EBT funding".

Thanks,
Ellen

From: Norma Longoria [mailto:norma.longoria@wic.co.hidalgo.tx.us]
Sent: Monday, January 26, 2009 3:47 PM
To: Larkin, Ellen
Subject: Overtime

Hi Ellen,

When you were here visiting we discussed some issues concerning EBT rollout. I know that Linda said it was ok to pay overtime if we needed it in order to get participants transitioned over on EBT. If overtime is an allowable cost during this event could you please email me something to that effect, so that I can share it with the Auditors. Thanks so much for all that you do for our agencies.

Norma Longoria, MS, LD
WIC Director
Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, TX 78539
(956) 381-4646

COUNTY AUDITOR

Hidalgo County Budget Office
FISCAL NOTE

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

To: Commissioners' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Monday, February 09, 2009

Agenda Item: AI - 13748

Summary of request/proposal: WIC Department is requesting approval to create twenty eight (28) Temporary Full Time Clerical Positions and set salary @ 8.00/hr.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Salary Requested	Total Adjustment Requested
1292	CLERK	T001	121	0.00	16,640.00	16,640.00
1292	CLERK	T002	121	0.00	16,640.00	16,640.00
1292	CLERK	T003	121	0.00	16,640.00	16,640.00
1292	CLERK	T004	121	0.00	16,640.00	16,640.00
1292	CLERK	T005	121	0.00	16,640.00	16,640.00
1292	CLERK	T006	121	0.00	16,640.00	16,640.00
1292	CLERK	T007	121	0.00	16,640.00	16,640.00
1292	CLERK	T008	121	0.00	16,640.00	16,640.00
1292	CLERK	T009	121	0.00	16,640.00	16,640.00
1292	CLERK	T010	121	0.00	16,640.00	16,640.00
1292	CLERK	T011	121	0.00	16,640.00	16,640.00
1292	CLERK	T012	121	0.00	16,640.00	16,640.00
1292	CLERK	T013	121	0.00	16,640.00	16,640.00
1292	CLERK	T014	121	0.00	16,640.00	16,640.00
1292	CLERK	T015	121	0.00	16,640.00	16,640.00
1292	CLERK	T016	121	0.00	16,640.00	16,640.00
1292	CLERK	T017	121	0.00	16,640.00	16,640.00
1292	CLERK	T018	121	0.00	16,640.00	16,640.00
1292	CLERK	T019	121	0.00	16,640.00	16,640.00
1292	CLERK	T020	121	0.00	16,640.00	16,640.00
1292	CLERK	T021	121	0.00	16,640.00	16,640.00
1292	CLERK	T022	121	0.00	16,640.00	16,640.00
1292	CLERK	T023	121	0.00	16,640.00	16,640.00
1292	CLERK	T024	121	0.00	16,640.00	16,640.00
1292	CLERK	T025	121	0.00	16,640.00	16,640.00
1292	CLERK	T026	121	0.00	16,640.00	16,640.00
1292	CLERK	T027	121	0.00	16,640.00	16,640.00
1292	CLERK	T028	121	0.00	16,640.00	16,640.00
Total:				**0.00**	**465,920.00**	**465,920.00**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1292-441-00-350-009-9	121	WIC EBT PROG	TEMP FULL TIME	196,364.75
9-1292-441-00-350-009-9	211	WIC EBT PROG	HEALTH INSURANCE	-
9-1292-441-00-350-009-9	212	WIC EBT PROG	LIFE INSURANCE	-
9-1292-441-00-350-009-9	220	WIC EBT PROG	FICA	15,021.90
9-1292-441-00-350-009-9	230	WIC EBT PROG	RETIREMENT	-
9-1292-441-00-350-009-9	250	WIC EBT PROG	UNEMPLOYMENT COMP	981.82
9-1292-441-00-350-009-9	260	WIC EBT PROG	WORKER'S COMP	10,662.61
			2009 Budgetary Impact	223,031.08

2010 Budgetary Impact: $ 529,191.94

Possible Funding Sources: **Within department budget**

Budget Office Recommendation:

AI-13782 **16.A.**

Approval of Payment

CC REGULAR

Date:	02/09/2009
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. Consideration and approval to purchase a certain tract of land described as Parcel # 1 FM 88 Drainage Outfall Project - Donald E. & Mary A. Thompson Living Trust
2. Consideration and approval to purchase a certain tract of land described as Parcel # 117 Mile 2 West Project - Arturo & Sonja Ortega

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-50-121-036-0-711

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

BUDGETARY IMPACT:

FM 88: Available balance is $66,240.00 in 2008, as of 2/5/09.

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-121-040-0-711

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

BUDGETARY IMPACT:

Mile 2 West: Available balance is $251,437.63 in 2008, as of 2/5/09.

Attachments

Link: Thompson

Link: Ortega

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 10:46 AM	APRV
2	Dale Kennan	Dale Kennan	02/05/2009 09:34 AM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Sandra Garcia — Started On: 02/03/2009 04:33 PM

Final Approval Date: 02/06/2009

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

PAY-MEMO

To: Sylvia Handy
Commissioner Hidalgo County Pct. # 1
Attn: Noe Montes

From: Roy Gonzales, ROW Agent RG.
Hidalgo County Right of Way Department.

Date: February 3, 2009

Re: FM 88 Outfall Project
Parcels # 1- Donald E. and Mary A. Thompson Living Trust

==========

Commissioner Handy,

Attached please find a copy of the unrecorded deed, copy of the Appraisal Report, and a copy of the 1099S form signed by the land owner on the above-mentioned project. A check in the amount of $13,000.00 should be made payable to Donald E. and Mary A. Thompson Living Trust. Please have your department process this invoice as soon as possible out of account # 8-1315-433-50-121-036-0-711 for Right of Way acquisition on this project.

The Original deed will be held by the Right of Way Department and recorded as soon as payment to the landowner is processed. **Please hold check for agent to pick up.**

Commissioners Court approved this project for acquisition on May 30, 2006.

Should you have any questions or comments, please feel to call my office @ 283-8134 or my cell (956) 289-9662.
Roy

Approved_____
Commissioner Sylvia Handy

Approved _____
Jose N. Pena, ROW Director

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

MEMO

TO: Commissioner's Court

FROM: Roy Gonzales
Right Of Way Agent

DATE: January 28, 2009

RE: FM 88 Outfall Project (Parcel # 1)
Donald E. Thompson

Attached please find letter provide by property owner for above-mentioned project.

Appraised Value: $8,297.00

Settlement Offer: $13,000.00

Differences: $4,703.00

Approved; 1/28/09

Not Approved: _____

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

Donald E Thompson
2823 S Pleasantview Dr
Weslaco, TX 78596

Jose N Pena
Right of Way Department
Attn: Roy Gonzalez
509 E Earling Road
San Juan, TX 78589

Dear Roy Gonzalez,

The appraisal district appraised all the land in and around this area at $10,000.00 per acre and some of it higher. The value of the land should not be lower then what the county appraised.

.2982 Acre @ $10,000.00 = $2982.00 20
Trees removed with fruit
20 Trees @ 250 pounds per tree = 5000 pounds @.20cents per pound = 1,000
10 years without fruit = $10,000.00

.2982 acres @ $10,000.00 per acre 2981 = $3,000.00
No fruit for 10 years - $10,000.00
$2,000.00 for the harassment of not being able to water when needed and work I had to do
TOTAL $15,000.00 This amount seems to be fair for both parties.

13,000

$13,000
$15,000

Sincerely,

Donald E. Thompson

Donald E Thompson

Exhibit "A"

County: Hidalgo
Project: F. M. 88
CCSJ: 0698-03-080

OUTFALL PARCEL 1
PROPERTY DESCRIPTION

Being 12,990 square feet or 0.2982 acres of land located in the Llano Grande Tract, Juan Jose Hinojosa De Balli Grant, Abstract No. 54, Hidalgo County, Texas, being out of Farm Tract 312, a part of Lot 6 in Block No. 147 of the West and Adams Tract Subdivision, a map of which is recorded in Volume 2, Pages 34-37, of the Map Records of Hidalgo County, Texas, and also being out of and a part of a 20.11 acre tract conveyed to Pacific Service Company by deed dated December 22, 1975, and recorded in Volume 1467 at Page 540 of the Deed Records of Hidalgo County, Texas, the said 0.2982 acres is further described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod set for the Northwest corner of said Farm Tract 312, the Northwest corner of said 20.11 acre tract, and the Northeast corner of Farm Tract 307 of said West and Adams Tract Subdivision;

THENCE North 88° 45' 08" East, with the North line of said Farm Tract 312, and the North line of said 20.11 acre tract, a distance of 45.00 feet to a point in the East line of a 60 feet wide canal easement claimed by Hidalgo and Cameron Counties Water Control and Improvement District Number 9;

THENCE South 01° 16' 24" East, with the East line of said 60 feet wide canal easement, a distance of 15.18 feet to a point for the Northwest corner and POINT OF BEGINNING of the herein described parcel, having surface coordinates of X=1,152,128.77 and Y=16,613,191.98, (with all bearings and coordinates based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983, with the 1993 adjustment, all distances and coordinates are surface and may be converted to grid by dividing by a combined scale factor of 1.00004, said iron rod is located 0.83 feet left of Engineer's Baseline Station 24+91.13;

1. THENCE North 88° 44' 58" East, with the North line of this parcel, a distance of 335.57 feet to a 5/8 inch iron rod set for the Northeast corner of this parcel, the East line of said 20.11 acre tract, and in the West line of a called 0.90 acre tract of land conveyed to Hidalgo and Cameron Counties Water Control and Improvement District Number 9 by deed dated December 30, 1929, and recorded in Volume 314 at Page 62 of the Deed Records of Hidalgo County, Texas;

2. THENCE South 44° 22' 25" East, with the East line of this parcel, the East line of said 20.11 acre tract, and the West line of said 0.90 acre tract, a distance of 207.88 feet to a 5/8 inch iron rod set for the Southeast corner of this parcel;

3. THENCE South 88° 45' 37" West, with the Easternmost South line of this parcel, a distance of 20.56 feet to a 5/8 inch iron rod set for the Easternmost Southwest corner of this parcel;

4. THENCE North 44° 22' 25" East, with the Southernmost West line of this parcel, a distance of 166.77 feet to a 5/8 inch iron rod set for an interior corner of this parcel;

5. THENCE South 88° 44' 58" West, with the Westernmost South line of this parcel, a distance of 343.10 feet to a 5/8 inch iron rod set in the East line of said 60 feet wide canal easement for the Westernmost Southwest corner of this parcel;

6. THENCE North 01° 16' 24" West, with the Northernmost West line of this parcel, and the East line of said 60 feet wide canal easement, a distance of 30.00 feet to the PLACE OF BEGINNING, containing 12,990 square feet or 0.2982 acres of land, more or less.

Surveyed: June, 2007.

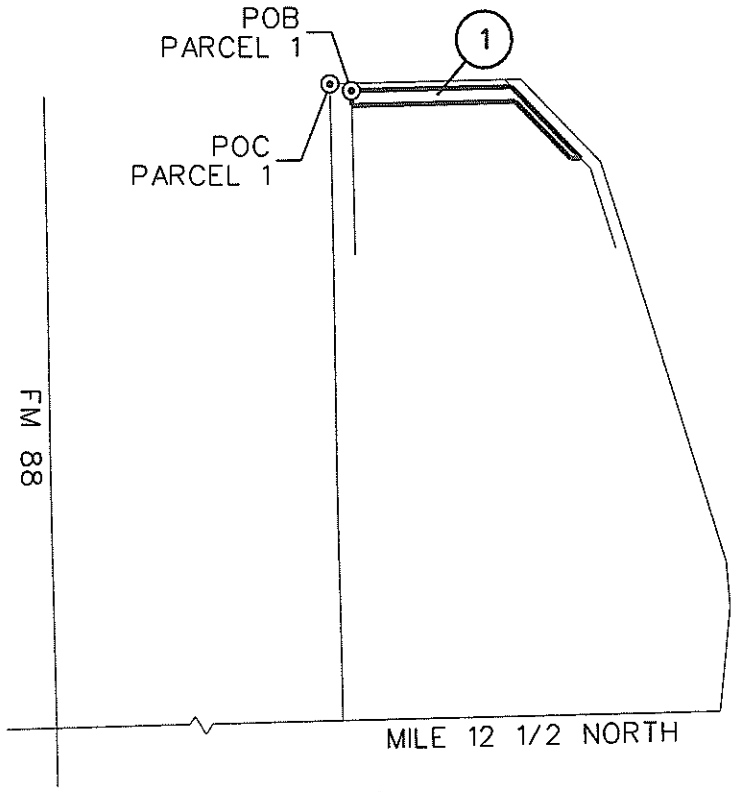
Reference is made to the plat of even date accompanying this metes and bounds description.

I, Roy Lynn Fisher, Registered Professional Land Surveyor No. 5068, do hereby certify that the foregoing description was prepared from a survey made on the ground under my supervision on the date shown and that all boundary lines and landmarks are accurately described therein.

WITNESS my hand and seal at Spring, Texas, this 4th, day of June, A. D., 2007.

Registered Professional Land Surveyor
No. 5068





PARCEL 1
PARENT TRACT INSET
N.T.S.

I, Roy Lynn Fisher, Registered Professional Land Surveyor No. 5068, in the State of Texas, do hereby certify that this plat delineates the results of a survey made on the ground under my supervision in June, 2007, and all boundary lines and landmarks are accurately shown hereon.

WITNESS my hand and seal at Spring, Texas, this 4th, day of June, A.D., 2007.

Registered Professional Land Surveyor
No. 5068

STATE OF TEXAS
REGISTERED
ROY LYNN FISHER
5068
PROFESSIONAL
LAND SURVEYOR

Notes:

1. All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00004.

2. A metes and bounds description of even date accompanies this plat.

3. This map is an internal TxDOT document its contents shall not be used for any other purpose.

4. ◉ indicates a Found 1/2"IR unless noted otherwise.
   ⊙ SET indicates a Set 5/8"IR unless noted otherwise.

EXISTING	TAKING	REMAINING
20.11 AC.	0.2982 AC.	19.8118 AC.
	12,990 SQ.FT.	

PARCEL PLAT

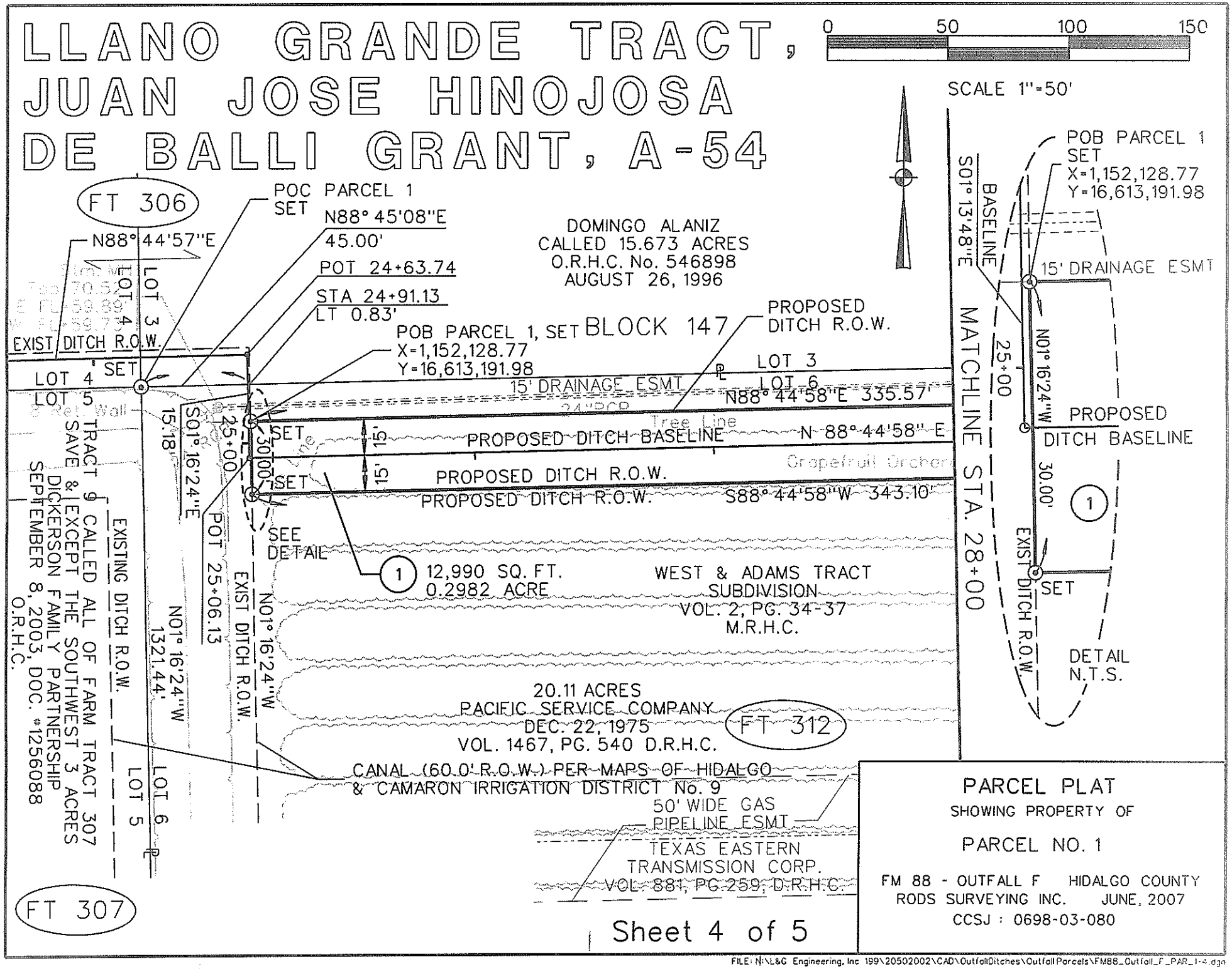
SHOWING PROPERTY OF

PARCEL NO. 1

FM 88 - OUTFALL F HIDALGO COUNTY
RODS SURVEYING INC. JUNE, 2007
CCSJ : 0698-03-080

FILE: N:\L&G Engineering, Inc 199\20502002\CAD\OutfallDitches\OutfallParcels\FM88_Outfall_F_PAR_1-3.dgn

LLANO GRANDE TRACT, JUAN JOSE HINOJOSA DE BALLI GRANT, A-54



PARCEL PLAT

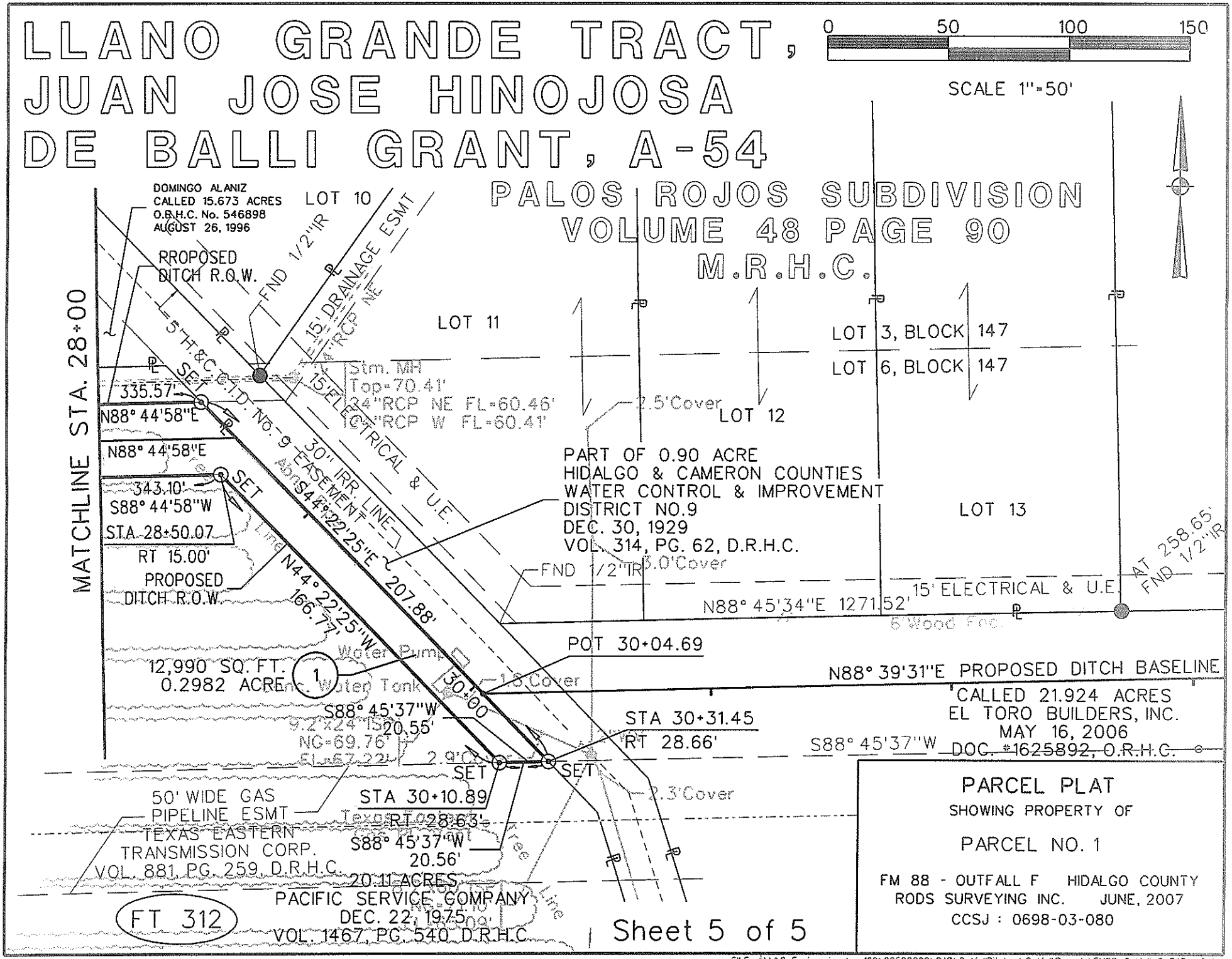
SHOWING PROPERTY OF

PARCEL NO. 1

FM 88 - OUTFALL F HIDALGO COUNTY
RODS SURVEYING INC. JUNE, 2007
CCSJ : 0698-03-080

FILE: N:\L&G Engineering, Inc 199\20502002\CAD\OutfallDitches\OutfallParcels\FM88_Outfall_F_PAR_1-4.dgn

LLANO GRANDE TRACT, JUAN JOSE HINOJOSA DE BALLI GRANT, A-54



PARCEL PLAT

SHOWING PROPERTY OF

PARCEL NO. 1

FM 88 - OUTFALL F HIDALGO COUNTY

RODS SURVEYING INC. JUNE, 2007

CCSJ : 0698-03-080

FILE: n:\L&G Engineering, Inc 199\20502002\CAD\OutfallDitches\OutfallParcels\FM88_Outfall_F_PAR_1-5.dgn

ROW-A-6
(Rev. 7/2004)
GSD-EPC

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property:	The subject property is located between Mile 13 and Mile 12 1/2, just south of Palo Rojos Subdivision, Hidalgo County, Texas.	Account:	N/A
Property Owner:	Donald E. Thompson and Mary A. Thompson	Parcel:	1
Address of Property Owner:	P.O. Box 218, Upland, Indiana 46989-0218	CSJ:	N/A
Occupant's Name:	Vacant	Federal Project No:	N/A
Whole: ☐	Partial: ☑ Acquisition	Highway: FM 88	County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that , it is my opinion the total compensation for the acquisition of the herein described property *(easement)* is $8,297 as of June 28, 2007, based upon my independent appraisal and the exercise of my professional judgment; June 28, 2007 (date)(s), I personally inspected in the field the property herein appraised; I afforded Donald E. Thompson and Mary A. Thompson, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection.

The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on October 22, 2006 (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo, Texas Department of Transportation, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and , my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State,

and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature - Leonel Garza III

State Certified General Real Estate Appraiser - TX 1328375-General
Certification Number

July 31, 2007
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Right-of-Way Department under the direction of Precinct No. 1, and others which would be involved with the acquisition of said proposed right-of-way out of Farm Tract 312, a part of Lot 6 in Block 147 of the West and Adams Subdivision. The part to be acquired is for the expansion of the existing canal right-of-way of Lot 6, Block 147 of the West Tract Subdivision with the project limits being from FM 88 to Mile 4 within the Hidalgo County. The intended use of the report is to assist Roy Gonzales, Right-of-Way Agent of Hidalgo County and others involved with the project, for future negotiations of acquiring all or part of said property as easement in the name of the County of Hidalgo, Texas. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a limited restricted appraisal report, which is to conform with the ROW-A-6 Form Rev. 7/2004.

The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include other governmental entities which may be participating in the project. Roy Gonzales is one of several Right-of-Way Agents of Hidalgo County, who has a local office established at Precinct No. 3, located at 509 E. Earling San Juan, TX. 78589. Mr. Gonzales, shall be the project manager for this project under the direction of Honorable Sylvia Handy, County Commissioner of Precinct No. 1 and Joe Pena the Director of the Right-of-Way Department of Hidalgo County. Mr. Gonzales can be contacted at (956) 283-8134.

Scope of the Assignment

By work order dated June 26, 2007 on behalf of Hidalgo County Right of Way Department, request for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds dated December 20, 2006, created by Rod's Surveying, Inc. of McAllen, Texas. The scope of the assignment is to appraise the area as fee simple, to be acquired as indicated by the survey as of the date of on-site or off-site inspection as permitted by the owner of record.

Market sales within the market area and comparable market areas are to be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection. This inspection is limited by the permissibility of the subject owner as per date of report. A copy of a certified letter of intent to inspect said property is located within the addenda of this appraisal report.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the proposed right-of-way to be acquired by the County of Hidalgo, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases, or operating agreements and project influence (if any exist).

The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the Hidalgo County Appraisal District, if they are affected by the part to be acquired.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate and easement valuation. Fee Simple Estate and Easement is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." Easement is defined as "An interest in real property that conveys use, but not ownership, of a portion of an owner's property. Access or right of way easement may be acquired by private parties or public utilities."

Accessibility To Subject Property

The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property. The letter afforded the property owner the opportunity to accompany the appraiser during the on or off-site inspection of the subject property. A copy of the certified letter is located within the addenda of this report. Mr. Donald Thompson was present during the on-site inspection of the subject property. Contact information for Donald Thompson is as follows: (956) 968-2644 Office / (956) 463-8373 Cell / (956) 968-3595 with a mailing address of 2823 S. Pleasant View Drive, Weslaco, Texas 78596.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired is located along the northern boundary of Lot 6, Block 147, West and Adams Tract Subdivision. As per scope of the assignment, the subject property (part to be acquired) shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the Hidalgo County Appraisal District. The property was analyzed based on the whole property less any existing adverse easements of which a pro-rata part of the whole is determined to be the subject of this report. The subject property is a large tract of land of which the remainder shall not be affected nor damaged as a result of the acquisition. Therefore, a valuation of the remainder portion of the subject property was not required.

Economic Unit Analysis

The subject property shall be analyzed based on a 20.11 acre (875,992 square foot) tract of land which excludes any existing road right-of-way indicated. The area for the subject property as a whole is indicated as per survey provided by Rod's Surveying, Inc. dated June 4, 2007. The comparable sales used for the analysis of the subject property as whole and as the partial taking indicated a range of economic units of 26 acres to 70.57 acres. These indicated economic unit values are used for the valuation of the irregular partial taking, as the part to be acquired does not constitute an economic unit. Therefore, the pro-rata part of the whole is applied to the partial taking for the market valuation of the subject property.

Part to be Acquired

The proposed partial taking is comprised of fee land in which the land area to be acquired is 12,990 square feet (0.2982 acres). The part to be acquired is an irregular-shaped tract of land which has limited use and site utility due to its location and size as proposed and does not constitute a readily marketable economic unit. Therefore, the part to be acquired, which is the subject of this report, shall be evaluated as a pro-rata part of the whole as determined by the approaches to market value selected. Based on the pro-rata part of the whole, the subject shall be valued based on the highest and best use as a single family residential use tract of land which is based on the local market trend along FM 88, 4 Mile West, Mile 13 and Mile 12 1/2, north of Weslaco, Texas. This highest and best use is further explained on page 1.4 of

To Be Acquired (Net)	**0.2982 Acres**
	12,990 S.F.

Legal Description of The Part To Be Acquired

Being 12,990 square feet or 0.2982 acre of land located in the Llano Grande Tract, Juan Jose Hinojosa De Balli Grant, Abstract No. 54, Hidalgo County, Texas, being out of Farm Tract 312, a part of Lot 6 in Block No. 147 of the West and Adams Tract Subdivision, a map of which is recorded in Volume 2, Pages 34-37, of the Map Records of Hidalgo County, Texas, and also being out of and a part of a 20.11 acre tract conveyed to Pacific Service Company by deed dated December 22, 1975, and recorded in Volume 1467 at Page 540 of the Deed Records of Hidalgo County, Texas.

Remainder Before and After The Taking

The remainder before and after the taking is defined as the partial taking subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed taking. The highest and best use of the subject property before and after the proposed partial taking is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed taking. As for the remainder, it was determined that the highest and best use before and after the acquisition shall remain and not be damaged or changed as a result of the acquisition.

Property Tax Information

This appraiser has examined the property tax information indicated by the Hidalgo County Appraisal District (HCAD) as of the date of appraisal and has found that the subject property is under the ownership of Pacific Service Co. The part to be acquired was identified as part of a larger tract of land which contained tax identification no. W3800-00-312-0000-01. The subject property land assessment was indicated to be $108,060 with no building nor site improvements indicated. The indicated unit assess rate for the subject property, which is under Agricultural Exemption was indicated to be $604 per acre. The property taxes for the subject property do not reflect the recent ownership change indicated by Warranty Deed # 1761247, Recorded on May 22, 2007. Further research with the Hidalgo County Tax Office shall be required to confirm any ownership changes and outstanding tax liabilities attributable to the subject property.

Environmental Assessment / Adverse Easements / Encroachments / Topography

This appraiser has made an on-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if an environmental concerns exists. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence it's marketability and or value.

A survey of the remainder of the subject property was not provided by Rod's Surveying, Inc. as per date of report. Therefore, the extraordinary assumption that no adverse easements nor encroachments are located within the remainder before and after the taking which would affect the value of the whole, part to be acquired and the remainder before and after the acquisition. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography nor drainage of the subject property as a whole, part to be acquired and the remainder after.

Utility Services Available

The subject property is located in a region, which contains, water, electricity, and phone service, which is typical of the market area.

Identification of Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the taking shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed taking. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

Current Listing Status

It appears that the subject property is not listed for sale as of the effective date of this appraisal. No visible "For Sale" signs were located on the subject property and the property was not listed for sale under a Realtor's® Multiple Listing Service.

Estimated Marketing Time Period

The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the Weslaco, Donna, and Mercedes markets. The analysis included the indicated "DOM" Days on Market as shown on the McAllen Multiple Listing Service which provides local Realtors an avenue to advertise properties located in the Rio Grande Valley, with its primary focus on properties within Hidalgo County.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

Statement of Highest & Best Use

The subjects highest and best use as vacant and as if improved is indicated for single family residential development. This type of mixed use is concurrent with the recent trends located along FM 88, 4 Mile West, Mile 13, and Mile 12 1/2 Roads within Hidalgo County. This highest and best use is based on the determined economic unit of the subject property as whole as the portion being acquired in the name of the County of Hidalgo, Texas, does not itself constitute an economic unit.

When a property is evaluated the highest and best use must always be considered. In the current case the highest and best use of the whole is determined to be for residential development based on several factors. These factors that are taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The scope of the assignment is to evaluate the subject property as a whole, part to be acquired, and the remainder before and after the acquisition, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed taking. In order to determine the highest and best use, research was performed within the City of Weslaco and Hidalgo County to determine the legal permissibility of land uses along FM 88, 4 Mile West, Mile 13, and Mile 12 1/2 Roads. Along these roads, development is mixed with small retail and single family residential uses existing.

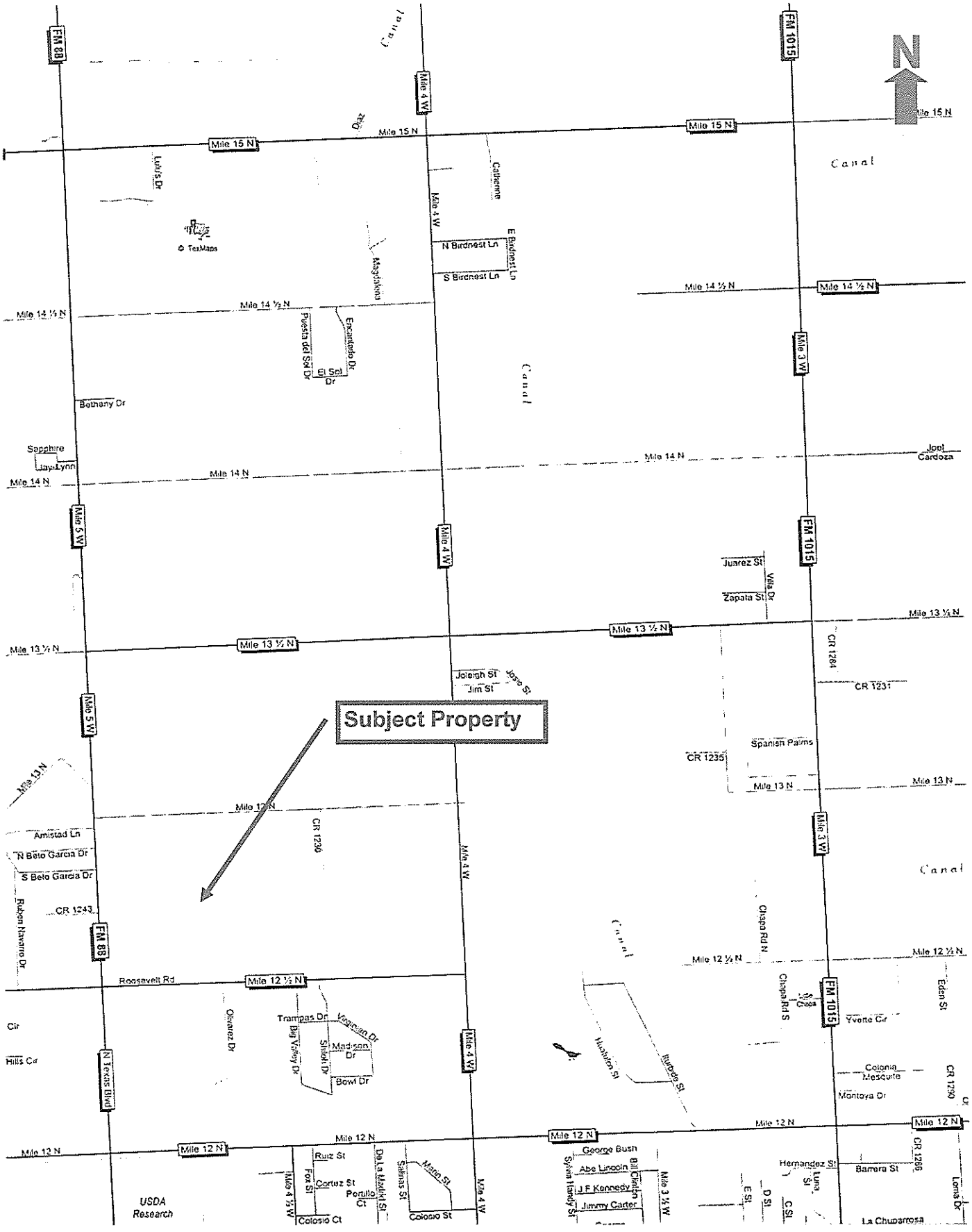
Since the subject lies within the jurisdiction of Hidalgo County, Texas of which does not recognize any zoning ordinances as per date of appraisal, this office shall evaluate the subject property based on the continuing trend along FM 88, 4 Mile West, Mile 13, and Mile 12 1/2 Roads and the existing ordinance which govern the subject property as existing of which should continue its use before and after the proposed right-of-way acquisition. Therefore, the highest and best use of residential development "as vacant" and "as if improved" would therefore be legally permissible as of the date of this report.

The physical characteristics of the subject property as a whole are typically found throughout the region north of the City of Weslaco. The subject property contains adequate land area frontage along Mile 13 and Mile 12 1/2 to allow the future single family residential development before and after the proposed acquisition. Based on the size and shape of the subject property as a whole and the remainder before and after the acquisition, the property shall maintain residential development highest and best use. As for the part to be acquired, it contains limited use based on its proposed size and shape and therefore does not constitute an economic unit in itself and must be used in conjunction with the whole. Since the valuation of the part to be acquired is based on the pro-rata part of the whole, then the part to be acquired shall be evaluated with a similar highest and best use as the whole. This highest and best use shall not be affected for the remainder before and after the acquisition.

The financial feasibility and maximally productive use of the subject property is based on the continued growth along FM 88, 4 Mile West, Mile 13, and Mile 12 1/2 Roads, which includes single family residential and light commercial retail uses. Based on the continued growth in the market area, it is estimated that the subject can be financially feasible to contain a single family residential subdivision use "as vacant" and "as if improved". This determination of financial feasibility and productivity is also attributed to the remainder before and after the taking which will not be affected nor damaged as a result of the part to be acquired.

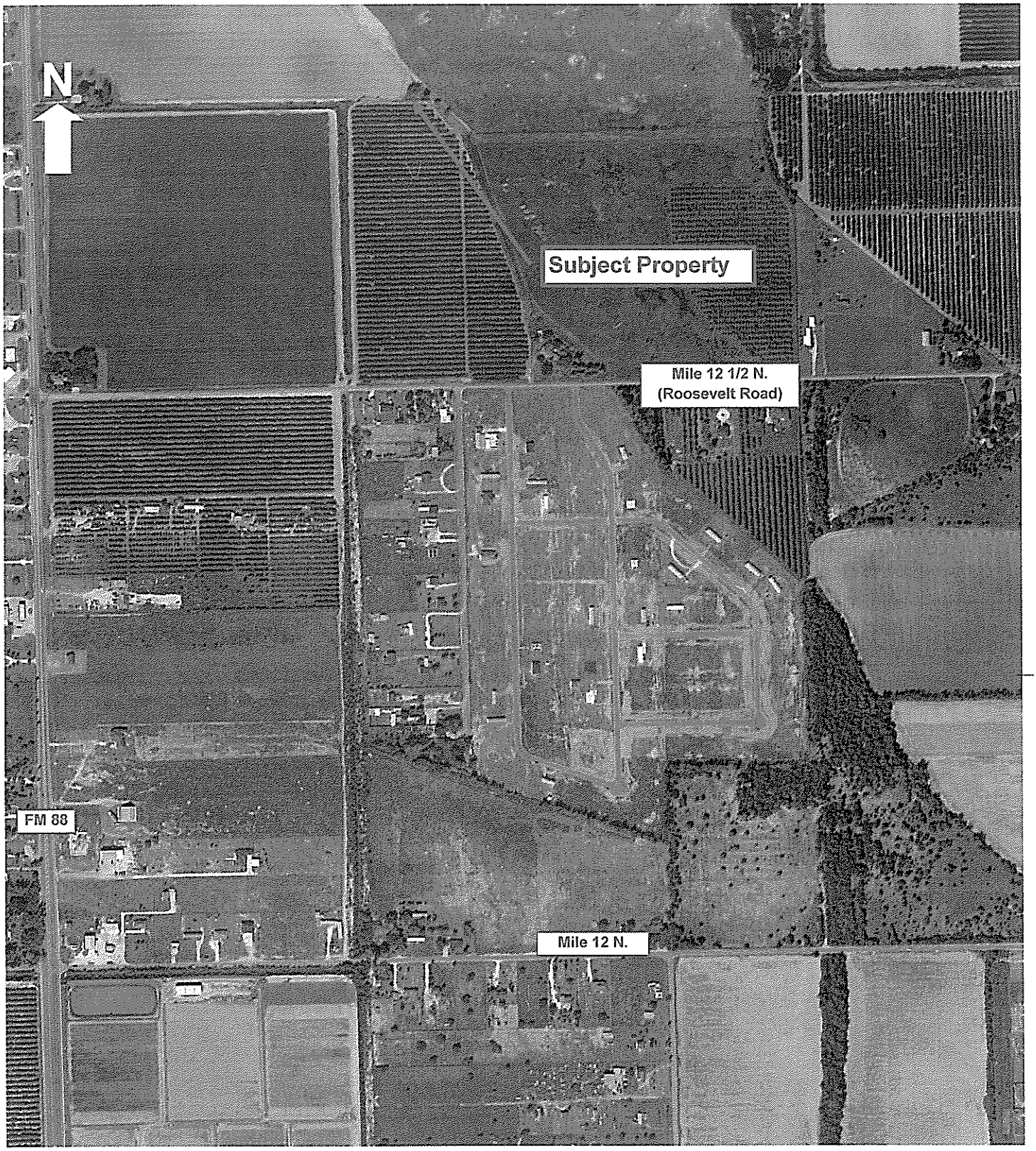
After careful review of the four approaches to the highest and best use test, it is concluded that the subject property "as vacant" and "as if improved" shall be for single family residential development use. This conclusion is correlated to the property as a whole, part to be acquired and the remainder before and after the acquisition.

LOCATION MAP OF SUBJECT PROPERTY



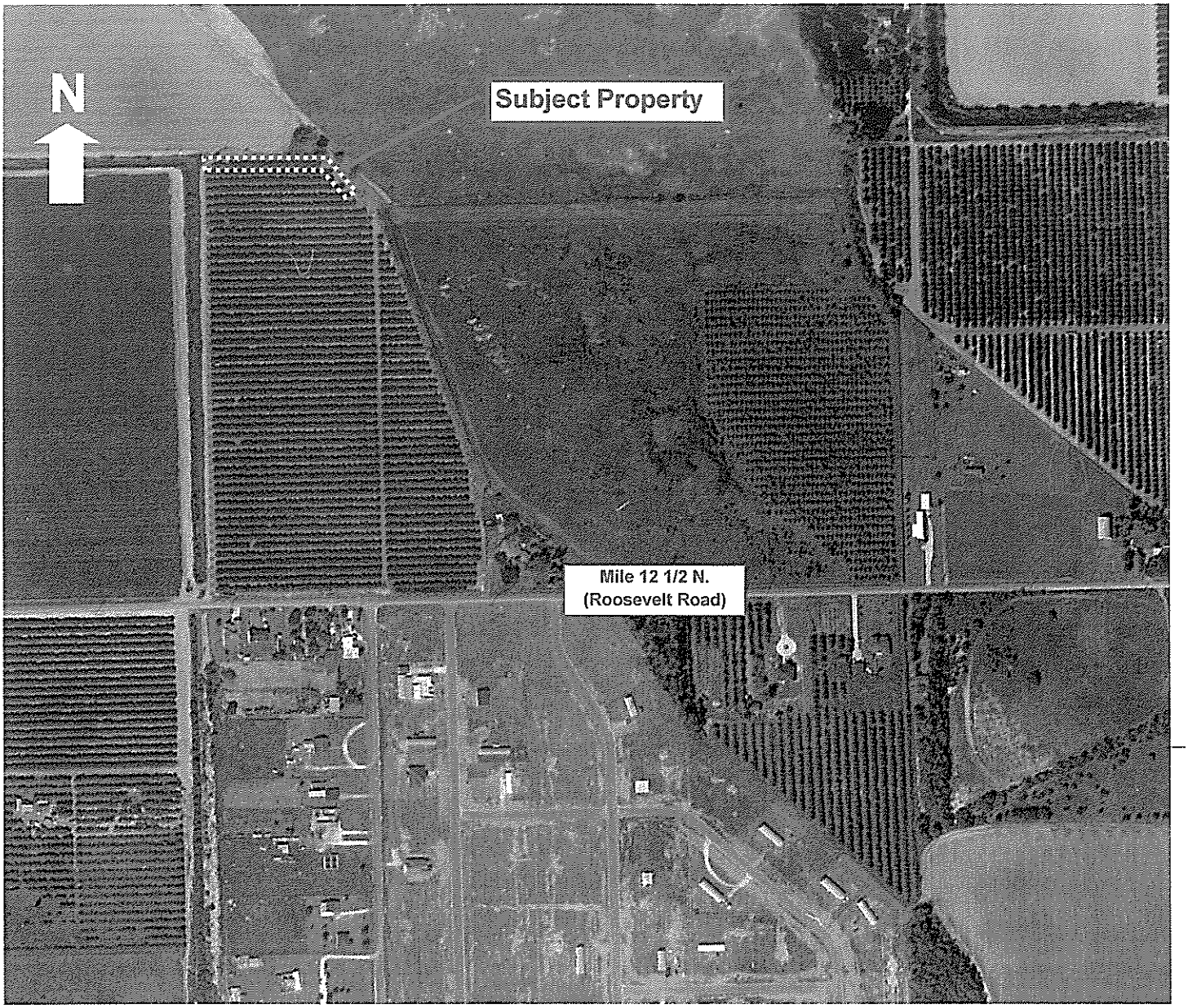
Copyright 1999-2006 TexMaps

AERIAL PHOTOGRAPH OF SUBJECT AREA



AERIAL PHOTOGRAPH OF SUBJECT

(Closer View of Subject Property)



NOTE: SUBJECT PROPERTY AS A WHOLE IS ESTIMATED AND DEPICTED BY THE RED DASHED LINE. THE PART TO BE ACQUIRED IS INDICATED BY THE YELLOW DASHED LINE AND IS THE SUBJECT OF THIS REPORT. A COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY ROD'S SURVEYING INC. AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 1

Local Address: The subject property is located between Mile 13 and Mile 12 1/2, just south of Palo Rojos Subdivision, Hidalgo County, Texas.

Date Taken: June 28, 2007

Taken By: Leonel Garza III

1. Point from which taken: Photo 1: HCCID #9 Easement
Photo 2: Subject Property

Looking: Photo 1: Western View
Photo 2: Northern View



Photo 1
Western view of subject property.



Photo 2
Northern view of part to be acquired.

2. Point from which taken: Photo 3: Subject Property
Photo 4: HCCID. #9 Easement

Looking: Photo 3: Eastern View
Photo 4: Eastern View



Photo 3
Eastern view of part to be acquired



Photo 4
Eastern view of improvements located within the part to be acquired.

DESCRIPTION OF PROPERTY:

The subject property, as a whole, is a 20.11 acre tract of land currently being utilized for agricultural use located along northern side of Lot 6, Block 147 of the West and Adams Tract Subdivision in Hidalgo County, Texas. The subject is located within the County of Hidalgo and within the extraterritorial jurisdiction of the City of Weslaco, Texas. According to the survey provided by Rods Surveying, Inc. dated June 4, 2007, the part to be acquired is approximately 0.2982 acres (12,990 square feet). This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as vacant, which shall exclude any existing road right-of-way in order to derive the net area within the acquisition. This is performed in order to determine the pro-rata part of the whole for the purchase of said tract by the Hidalgo County Right-of-Way Department in the name of the State of Texas.

AREA OR NEIGHBORHOOD ANALYSIS:

The subject neighborhood along FM 88 roadway is a mixture of established single family residential properties in interim use, commercial and retail developments and light industrial properties. Several properties along FM 88 are in a state of development as new single family subdivisions are being created as indicated by the City of Weslaco Planning Department. Leonel Garza Jr. & Associates LLC has inspected the market area along FM 88 roadway and has found that the market is in a state of positive development of which is concentrated south of the project limits.

SITE ANALYSIS:

Five Year Sales History: The subject property is indicated to be under the ownership of Pacific Service Co., as per document # 28633, as indicated by survey and field notes provided by Rod's Survey, Inc. Further investigation of the subjects history through the Hidalgo County Appraisal District and the Hidalgo County Clerks Office indicates the current owner of record to be Donald E. Thompson and Mary A. Thompson. The subject property was transferred from Jack and Edith Austin (Grantor) to Pacific Service Co. (Grantee) on December 22, 1975, Document # 28633. On December 15, 2006, the subject property was transferred from Pacific Service Co. (Grantor) to Donald E. Thompson and Mary A. Thompson (Grantee), Document # 1761247. Therefore, the subject has been in the name of Donald E. Thompson and Mary A. Thompson for less than one (1) year.

Legal Description: (Whole Property) All of Farm Tract (312), of the West and Adams Tract Subdivision of lands out of Llano Grande Tract, Juan José Hinojosa De Balli Grant, Abstract No. 54, Hidalgo County, Texas being out of Farm Tract 312, a part of Lot 6 in Block 147 of the West and Adams Tract Subdivision, Recorded in Volume 2, Page 34-37, of the Map Records of Hidalgo County, Texas, and also being out of and a part of 20.11 acre tract conveyed to Pacific Service Company by Deed dated December 22 ,1975, and recorded in Volume 1467 at Page 540 of Deed Records of Hidalgo County, Texas.

Legal Description: (Part To Be Acquired) Being 12,990 square feet or 0.2982 acre of land located in the Llano Grande Tract, Juan Jose Hinojosa De Balli Grant, Abstract No. 54, Hidalgo County, Texas, being out of Farm Tract 312, a part of Lot 6 in Block No. 147 of the West and Adams Tract Subdivision, a map of which is recorded in Volume 2, Pages 34-37, of the Map Records of Hidalgo County, Texas, and also being out of and a part of a 20.11 acre tract conveyed to Pacific Service Company by deed dated December 22, 1975, and recorded in Volume 1467 at Page 540 of the Deed Records of Hidalgo County, Texas.

Improvements: During the on-site inspection of the subject property, no building nor site improvements were indicated within the part to be acquired. Any utilities located within the part to be acquired shall be relocated as an item of construction and shall not be included within the compensation of the subject property. Therefore the subject property shall be valued as a vacant tract of land similar to the surrounding market area.

Highest and Best Use: Single Family Residential

(Form ROW-A-^ Rev. 7/2004 Page 3 of 5 Continued on Next Page

(Continuation from previous page)

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	Pacific Service Company, LLP.	Agustin A. Cano/Margarita L. Cano and Victor R. Garza / Elva O. Garza	Hilda Barbosa Garcia and Land of Two Sunshines L.P.	Jack McClelland
Grantee	Donald E. Thompson and Mary A. Thompson	Dora E. Flores	Five L Development, LTD	San Mateo Investments
Date of Sale	December 15, 2006	January 12, 2005	September 15, 2005	February 28, 2006
Unit Price	/ Ac	7,769 / Ac	6,875 / Ac	13,462 / Ac
Relative Location	Average	Inferior 25%	Similar 0%	Similar 0%
Lot Location	Interior tract	Interior Tract 0%	Corner Tract -5%	Interior Tract 0%
Financing	Conventional	Similar 0%	Similar 0%	Similar 0%
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Physical Characteristics	Typical of Market	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Water / Electricity / Phone	Similar 0%	Similar 0%	All Municipal Utilities -5%
Street Access / Frontage	Mile 12 1/2 North	Mile 4 West 0%	Mile 2 Road & Mile 11 N. Road 0%	Mile 2 Road & Mile 2 1/2 Road 0%
Size of Tract	20.11 Acres	26.00 Acres 0%	40.00 Acres 5%	70.57 Acres 10%
Net Adjustments		Δ 25%	Δ Δ 0%	Δ Δ 5%
Indicated Unit Value		$ 9,711 / Ac	$ 6,875 / Ac	$ 14,135 / Ac

Estimated Unit Value of Fee Simple Area $ **14,000 / Ac**

Estimated Unit Value As Easement (50% of Fee Simple Value) $ **7,000 / Ac**

Estimated Value by Sales Comparison Approach **(0.2982 Acres x $7,000/Ac)** $ **2,087**
(Includes Part To Be Acquired Only)

SEE EXPLANATION TO ADJUSTMENTS ON PAGE 4.0

Form ROW-A-5S
Rev. 4/2003
GSD-EPC

COMPARABLE DATA SUPPLEMENT

ROW Account: N/A Parcel No.: 1 Highway: FM 88 County: Hidalgo

Land Sale ☑ Improved Sale ☐ Rental Data ☐



Grantor/ Lessor: Agustin A. Cano/Margarita L. Cano and Victor R. Garza / Elva O. Garza Grantee/Lessee: Dora E. Flores

Date: January 12, 2005 Recording Information: Document 1429550 Key Map: N/A

Address: Mile 4 North, 1/2 Mile North of Mile 11 North Road, Hidalgo County, Texas. Zip Code: 78596

Legal Description: A 26.00 acre tract of land out of Farm Tract 263, Block 146, West Tract Subdivision, Hidalgo County, Texas, according to map recorded in Vol. 2, Page 34 OCCHC.

Confirmed Price : $ 202,000 Verified with: MLS L092949S& Deed Records

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 26.00 Acres or 1,132,560 Sf Unit Price as Vacant : $ 7,769 / Ac or $ 0.18 / Sf

Type Street: Asphalt Paved Utilities: Electricity/Phone/Water

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: 0 Highest and Best Use: Single Family Residential

Date of Inspection: October 22, 2006 Zoning: N/A Flood Plain: Zone B

Attach Additional Information: The subject property is located north of Mile 11 North Road along Mile 4 1/2 Road. The property was purchased for single family residential development.

Appraiser: Leonel Garza III October 22, 2006
(Typed, not signed) Date

Form ROW-A-5S
Rev. 4/2003
GSD-EPC

COMPARABLE DATA SUPPLEMENT

ROW Account: N/A Parcel No.: 1 Highway: FM 88 County: Hidalgo

Land Sale ☑ Improved Sale ☐ Rental Data ☐



Grantor/ Lessor: Hilda Barbosa Garcia and Land of Two Sunshines L.P. Grantee/Lessee: Five L Development, LTD

Date: September 15, 2005 Recording Information: Document 1527359 Key Map: N/A

Address: Zip Code: 78596

NWC of Mile 11 and Mile 2 West, Hidalgo County, Texas.

Legal Description: All of Colonia Lucero Del Norte, Hidalgo County, Texas, according to the map recorded in Vol. 24, Page 69-B, Map Records in the OCCHC.

Confirmed Price: $ 275,000 Verified with: MLS L04254S & Deed Records

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 40.00 Acres or 1,742,400 Sf Unit Price as Vacant : $ 6,875 /Acre or $ 0.16 / Sf

Type Street: Asphalt Paved Utilities: Electricity/Phone/Water

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest and Best Use: Single Family Residential

Date of Inspection: October 22, 2006 Zoning: N/A Flood Plain: Zone B

Attach Additional Information:

The subject was purchased for a single family residential development.

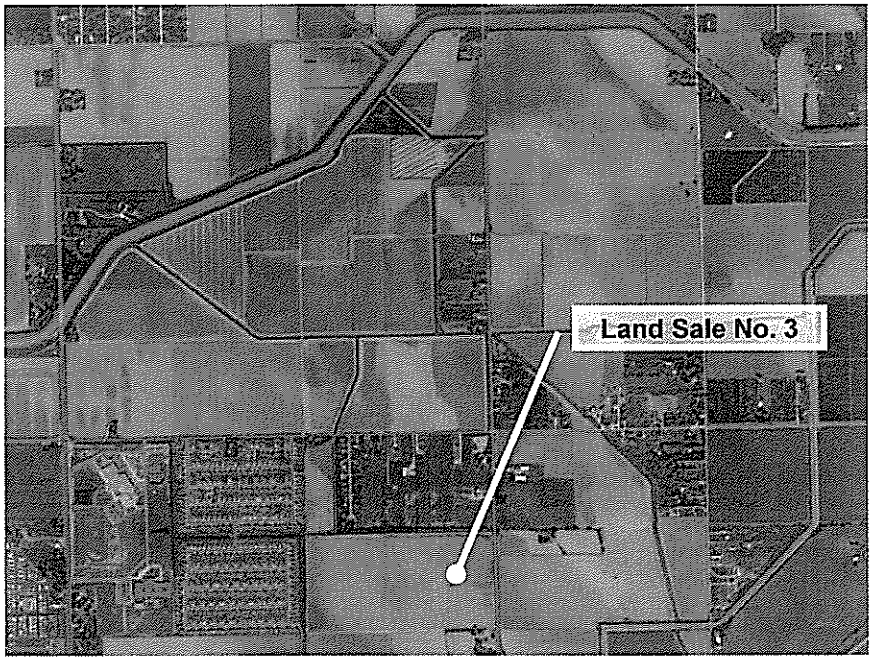
Appraiser: Leonel Garza III October 22, 2006
(Typed, not signed) Date

Form ROW-A-5S
Rev. 4/2003
GSD-EPC

COMPARABLE DATA SUPPLEMENT

ROW Account: N/A Parcel No.: 1 Highway: FM 88 County: Hidalgo

Land Sale ☑ Improved Sale ☐ Rental Data ☐



Grantor/ Lessor: Jack McClelland Grantee/Lessee: San Mateo Investments

Date: February 28, 2006 Recording Information: Document 1583683 Key Map: N/A

Address: Located on the west side of 2 Mile West just south of Mile 9 North, Weslaco, Texas. Zip Code: 78570

Legal Description: A 70.572 acre tract of land, more or less, being all of Lots Seven (7) and Eight (8), Block One Hundred Fifteen (115), Campacuas Addition, Hidalgo County, Texas, according to a map or plat recorded in Volume 1, Page 2, Map Records, Hidalgo County, Texas.

Confirmed Price: $ 950,000 Verified with: MLS 07519 & Deed Records

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 70.57 Acres or 3,074,029 Sf Unit Price as Vacant : $ 13,462 / Acre or $ 0.31 / Sf

Type Street: Asphalt Paved Utilities: All Municipal Utilities Available

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest and Best Use: Single Family Residential

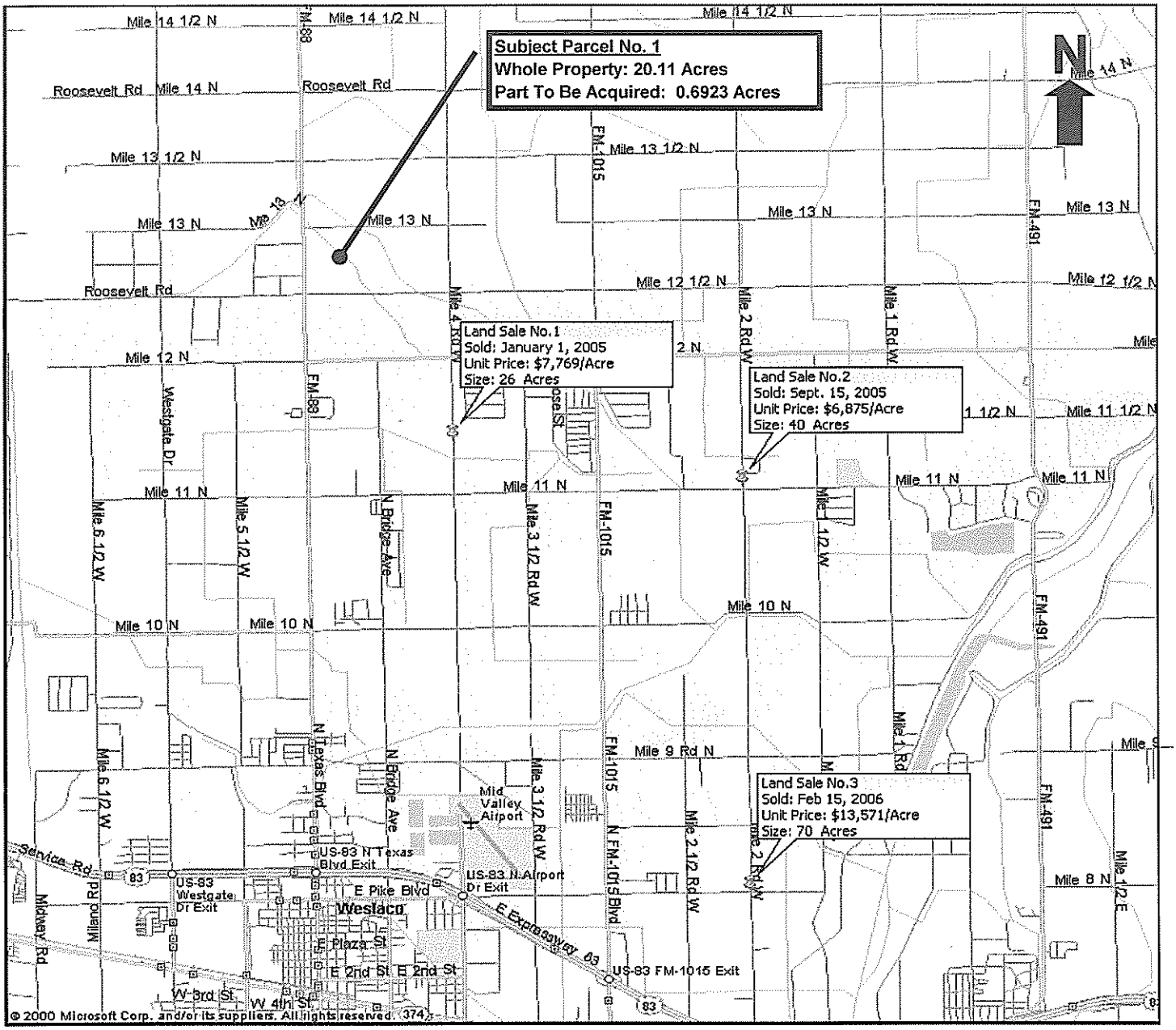
Date of Inspection: October 22, 2006 Zoning: N/A Flood Plain: Zone B

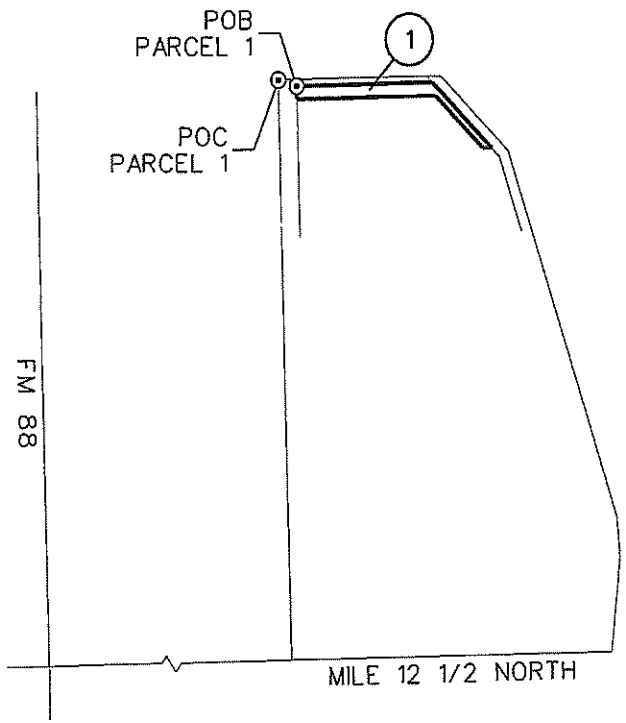
Attach Additional Information:

The subject was purchased for a single family residential development.

Appraiser: Leonel Garza III October 22, 2006
(Typed, not signed) Date

COMPARABLE SALES MAP





PARCEL 1
PARENT TRACT INSET
N.T.S.

Notes:

1. All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00004.

2. A metes and bounds description of even date accompanies this plat.

3. This map is an internal TxDOT document its contents shall not be used for any other purpose.

4. ● indicates a Found 1/2"IR unless noted otherwise.
   ⊙ SET indicates a Set 5/8"IR unless noted otherwise.

I, Roy Lynn Fisher, Registered Professional Land Surveyor No. 5068, in the State of Texas, do hereby certify that this plat delineates the results of a survey made on the ground under my supervision in June, 2007, and all boundary lines and landmarks are accurately shown hereon.

WITNESS my hand and seal at Spring, Texas, this 4th, day of June, A.D., 2007.

Registered Professional Land Surveyor
No. 5068

STATE OF TEXAS
REGISTERED
ROY LYNN FISHER
5068
PROFESSIONAL
LAND SURVEYOR

EXISTING	TAKING	REMAINING
20.11 AC.	0.2982 AC.	19.8118 AC.
	12,990 SQ.FT.	

PARCEL PLAT
SHOWING PROPERTY OF

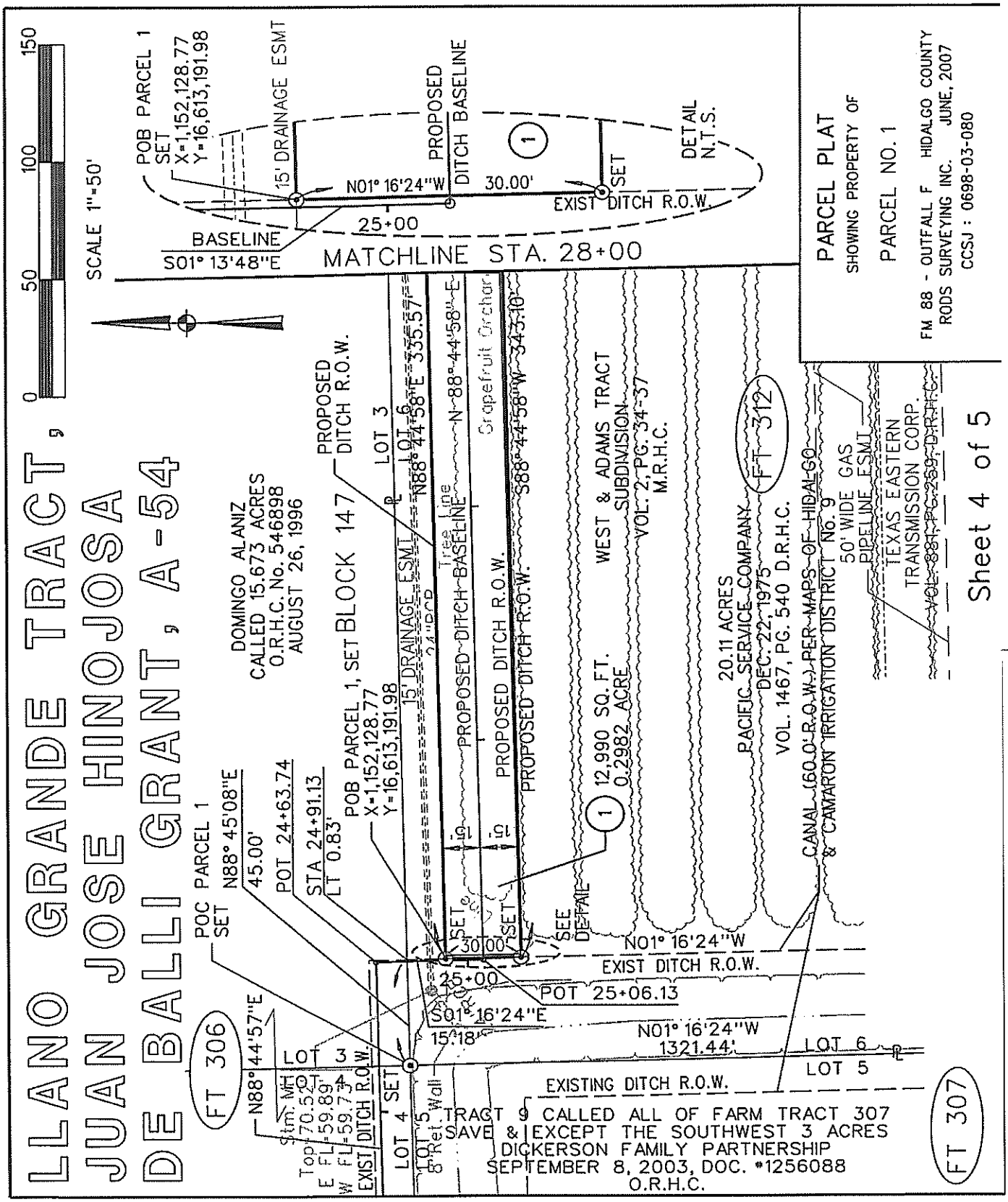
PARCEL NO. 1

FM 88 - OUTFALL F HIDALGO COUNTY
RODS SURVEYING INC. JUNE, 2007
CCSJ : 0698-03-080

Sheet 3 of 5

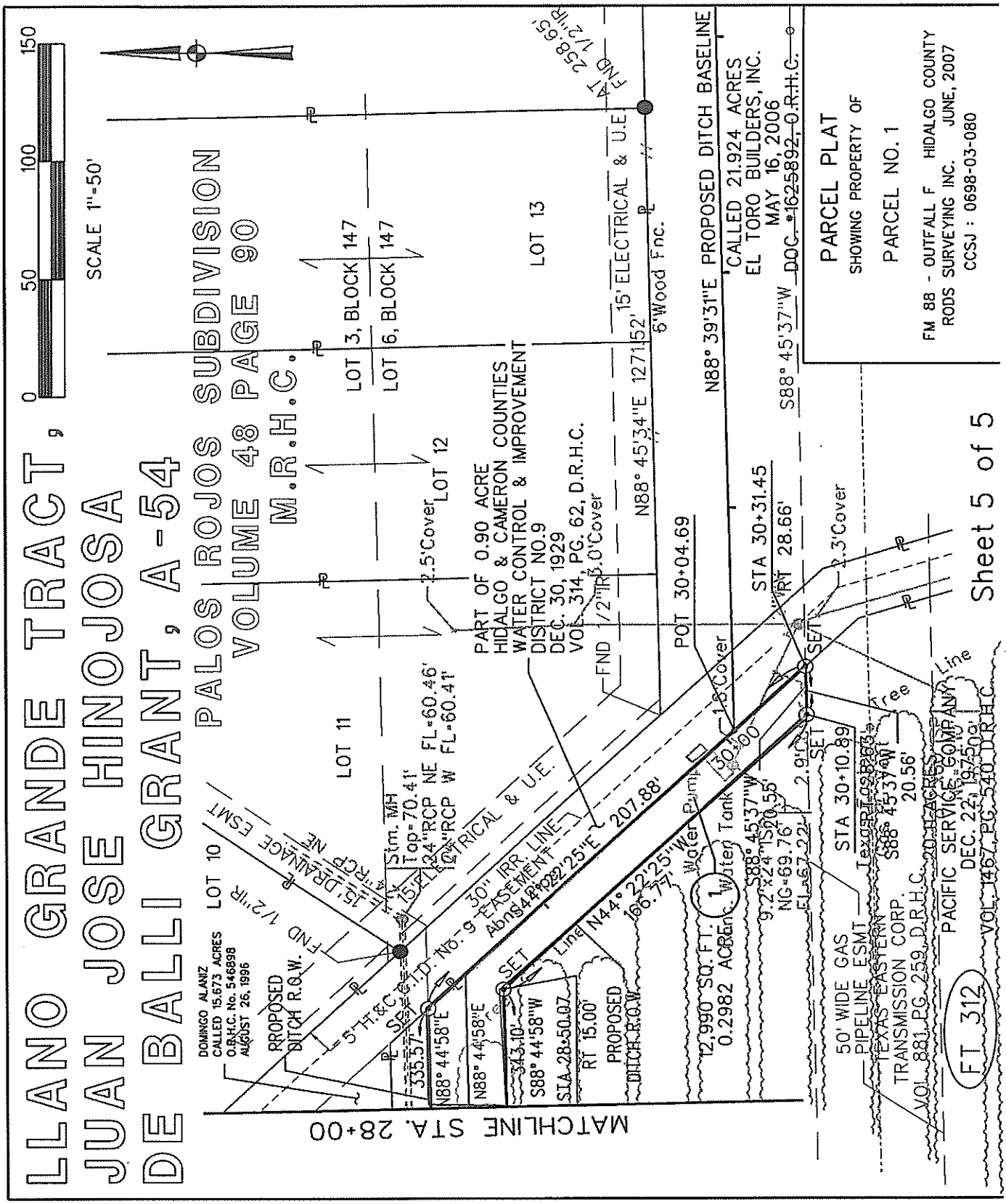
Yellow Highlight = Proposed Right-of-Way

SURVEY OF SUBJECT PROPERTY (Page 2 of 3)



Yellow Highlight = Proposed Right-of-Way

SURVEY OF SUBJECT PROPERTY (Page 3 of 3)



FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 2)

June, 2007
Outfall Parcel 1
Page 1 of 5

Exhibit "A"

County: Hidalgo
Project: F. M. 88
CCSJ: 0698-03-080

OUTFALL PARCEL 1
PROPERTY DESCRIPTION

Being 12,990 square feet or 0.2982 acres of land located in the Llano Grande Tract, Juan Jose Hinojosa De Balli Grant, Abstract No. 54, Hidalgo County, Texas, being out of Farm Tract 312, a part of Lot 6 in Block No. 147 of the West and Adams Tract Subdivision, a map of which is recorded in Volume 2, Pages 34-37, of the Map Records of Hidalgo County, Texas, and also being out of and a part of a 20.11 acre tract conveyed to Pacific Service Company by deed dated December 22, 1975, and recorded in Volume 1467 at Page 540 of the Deed Records of Hidalgo County, Texas, the said 0.2982 acres is further described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod set for the Northwest corner of said Farm Tract 312, the Northwest corner of said 20.11 acre tract, and the Northeast corner of Farm Tract 307 of said West and Adams Tract Subdivision;

THENCE North 88° 45' 08" East, with the North line of said Farm Tract 312, and the North line of said 20.11 acre tract, a distance of 45.00 feet to a point in the East line of a 60 feet wide canal easement claimed by Hidalgo and Cameron Counties Water Control and Improvement District Number 9;

THENCE South 01° 16' 24" East, with the East line of said 60 feet wide canal easement, a distance of 15.18 feet to a point for the Northwest corner and POINT OF BEGINNING of the herein described parcel, having surface coordinates of X=1,152,128.77 and Y=16,613,191.98, (with all bearings and coordinates based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983, with the 1993 adjustment, all distances and coordinates are surface and may be converted to grid by dividing by a combined scale factor of 1.00004, said iron rod is located 0.83 feet left of Engineer's Baseline Station 24+91.13;

1. THENCE North 88° 44' 58" East, with the North line of this parcel, a distance of 335.57 feet to a 5/8 inch iron rod set for the Northeast corner of this parcel, the East line of said 20.11 acre tract, and in the West line of a called 0.90 acre tract of land conveyed to Hidalgo and Cameron Counties Water Control and Improvement District Number 9 by deed dated December 30, 1929, and recorded in Volume 314 at Page 62 of the Deed Records of Hidalgo County, Texas;

2. THENCE South 44° 22' 25" East, with the East line of this parcel, the East line of said 20.11 acre tract, and the West line of said 0.90 acre tract, a distance of 207.88 feet to a 5/8 inch iron rod set for the Southeast corner of this parcel;

FIELD NOTES OF PART TO BE ACQUIRED (Page 2 of 2)

3. THENCE South 88° 45' 37" West, with the Easternmost South line of this parcel, a distance of 20.56 feet to a 5/8 inch iron rod set for the Easternmost Southwest corner of this parcel;

4. THENCE North 44° 22' 25" East, with the Southernmost West line of this parcel, a distance of 166.77 feet to a 5/8 inch iron rod set for an interior corner of this parcel;

5. THENCE South 88° 44' 58" West, with the Westernmost South line of this parcel, a distance of 343.10 feet to a 5/8 inch iron rod set in the East line of said 60 feet wide canal easement for the Westernmost Southwest corner of this parcel;

6. THENCE North 01° 16' 24" West, with the Northernmost West line of this parcel, and the East line of said 60 feet wide canal easement, a distance of 30.00 feet to the PLACE OF BEGINNING, containing 12,990 square feet or 0.2982 acres of land, more or less.

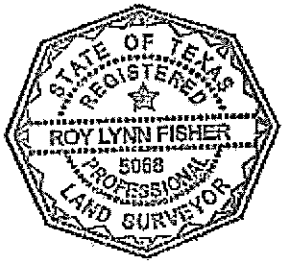
Surveyed: June, 2007.

Reference is made to the plat of even date accompanying this metes and bounds description.

I, Roy Lynn Fisher, Registered Professional Land Surveyor No. 5068, do hereby certify that the foregoing description was prepared from a survey made on the ground under my supervision on the date shown and that all boundary lines and landmarks are accurately described therein.

WITNESS my hand and seal at Spring, Texas, this 4th, day of June, A. D., 2007.

Registered Professional Land Surveyor
No. 5068



Explanation of Adjustments with Reconciliation:
This appraiser examined the whole property to include the partial taking as proposed, and has analyzed the sales data used, and finds that the use of the market sales comparison method to be the most reliable indicator of market value. Each of the comparable sales used sold within the last three years as of the date of appraisal and are located within close proximity to the subject property. Each comparable selected was chosen based on the relative location and the overall highest and best use. In order to utilize the sales comparison approach to market value, sales were selected of which were comparable to the subject overall.

Sale No. 1 is located on the west side of Mile 4 West Road approximately half a mile north of Mile 11 North , southeast of the subject property. The site was purchased for future single family development. The sale was adjusted for inferior location (+25%) as compared to the subject property. No size adjustment shall be made to the comparable as the premise of this report is to evaluate the subject as if part of a larger tract of land. After adjustment the indicated unit rate for the subject property is indicated to be $9,711 per acre.

Sale No. 2 is located at the northwest corner of Mile 2 Road West and Mile 11 Road North, southeast of the subject property. The site was purchased for future single family development. The comparable sale has superior site utility as compared to the subject property due to its duel access and as such an adjustment of (-5%) was indicated. A +5% adjustment was indicated due to the difference in size as compared to the subject property. After adjustment the indicated unit rate for the subject property is indicated to be $6,875 per acre.

Sale No. 3 is located on the west side of Mile 2 Road West just south of Mile 9 Road North, southeast of the subject property. The site was purchased for future single family development. The comparable sale contains all municipal utilities as such a -5% adjustment is made due to the lack of municipal utilities by the subject. A size adjustment of -10% shall be made to the comparable as the premise of this report is to evaluate the subject as if part of a larger tract of land. After adjustment the indicated unit rate for the subject property is indicated to be $14,135 per acre.

Based on the overall size and amount of frontage along Mile 13 Road North, Mile 12 1/2 Road North and close proximity to FM 88, a value at the upper end of adjusted range was selected for the subject property. As established earlier in this report the purpose of said report is for the valuation of an proposed easement. As such a unit value equal to 50% of the established fee simple unit rate, as defined by this report, is established for the part to be acquired. Therefore, a unit value of $7,000 per acre is established for the proposed easement as indicated by survey.

ESTIMATED VALUE OF ACQUISITION

Land:	**0.2982 Acres**	**@**	**$ 7,000**	**per acre as easement**	**$ 2,087**

Improvements:	**Row A Citrus Trees - Mature (26)**	**$**	**3,510**
	Row B Citrus Trees - Mature (20)	**$**	**2,700**
		$	**-**
		$	**-**
		$	**-**
	Total Improvements	**$**	**6,210**

TOTAL ESTIMATED VALUE	**$**	**8,297**
Cost To Cure Damages	**$**	**-**
Estimated Total Compensation	**$**	**8,297**

ADDENDUM

1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualifications of Appraisers
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information
6. Title Report
7. Warranty Deed

Certification of Appraisal

I certify that, to the best of my knowledge and belief:

* The statements of fact contained in this report are true and correct.
* The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
* I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
* I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
* My engagement in this assignment was not contingent upon developing or reporting predetermined results.
* My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
* My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice in conjunctions with the standards accepted by the Texas Department of Transportation.
* I have made a personal observation of the property that is the subject of this report. Luis Carlos Garza, Appraiser Trainee, assisted in the gathering of on-site information during the date of inspection. His specific use during this project was limited to the measuring of improvements located within taking and those items which may be damaged by the part to be acquired, aiding in the photography of the subject property and partial analysis. The full analysis and data gathering of sales information and other information concerning the subject property was performed by Leonel Garza III, General Certified Appraiser.
* I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
* I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative and for the purpose of right-of-way acquisition only and does not meet the standards required by certain financial institutions for the purpose of acquiring a loan.
* The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of the client to begin negotiations of said property for acquisition.

Leonel Garza III
General Certified Real Estate Appraiser
License No. TX - 1328375-General

Luis Carlos Garza
Appraiser Trainee
License No. TX - 1335013 - Trainee

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumption:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering, title reports and surveys provided are assumed to be correct. The survey and field notes and other illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that all required licenses; certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the survey provided.
10. Unless otherwise stated in this report, this appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

This appraisal report has been made with the following general limiting conditions:

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication with out the written permission of Leonel Garza Jr. & Associates LLC.
3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser and or the client of this report.
5. If the property rights appraised are the "Leased Fee Estate", then the final indicated market value estimate is based on the continued performance under the lease terms.
6. All original appraisal reports have been signed in blue. Any other copy, which is not signed in blue, may have been altered, and this appraiser is not responsible for its contents or values indicated.

Assumptions and Interpretations Made of the Marketing Period

1. Marketing Time Period: Begins with the date of value estimate and with the indicated exposure time.
2. Exposure to the open market: listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the market. This appraiser does not consider a sign placed by a property owner on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.
3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

QUALIFICATIONS OF APPRAISER - LEONEL GARZA III

EDUCATION

* **Graduate, 1995, Texas A&M University, College Station, Texas**
  Bachelor of Science in Biomedical Science

* **Graduate, 1991 McAllen Memorial High School, McAllen, Texas**

LICENSE HELD

* **State Certified General Real Estate Appraiser**
* License Number TX - 1328375-General
* December 31, 2006 Through December 31, 2008 (Active)

PUBLIC SERVICE & PROFESSIONAL ORGANIZATIONS

* **Associate Member of the Appraisal Institute (Not an MAI Designated Appraiser)**
  Currently taking courses toward the designation of MAI through the Appraisal Institute. Approximate time of completion, 2 years)

* **Chairman of the City of McAllen Zoning Board of Adjustments & Appeals**
  The ZBOA protects enforces and reviews the current city zoning ordinances for all types of properties within the boundaries of the City of McAllen. Cases heard are first brought to the City Planning and Zoning Commission and then to the ZBOA if a variance is required. The ZBOA shall review the previous boards decision and upon a super-majority vote shall decide whether or not the applicants request for overturning the previous boards action is required.

* **Chairman of the Hidalgo County Subdivision Review Board**
  The county commission on subdivision review's primary goal is to ensure that proper standards, set by Texas State Law and the Texas State Attorney Generals Office, are mandated by each proposed subdivision developer and or land owner who resides within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo.

* **Chairman of the Hidalgo County Building Line of Adjustments Board**
  This county advisory board reviews applications of those who have recently constructed or contain non-conforming structures of which are not in compliance with a recorded subdivision plat nor the Hidalgo County Planning Departments minimum set back requirements. These requirements are govern by the Texas Water Development Board and the Texas Model Subdivision Rules.

* **Former Executive Board Member of the Lower Rio Grande Boy Scout Council**
  The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events world wide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.

* **Former Vice Chairman and Member of the City of McAllen Ambulance Advisory Committee**
  The Ambulance Advisory Committee is responsible for review the current contract provider for 911 services within the City of McAllen and attend to any concerns and or complaints toward the contractor.

* **Former Member of the City of McAllen Building Board of Adjustment and Appeals**
  The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

* **Former Member of the Pharr Municipal Park Charter Committee**
  Appointed in 1998-1999, our goal was to establish a 103-acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X.

WORK EXPERIENCE & CONTINUING EDUCATION

* Employee of Leonel Garza Jr. & Associates since 1990
* State Certified General Real Estate Appraiser since 1998 - Present
* Owner of G-3 Construction which primary focus is custom single-family residences and multifamily apartment complexes.
* Commercial property manager throughout the City of McAllen & Pharr, Texas.
* Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. Leonel Garza Jr. was a State Certified General Real Estate Appraiser in McAllen, Texas for over 18 years, and was a Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998 appointed by Governor George W. Bush for two terms.

Clients For Whom Appraisals Have Been Prepared By This Appraiser

Banks	Bankruptcy Courts	Cities	Counties
Attorneys	Texas Department of Transportation	Alamo	Hidalgo
Retailers	Homeowners	Mission	Cameron
Doctors	Rancher	McAllen	Star
Oil Companies	Banks	Pharr	
Farmers	National Franchises Estate Planners	Hidalgo	
Mortgage Companies		San Juan	
Hotel Franchises		Edinburg	
US Department of Interior		Mercedes	

Type of Appraisals Which Have Been Prepared By This Office

Caliche Pits / Land Fills	Apartment Complexes	Agricultural Land
Commercial Lots	Automobile Agencies	Bar / Lounges
Convenience Stores	Mini-Storage Units	Grocery Stores
Farms & Ranches	Mobile Home Park Subdivision	Multi- Tenant Retail
Industrial (McAllen Foreign Trade Zone)	Motels / Hotels	Multi-Tenant Offices
Industrial Subdivisions	Ranches	Residential
Medical Offices	Residential Subdivisions	Vacant Residential Lots
Retail Commercial Strips	Restaurants	Veterinary Clinics
Warehouses	Right-of-Way Acquisitions	
	Truck Stops	

Areas Where Appraised Properties Have Been Performed By This Office

Alamo	Georgewest	McAllen	Rio Grande City
Alice	Hargill	McCook	Roma
Austin	Harlingen	Mercedes	San Antonio
Beeville	Hidalgo	Mission	San Juan
Donna	Kingsville	New Braunfels	South Padre Island
Edcouch	Kyle	Palmview	Sullivan City
Edinburg	La Feria	Pleasanton	Weslaco
Eagle Pass	La Joya	Port Isabel	Zapata
Elsa	Los Ebanos	Progreso	

CERTIFIED LETTER OF INSPECTION TO PROPERTY OWNER

Leonel Garza Jr. & Associates LLC
Appraisal Services

State Certified General Real Estate Appraiser
Real Estate Property Tax Consultant

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236

June 26, 2007

Parcel 1
Pacific Service Co
P.O. Box 218
UPLAND, IN 46989-0218

To Whom It May Concern:

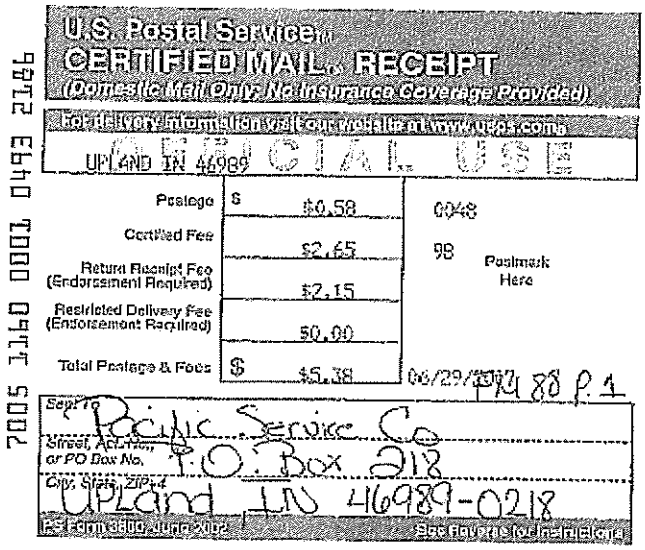
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Drainage District, to appraise various properties along FM 88, for the purpose of acquiring additional right-of-way. The purpose of such "right-of-way" is for the expansion and renovation of a Drainage Project FM 88. The County of Hidalgo is interested in acquiring a small portion of your property for this expansion in the name of the State of Texas in fee simple. Marked on the attached exhibit is the portion of land, which is to be appraised and purchased. This is the beginning process for future negotiations to acquire the land. Our office will inspect the subject property from the existing right-of-way on the week of June 26, 2007 thru July 13, 2007. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295. I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If you have any questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

With this letter I request permission to perform an on-site inspection and photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 prior to the proposed inspection date. Thank you.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX – 1328375-General

Cc: Hidalgo County Right-of-Way Department
Joe Pena – Right-of-Way Director
509 East Earling Road
San Juan, Texas 78589
(956) 283-8134



CERTIFIED LETTER TRACKING INFORMATION

UNITED STATES POSTAL SERVICE®

Home | Help | Sign In

Track & Confirm FAQs

Track & Confirm

Search Results

Label/Receipt Number: **7005 1160 0001 0493 2186**
Detailed Results:

- **Notice Left, July 03, 2007, 8:32 am, UPLAND, IN 46989**
- **Acceptance, June 29, 2007, 5:54 pm, MCALLEN, TX 78501**

Track & Confirm

Enter Label/Receipt Number.

< Back Return to USPS.com Home > Go >

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. Go >

POSTAL INSPECTORS Preserving the Trust

site map contact us government services jobs National & Premier Accounts

Copyright © 1999-2004 USPS. All Rights Reserved. Terms of Use Privacy Policy

TITLE REPORT (Page 1 of 2)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

TITLE REPORT
NO. 1467540
PARCEL 1

Prepared For: **HIDALGO COUNTY RIGHT OF WAY DEPARTMENT**
MR. JOSE (JOE) N. PEÑA, Director
SYLVIA HANDY., Commissioner Precinct # 1
MR. ROY GONZALES, Right of Way Agent

Project Name:{ "FM 88 Outfall"}

I, **Jorge A. López,** hereby certify that after a careful search of the records and files in the office of **LandTitleUSA, Inc.,** formerly, **HIDALGO COUNTY ABSTRACT & TITLE CO., INC.,** and the Office of **THE COUNTY CLERK OF HIDALGO COUNTY,** Texas, affecting title to the following described tract of land situated in Hidalgo County, Texas to-wit:

THE RECORDS SHOW THE FOLLOWING:

DESCRIPTION: All of **FARM TRACT (312),** of the **WEST TRACT SUBDIVISION** of lands out of the Llano Grande Grant, Hidalgo County, Texas, **SAVE AND EXCEPT a (1.13) acre tract of land** out of the Southeast part of said Farm Tract, more particularly described in Deed from **R. E. Gary,** and wife **Velma Gary,** To: **Eugene May,** dated **October 31, 1967,** recorded in **Volume 1189, Page 13,** Deed Records, Hidalgo County, Texas. Said West Tract Subdivision, according to the plat thereof, recorded in **Volume 2, Pages 34-37** of the Map Records of Hidalgo County Texas.

TITLE APPEARS TO BE VESTED IN: **PACIFIC SERVICES COMPANY,**
an Indiana Partnership
P.O. Box 218
Upland, IN 46989-0218

By a **Warranty Deed,** dated **December 22, 1975,** recorded in **Volume 1467, Page 540,** Official Records, Hidalgo County, Texas, from **Jack Austin** and wife **Edith Austin,** To: **PACIFIC SERVICES COMPANY, an Indiana partnership.**
{See copy hereto attached}

APPARENT LIENHOLDER OF RECORD: **NONE OF RECORD**

TITLE REPORT (Page 2 of 2)

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT
PG. 2
Title Report No. 1467540

SUBJECT TO THE FOLLOWING:

Easements and reservations as may appear upon the recorded map of said subdivision recorded in **Volume 2, Pages 34-37, Map Records** of Hidalgo County, Texas.
{See copy hereto attached}

Subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

Statutory rights, rules, regulations, easements and liens in favor of **HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NUMBER 9**, pursuant to applicable sections of the Texas Water Code.
{See copy of map hereto attached}

Right of Way Easement dated **January 17, 1957**, recorded in **Volume 881, Page 259,** Deed Records, Hidalgo County, Texas, from **R. E. Gary and Velma Gary**, To: **TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware Corporation.**
{See copy hereto attached}

Subject to any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto;

Subject to any portion of the subject property described herein lying within canal right of way.

Visible or apparent easements on or across the subject property, herein described.

SUBJECT TO THE FOLLOWING liens filed against persons of the same or similar names as record title holder or predecessor in title:

None of Record

As of the 9Th. Day of August 2006, at 5:00 o'clock P.M.

SOUTH TEXAS LAND INVESTIGATIONS
114 NORTH 12TH. STREET, EDINBURG, TEXAS 78539
PHONE NO.: (956) 383-1657 FAX NO.: (956) 380-1497
E-MAIL.: [redacted]

JORGE A. LOPEZ / Title Examiner
[HUB CERTIFICATE NO. 2458135981700]

The undersigned certifies that this Title Report has been prepared with the same standard of care as would be used for the preparation and issuance of a Commitment of Title Insurance for the property. This Title Report is delivered with the understanding evidence by the acceptance hereof that (1) it is neither a guaranty, warranty nor opinion of title, and (2) any liability arising hereunder shall be limited to the cost of this Title Report.

Doc-1761247

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

Warranty Deed with Vendor's Lien

Date: December 15, 2006

Grantor: Pacific Service Company, LLP, an Indiana limited liability partnership
Previously known as Pacific Services Company, an Indiana partnership

Grantor's Mailing Address:
Pacific Service Company, LLP, an Indiana limited liability partnership
1909 S. Main St.
Upland, IN 46989

Grantee: Donald E Thompson and Mary A. Thompson, Co-Trustees of the Donald E. Thompson and Mary A. Thompson Living Trust, dated June 27, 2006

Grantee's Mailing Address:
Donald E Thompson and Mary A. Thompson, Co-Trustees of the Donald E. Thompson and Mary A. Thompson Living Trust, dated June 27, 2006
2823 South Pleasant View Dr.
Weslaco, TX 78596
Hidalgo County

Consideration:

A note of even date executed by Grantee and payable to the order of Grantor in the principal amount of NINETY THOUSAND AND NO/100 DOLLARS ($90,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Dennis E. Hendrix, trustee.

Property (including any improvements):

Farm Tract Three Hundred Twelve (312), THE WEST AND ADAMS TRACTS, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2,Pages 34-37, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

SAVE AND EXCEPT that certain 1.13 acre tract described by metes and bounds as follows, to wit:

Being a part or portion of Farm Tract Three Hundred Twelve (312), THE WEST AND ADAMS TRACTS, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows, to wit:

LANDTITLEUSA, INC.
GF# 033964CLOSER Hendrix

For the PLACE OF BEGINNING and for the Southwest corner of this 1.13 acre tract, a iron pin set in the South line of Farm Tract 312, at a distance of 781.0 feet East of its Southwest corner;
THENCE North 07 degrees 19 minutes East, along the West line of this 1.13 acre tract, for a distance of 210.0 feet to an iron pin set for an interior corner of this survey;

THENCE to the left 10 degrees 38 minutes, or North 03 degrees 19 minutes West, along a Westerly line of this tract, for a distance of 91.3 feet to an iron pin set in the Northeasterly line of Farm Tract 312, at a distance of 427.6 feet Northwest of its intersection with the North right of way line of a public road, said iron pin being the Northwestern corner of this survey;

THENCE to the right, or South 49 degrees 30 minutes East, along the Northeasterly line of Farm Tract 312, and along the Northeasterly line of this survey, for a distance of 427.6 feet to an iron pin set for a southeasterly corner of this tract;
THENCE to the right, South 25 degrees 51 minutes East, for a distance of 17.8 feet to an iron pin set for the Southeasterly corner of Farm Tract 312, and for the extreme Southeast corner of this survey;

THENCE to the right, along the South line of Farm Tract 312, and along the South line of this survey, for a distance of 342.0 feet to the PLACE OF BEGINNING, and for a closure and containing 1.13 acres of land, more or less.

FURTHER SAVE AND EXCEPT any portion of said Farm Tract Three Hundred Twelve (312) contained in that certain 0.90 acre tract conveyed to Hidalgo & Cameron counties Water Control & Improvement District No. 9 by warranty deed recorded in Volume 314, Page 62, Deed Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

1. Standby fees, taxes and assessments by any taxing authority for the year 2006, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

a. Subdivision regulations of the County of Hidalgo and/or ordinances or regulations of the city in which the subdivision resides or in any city holding extra-territorial jurisdiction of said property.
b. Statutory rights, rules, regulations, easements and liens in favor of Hidalgo & Cameron Counties Irrigation District No. 9, pursuant to applicable sections of the Texas Water Code. (Blanket)
c. Rights or claims by Hidalgo & Cameron Counties Irrigation District No. 9 to any portion of property lying within canal and/or drain ditch easements and/or rights of way located

on the property.

d. Rights of the public, the State of Texas, and its political subdivisions, in and to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes, which would be shown on a current survey.
e. Easements and reservations as shown according to the map or plat thereof recorded in Volume 2, Pages 34-37; Map Records, Hidalgo County, Texas.
f. Visible and apparent easements.
g. Easements or claims of easements, which are not recorded in the public records, but which would be shown by a correct survey.
h. Right of way easement granted to Texas Eastern Transmission Corp., its successors and assigns, dated January 17, 1957, filed February 11, 1957 recorded in Volume 881, Page 259, in the Deed Records, Hidalgo County, Texas.
i. Oil, Gas and Mineral Lease dated April 20, 1955, filed on May 17, 1955, recorded in Volume 170, Page 488, being Document No. 9045, in the Oil and Gas Records, Hidalgo County Texas.
j. Oil, Gas and Mineral Lease dated June 14, 1983, filed on July 22, 1983, recorded in Volume 1854, Page 647, being Document No. 26873, in the Official Records, Hidalgo County, Texas.
k. Oil, Gas and Mineral Lease dated June 28, 1983, filed on August 12, 1983, recorded in Volume 1862, Page 734, being Document No. 29514, in the Official Records, Hidalgo County, Texas.
l. Unit Designation dated May 29, 1984, filed on May 30, 1984, recorded in Volume 1986, Page 306, being Document No. 68963, in the Official Records, Hidalgo County, Texas.
m. Unit Designation dated May 30, 1984, filed on June 1, 1984, recorded in Volume 1988, Page 183, being Document No. 69594, in the Official Records, Hidalgo County, Texas.
n. Unit Designation dated May 30, 1984, filed on June 1, 1984, recorded in Volume 1988, Page 192, being Document No. 69595, in the Official Records, Hidalgo County, Texas.
o. Unit Designation dated May 29, 1984, filed on June 1, 1984, recorded in Volume 1988, Page 201, being Document No. 69596, in the Official Records, Hidalgo County, Texas.
p. Unit Designation dated May 30, 1984, filed on June 1, 1984, recorded in Volume 1988, Page 210, being Document No. 69597, in the Official Records, Hidalgo County, Texas.
q. Unit Designation dated January 7, 1986, filed on February 26, 1986 recorded in Volume 2254, Page 205, being Document No. 153305, in the Official Records, Hidalgo County, Texas.
r. Oil, Gas and Mineral Lease dated April 24, 2001, filed on May 24, 2001, recorded under Document No. 973208, Official Records, Hidalgo County, Texas.
s. Mineral and/or royalty reservations and/or conveyances, together with, as appropriate, the right of ingress and egress for the purpose of exploring, drilling and production of the minerals, as set forth in instrument dated October 31, 1967, recorded in Volume 1189, Page 13, in the Deed Records, Hidalgo County, Texas.
t. Mineral and/or royalty reservations and/or conveyances, together with, as appropriate, the right of ingress and egress for the purpose of exploring, drilling and production of the minerals, as set forth in instrument dated February 16, 1988, recorded in Volume 2665, Page 440, in the Official Records, Hidalgo County, Texas.

Doc-1761247

u. Mineral and/or royalty reservations and/or conveyances, together with, as appropriate, the right of ingress and egress for the purpose of exploring, drilling and production of the minerals, as set forth in instrument dated March 26, 1999, recorded under Document No. 762958 in the Official Records, Hidalgo County, Texas.
v. Mineral and/or royalty reservations and/or conveyances, together with, as appropriate, the right of ingress and egress for the purpose of exploring, drilling and production of the minerals, as set forth in instrument dated February 1, 2000, recorded under Document No. 857179 in the Official Records, Hidalgo County, Texas.
w. It is agreed that the fruit crop for 2006 and 2007 be divided equally between parties.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

Pacific Service Company, LLP,
an Indiana limited liability partnership

Leland E. Boren, General partner

La Rita R. Boren, General partner

STATE OF INDIANA)
COUNTY OF Grant)

This instrument was acknowledged before me on May 13, 2007, ~~2006~~, by Leland E. Boren, general partner, on behalf of Pacific Service Company, LLP, an Indiana limited liability partnership.

Notary Public, State of Indiana

ANGELA M. TAYLOR
Notary Public- Seal
State of Indiana
My Commission Expires Jul 6, 2009

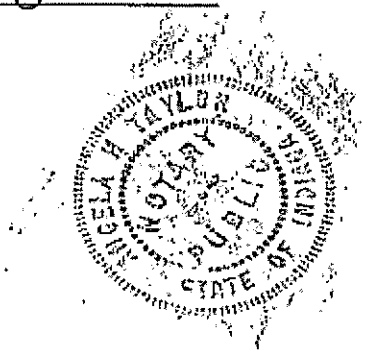
Doc-1701247

STATE OF INDIANA)
COUNTY OF Grant)

This instrument was acknowledged before me on May 13, 2007, ~~2006~~, by LaRita R. Boren, general partner, on behalf of Pacific Service Company, LLP, an Indiana limited liability partnership.

ANGELA M TAYLOR
Notary Public- Seal
State of Indiana
My Commission Expires Jul 6, 2009

Angela M Taylor
Notary Public, State of Indiana



PREPARED IN THE OFFICE OF AND AFTER RECORDING RETURN TO:
Law Offices of Dennis E. Hendrix
200 N. 12th Street Suite 202
Edinburg, TX 78541
Tel: (956) 381-8495
Fax: (956) 381-4435

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

PAY-MEMO

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

From: Roy Gonzales, ROW Agent
Hidalgo County Right of Way Department

Date: January 29, 2009

Re: Mile 2 West Road Project (Parcel # 117)

==========

Dear Commissioner Handy,

Attached please find a copy of the unrecorded deed with signed and sealed survey metes & bounds, appraisal, tabulation of value, a 1099S form signed by Arturo Ortega and Sonja Ortega, and the settlement statement on the above-mentioned parcel. We are requesting a check in the amount of $4,000.00 paid to Arturo Ortega and Sonja Ortega for the portion of right of way being acquired. An a second check in the amount of $940.13 to Valley Land & Title Company for Closing cost and Title Policy. The Original deed will be held by the title company and recorded as soon as payment to the Title Company is processed.

Please have your accounting department process this statement out of your Account # 8-1315-431-00-121-040-0-711 for Right of Way acquisition on this project.

PLEASE HOLD CHECKS SO THAT WE MAY PICK THEM UP.

Commissioners Court approved this project for acquisition on December 19, 2000.

Should you have any questions, please call me @ (956) 283-8134 or my cell phone (956) 289-9662.

Thanks.

Approved: _____
Sylvia Handy, Commissioner Pct. 1

Approved: _____
Jose N. Peña, HCROW Director

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

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

MEMO

TO: Commissioner's Court

FROM: Roy Gonzales
Right Of Way Agent

DATE: December 9, 2008 R. G.

RE: Mile 2 West Road Project (Parcel # 117)
Arturo & Sonja Ortega

Attached please find letter provide by property owner for above-mentioned project.

Appraised Value: $1,750.00

Counter Offer: $4,000.00

Differences: $2,250.00

Approved; _____ 12/9/08

Not Approved: _____

Client is accepting the review appraisal amount.

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

December 4, 2008

Ms. Luana Gonzalez
District Right of Way Administrator
Texas Department of Transportation
P. O. Box 1717
Pharr, Texas 78577-1717

Re: County: Hidalgo
TxDot CSJ # 0921-02-192
Highway: Mile 2 West Road
From Mile 12 North south to Mile 8 North
Parcel # 117

Dear Ms. Gonzalez,

Attached herewith please find a counter offer as submitted by Arturo Ortega and Sonja Ortega owner of Parcels # 117. Mr. Joe Pena has reviewed the aforementioned and hereby does recommend approval as petitioned.

Should you have any questions after reviewing the attached document, please feel free to call me at the office (283-8134) or my cell (956) 289-9662.

Respectfully,

Roy Gonzales
Right of Way Agent
Hidalgo County Right of Way Department.

Attachments: (as noted)
cc: Commissioner Sylvia Handy, Pct. 1
Joe N. Pena, ROW Director

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

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

December 8, 2008

Mr. Joe N. Pena
Director of Right of Way
Hidalgo County
509 E. Earling Road
San Juan, Texas 78589

RE: Counteroffer Acceptance
CSJ: 0921-02-192
Mile 2 West Project
From: Mile 12 N, South
To: US 83 (Mile 2 West)
Parcel 117

Mr. Pena,

After reviewing the counteroffer submitted to your office by the property owner of the above captioned project and parcel, it is this District Evaluation Team's recommendation to accept said counter offer as being prudent and in the best interest of the Texas Department of Transportation.

Please proceed with your acquisition negotiations based on this acceptance of the property owner's counteroffer.

Should you have any questions or comments please feel free to call Ramon Jimenez Jr. at (956) 702-6287.

Sincerely,

Luana M. Gonzalez
Pharr District ROW Administrator

LMG/rj
cc: File

RECEIVED
RIGHT OF WAY DEPT.

Hidalgo County Right of Way Department
Mr. Jose N. Peña – Director

Re: Hidalgo County (Mile 2 West Road Project) CSJ #0921-02-170
Parcel # 117

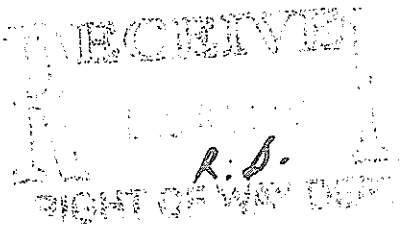
Dear Mr. Peña,

I would like to counter your offer of $1750 for the acquisition of the above mentioned named parcel for an amount of $4,000. I believe this would be a fair and reasonable amount and representative of what the above parcel is worth.

I am available to discuss this matter at your convenience.

Regards,

Arturo Ortega



COUNTY: HIDALGO

R.O.W. CSJ: 0921-02-170

HIGHWAY: MILE 2 WEST ROAD

PROJECT LIMITS: MILE 12 NORTH TO MILE 7 NORTH

GRANTOR: ARTURO ORTEGA and wife SONJA ORTEGA

FIELD NOTES FOR PARCEL - 117

Being a 1.0265 (44,715 square feet) acre tract of land, more or less, out of a 40.0000-acre tract of land out of Lot 12, Blk. 100, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas, as recorded in Volume 1, Page 2, Map Records, Hidalgo County, Texas. Said 40.0000-acre tract of land is vested to Arturo Ortega and wife Sonja Ortega by virtue of Warranty Deed with Vendor's Lien dated March 21, 2005, as recorded under Document No. 1451140, Official Records, Hidalgo County, Texas. Said 1.0265 (44,715 square feet) acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a point 30.00 feet east of the northwest corner of Lot 5, Blk. 100, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas, as recorded in Vol.1, Pg. 2, Hidalgo County Map Records, **THENCE,** S 01° 12' 31" E, a distance of 1320.00 feet to the **POINT OF BEGINNING,** with grid coordinates of X = 1,166,840.7533 and Y = 16,600,968.5502. Said point also being the northeast corner of said tract herein described. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, S 01° 12' 31" E, parallel to the West line of Lot 12, Blk. 100, for a distance of 594.96 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed East Right-of-Way line of said Mile 2 West;

THENCE, In a Southeasterly direction with the proposed East Right-of-Way line of said Mile 2 West and with the line of said curve to the left with an arc angle of 02° 23' 45", a radius of 11,419.00 feet, a tangent of 238.78 feet, a curve length of 477.50 feet, a chord that bears S 02° 24' 24" E and a chord length of 477.46 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed East Right-of-Way line of said Mile 2 West;

THENCE, In a Southwesterly direction with the proposed East Right-of-Way line of said Mile 2 West and with the line of said curve to the right with an arc angle of 01° 14' 05", a radius of 11,499.00 feet, a tangent of 123.91 feet, a curve length of 247.81 feet, a chord that bears S 02° 59' 14" W and a chord length of 247.80 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for the Southeast corner of said tract herein described;

THENCE, S 88° 47' 29" W, for a distance of 47.64 feet, to a point on the west line of Lot 12, Blk. 100, for the Southwest corner of said tract herein described;

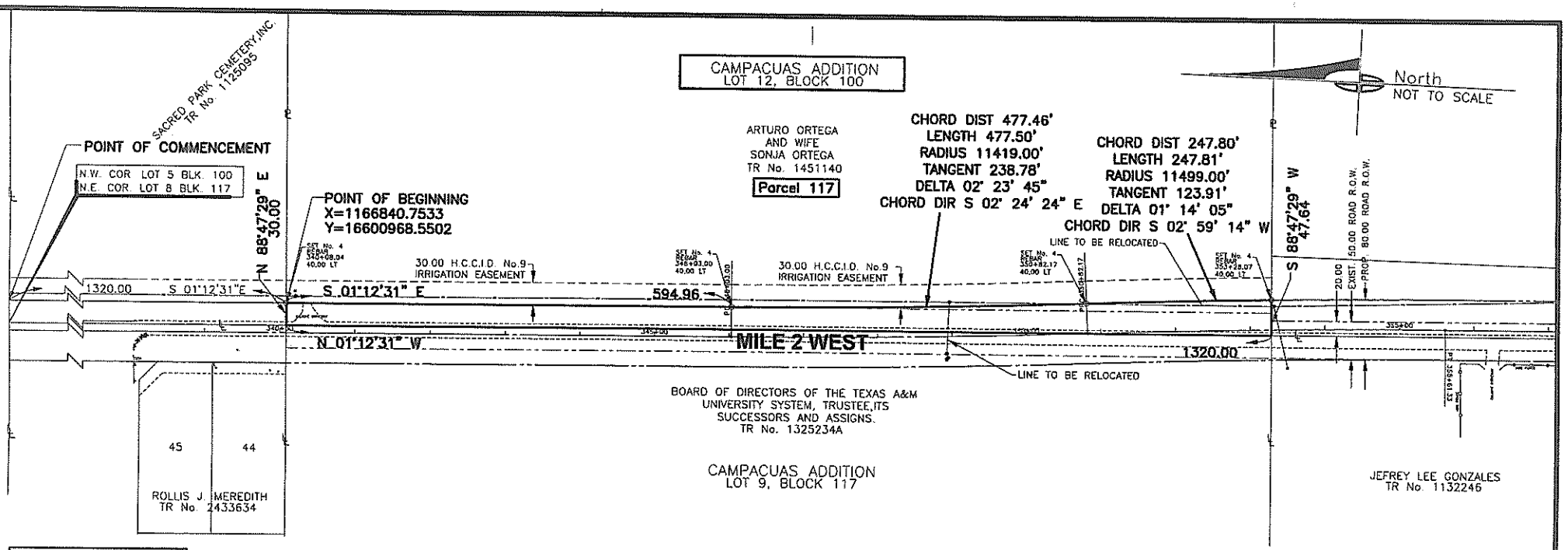
THENCE, N 01° 12' 31" W, for a distance of 1,320.00 feet, to the North line of Lot 12, Blk. 100, for the northwest corner of said tract herein described;

THENCE, N 88° 47' 29" E, for a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 1.0265 (44,715 square feet) acres of land, of which 0.9091 of an acre lies in the existing Mile 2 West Road Right-of-Way and leaving a **PROPOSED NET TAKING** of 0.1174 of an acre of land, more or less.

A plat of same date accompanies this Field Note Description

Mark W. Lupher – R.P.L.S. # 4637

Date: 8/10/07



Parcel 117

Total Acreage: 40.0000 ac.
To be Acquired: 1.0265 ac.
Exist. Road R.O.W. 0.9091 ac
Proposed Net Taking: 0.1174 ac.
Remainder Left: 38.9735 ac.
Remainder Right:
Document:

OWNER: Arturo Ortega and wife Sonja Ortega by virtue of a Warranty Deed dated March 21, 2005, as recorded in the Office of the County Clerk, Hidalgo County, Texas, Document No. 1417160, Official Records, Hidalgo County, Texas.

DESCRIPTION. Being a 40.0000 acre tract of land, more or less, also being Lot 12, Block 100, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas, according to the map thereof recorded in Volume 1, Page 2, Map Records, Hidalgo County, Texas.

APPARENT LIENHOLDER: Retained in Deed of Trust dated March 21, 2005, as recorded in the Office of the County Clerk, Hidalgo County, Texas, Document No. 1451141, Official Records, Hidalgo County, Texas, from Arturo Ortega and wife Sonja Ortega, To: Michael J. Trippel, Trustee, for the benefit of Elsa State Bank & Trust, Co.

SURVEY PLAT
OF
PARCEL 117
BEING A 1.0265–ACRE TRACT OF LAND
OUT OF LOT 12, BLK 100,
CAMPACUAS ADDITION
TO THE CAPISALLO DISTRICT,
LLANO GRANDE GRANT,
HIDALGO COUNTY, TEXAS,
VOLUME 1, PAGE 2, H.C.M.R.

The undersigned hereby certifies that this survey was made on the ground, and that the only improvements are as shown, and that there are no visible encroachments, visible overlapping, visible easements or apparent conflicts except as shown hereon.

This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

Notes:
1. Set indicates (1/2 inch Iron Rod) No. 4 rebar with a plastic cap marked "TEDSI"
2. Survey line locations are approximate and based on best available evidence.
3. A field note description of same date accompanies this plat.

MARK W. LUPHER, RPLS #4637

DATE: 8/10/07

PROJECT NAME
MILE 2 WEST
R.O.W. CSJ
0921-02-120

TEDSI INFRASTRUCTURE GROUP
TEDSI
Consulting Engineers
1201 E. Expressway 83 ◆ Mission, Texas 78572
(956) 424-7898

DATE OF SURVEY
6/5/2003
SHEET No.

ROW-A-6
(Rev. 7/2004)
GSD-EPC

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property:	East side of Mile 2 Road, located north of Mile 10 Road, Hidalgo County, Texas.	District:	N/A
Property Owner:	Arturo Ortega & Sonja Ortega	Parcel:	117
Address of Property Owner:	4001 La Hacienda Weslaco, TX. 78596-8561	CSJ:	0921-01-192
Occupant's Name:	Vacant	Federal Project No:	N/A
Whole: ☐	Partial: ☑ Acquisition	Highway: Mile 2 West Road	County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that , it is my opinion the total compensation for the acquisition of the herein described property is $1,750 as of mAY 31, 2007 based upon my independent appraisal and the exercise of my professional judgment; on January 26, 2007, and May 29, 2007 (date)(s), I personally inspected in the field the property herein appraised; I afforded Arturo Ortega & Sonja Ortega, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection.

The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 26, 2007, (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo, Texas Department of Transportation or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and , my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State,

and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature - Leonel Garza III

State Certified General Real Estate Appraiser - TX 1328375-General

Certification Number

April 30, 2008

Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser — Date: 5/30/08

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Right-of-Way Department, under the direction of Joe Pena, and others which would be involved with the acquisition of said proposed right-of-way along Mile 2 West Road. The part to be acquired is for the expansion of the existing road right-of-way of Mile 2 West Road with the project limits being Mile 12 North to Mile 7 North within the County of Hidalgo. The intended use of the report is to assist Joe Pena, Director of the Right-of-Way Department of Hidalgo County and others involved with the project, for future negotiations of acquiring all or part of said property as fee simple in the name of the County of Hidalgo, Texas. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a limited restricted appraisal report, which is to conform with the ROW-A-6 Form Rev. 7/2004.

The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include other governmental entities which may be participating in the project. Joe Pena is the Director of the Right-of-Way Department of Hidalgo County, who has a local office established at 509 E. Earling San Juan, TX. 78589. Mr. Pena, shall be the project manager for this project under the direction of Honorable Sylvia Handy, County Commissioner of Precinct No. 1. Mr. Pena can be contacted at (956) 283-8134.

Scope of the Assignment

By work order dated December 5, 2006 on behalf of Hidalgo County Right-of-Way Department and Hidalgo County Purchasing Department, request for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by TESDI Infrastructure Group, Mission, Texas. The scope of the assignment is to appraise the area as fee simple, to be acquired as indicated by the survey as of the date of on-site or off-site inspection as permitted by the owner of record.

Market sales within the market area and comparable market areas are to be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection. This inspection is limited by the permissibility of the subject owner as per date of report. A copy of a certified letter of intent to inspect said property is located within the addenda of this appraisal report.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the proposed right-of-way to be acquired by the County of Hidalgo, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases, or operating agreements and project influence (if any exist).

The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the Hidalgo County Appraisal District, if they are affected by the part to be acquired.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Accessibility To Subject Property

The owner of record of the subject property, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property. The letter afforded the property owner the opportunity to accompany the appraiser during the on or off-site inspection of the subject property. A copy of the certified letter is located within the addenda of this report.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired is located along the western frontage of Mile 2 West Road. As per scope of the assignment, the subject property (part to be acquired) shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the Hidalgo County Appraisal District. The property was analyzed based on the whole property less any existing road right-of-way of which a pro-rata part of the whole is determined to be the subject of this report. The subject property is a large tract of land of which the remainder shall not be affected nor damaged as a result of the acquisition. Therefore, a valuation of the remainder portion of the subject property was not required.

Economic Unit Analysis

The subject property shall be analyzed based on a 39.091 net acre tract of land. Any existing road right-of-way and easements indicated along Mile 2 West Road have been excluded as per scope of the assignment. The area for the subject property as a whole is indicated as per survey provided by TEDSI Infrastructure Group, dated August 10, 2007. The comparable sales used for the analysis of the subject property as whole and as the partial taking indicated a range of economic units of 10.00 acres to 70.572 acres. These indicated economic unit values are used for the valuation of the irregular partial taking, as the part to be acquired does not constitute an economic unit. Therefore, the pro-rata part of the whole is applied to the partial taking for the market valuation of the subject property.

Part to be Acquired

The proposed partial acquisition is comprised of fee land in which the gross land area to be acquired is 44,867 square feet (1.03 acres), in which a portion of 39,640 square feet (0.9100 acres) lies within existing road right of way, leaving a net land area to be acquired is 5,227 square feet (0.1200 acres). The proposed partial acquisition has approximately 1,320.00 lineal feet of frontage along the eastern side of Mile 2 West Road. The part to be acquired is an irregular-shaped tract of land which has limited use and site utility due to its location and size as proposed and does not constitute a readily marketable economic unit. Therefore, the part to be acquired, which is the subject of this report, shall be evaluated as a pro-rata part of the whole as determined by the approaches to market value selected. Based on the pro-rata part of the whole, the subject shall be valued based on the highest and best use as a residential use tract of land which is based on the local market trend along Mile 2 West Road. This highest and best use is further explained on page 1.4 of this report.

Areas of Acquisition	Acres	S.F.
To Be Acquired (Gross)	1.03	44,867
Existing ROW	0.9100	39,640
To Be Acquired (Net)	0.1200	5,227

Legal Description of The Part To Be Acquired

A 1.0265 (44,715 square feet) acre tract of land, more or less, of which 0.91 acres lies in existing road right of way leaving a net taking of 0.1200 acres out of a 40.00 acre tract of land out of Lot 12, Blk. 100, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas.

Remainder Before and After The Acquisition

The remainder before and after the acquisition is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. As for the remainder, it was determined that the highest and best use before and after the acquisition shall remain and not be damaged or changed as a result of the acquisition.

Property Tax Information

This appraiser has examined the property tax information indicated by the Hidalgo County Appraisal District (HCAD) as of the date of appraisal and has found that the subject property is under the ownership of Arturo Ortega & Sonja Ortega. The part to be acquired was identified as part of a larger tract of land which contained tax identification no. C0700-00-100-0012-00. The subject property land assessment was indicated to be $148,000 with no building nor site improvements indicated. The indicated unit assessed rate for the subject property, which is currently under Agricultural Exemption was indicated to be $399 per acre. The property taxes for the subject property appear to be current, however, further research with the Hidalgo County Tax Office shall be required to confirm any outstanding tax liabilities attributable to the subject property.

Environmental Assessment / Adverse Easements / Encroachments / Topography

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if an environmental concerns exists. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence it's marketability and or value.

A survey of the remainder of the subject property was not provided by TEDSI Infrastructure Group as per date of report. Therefore, the extraordinary assumption that no adverse easements nor encroachments are located within the remainder before and after the taking which would affect the value of the whole, part to be acquired and the remainder before and after the acquisition. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography nor drainage of the subject property as a whole, part to be acquired and the remainder after.

Utility Services Available

The subject property is located in a region, which contains, water, electricity, and phone service, which is typical of the market area.

Identification of Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the taking shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed taking. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

Current Listing Status

It appears that the subject property is not listed for sale as of the effective date of this appraisal. No visible "For Sale" signs were located on the subject property and the property was not listed for sale under a Realtor's® Multiple Listing Service.

Estimated Marketing Time Period

The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the Weslaco, Mercedes, Edcouch and Elsa markets. The analysis included the indicated "DOM" Days on Market as shown on the McAllen Multiple Listing Service which provides local Realtors an avenue to advertise properties located in the Rio Grande Valley, with its primary focus on properties within Hidalgo County.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

Statement of Highest & Best Use

The subjects highest and best use as vacant and as if improved is indicated for future residential development. This type of use is concurrent with the recent trends located along Mile 2 West Road and nearby municipalities. This highest and best use is based on the determined economic unit of the subject property as whole as the portion being acquired in the name of the County of Hidalgo, Texas, does not itself constitute an economic unit.

When a property is evaluated the highest and best use must always be considered. In the current case the highest and best use of the whole is determined to be for residential development based on several factors. These factors that are taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The scope of the assignment is to evaluate the subject property as a whole, part to be acquired, and the remainder before and after the taking, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed taking. In order to determine the highest and best use, research was performed within Hidalgo County to determine the legal permissibility of land use along Mile 2 West Road. Along Mile 2 West Road, development is mixed with proposed retail, and single family residential existing.

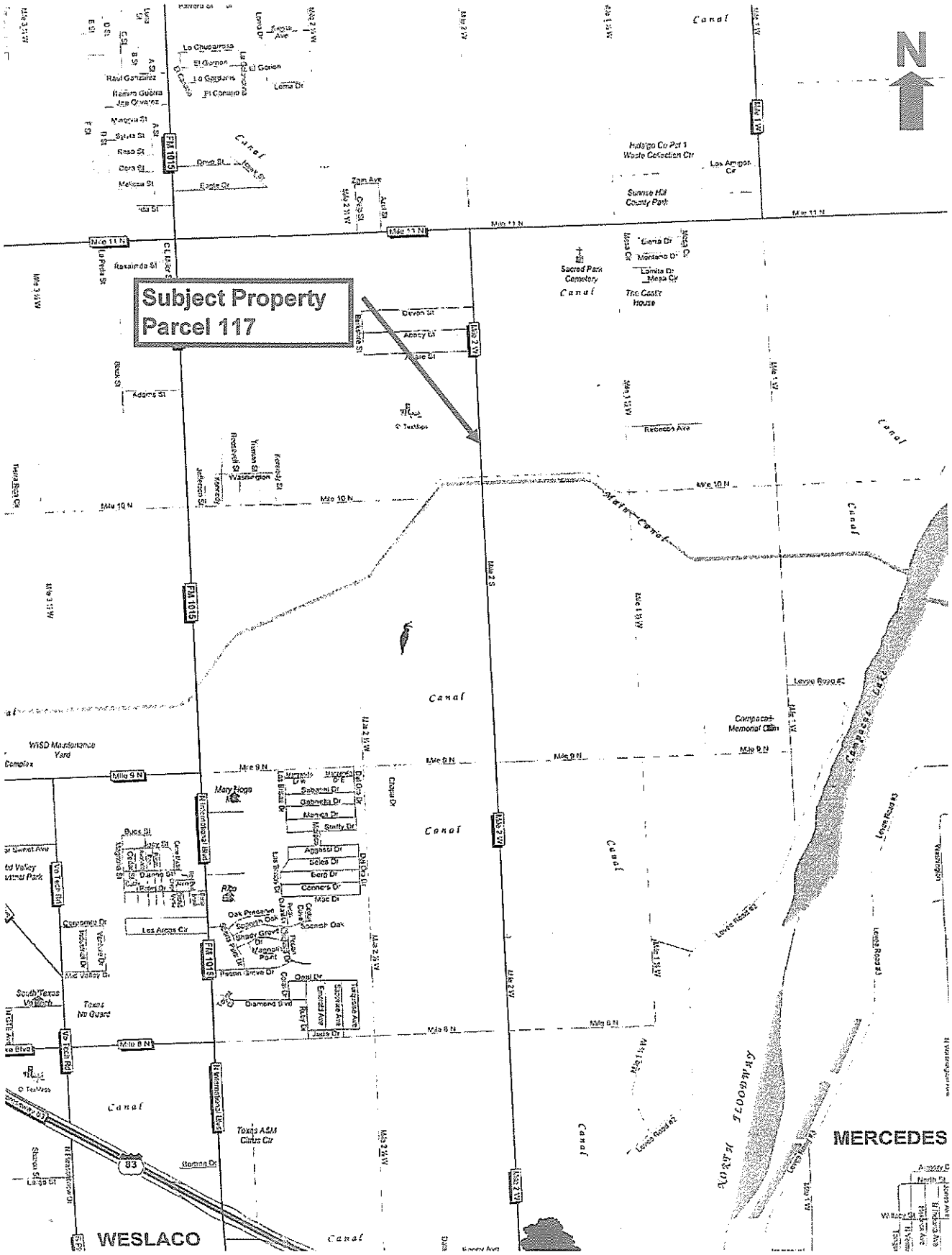
Since the subject lies within the jurisdiction of Hidalgo County, Texas municipal zoning ordinance restrictions are not applicable to the subject as per date of appraisal. This office shall evaluate the subject properties based on the continuing trend along Mile 2 West Road and the existing ordinance which govern the subject property as existing of which should continue its use before and after the proposed right-of-way acquisition. Therefore, the highest and best use of residential use "as vacant" and "as if improved" would therefore be legally permissible as of the date of this report.

The physical characteristics of the subject property as a whole are typically found throughout the eastern region of Hidalgo County. The subject property contains adequate land area and frontage along Mile 2 West Road to allow the future residential development before and after the proposed acquisition. Based on the size and shape of the subject property as a whole and the remainder before and after the acquisition, the property shall maintain a residential highest and best use. As for the part to be acquired, it contains limited use based on its proposed size and shape and therefore does not constitute an economic unit in itself and must be used in conjunction with the whole. Since the valuation of the part to be acquired is based on the pro-rata part of the whole, then the part to be acquired shall be evaluated with a similar highest and best use as the whole. This highest and best use shall not be affected for the remainder before and after the acquisition.

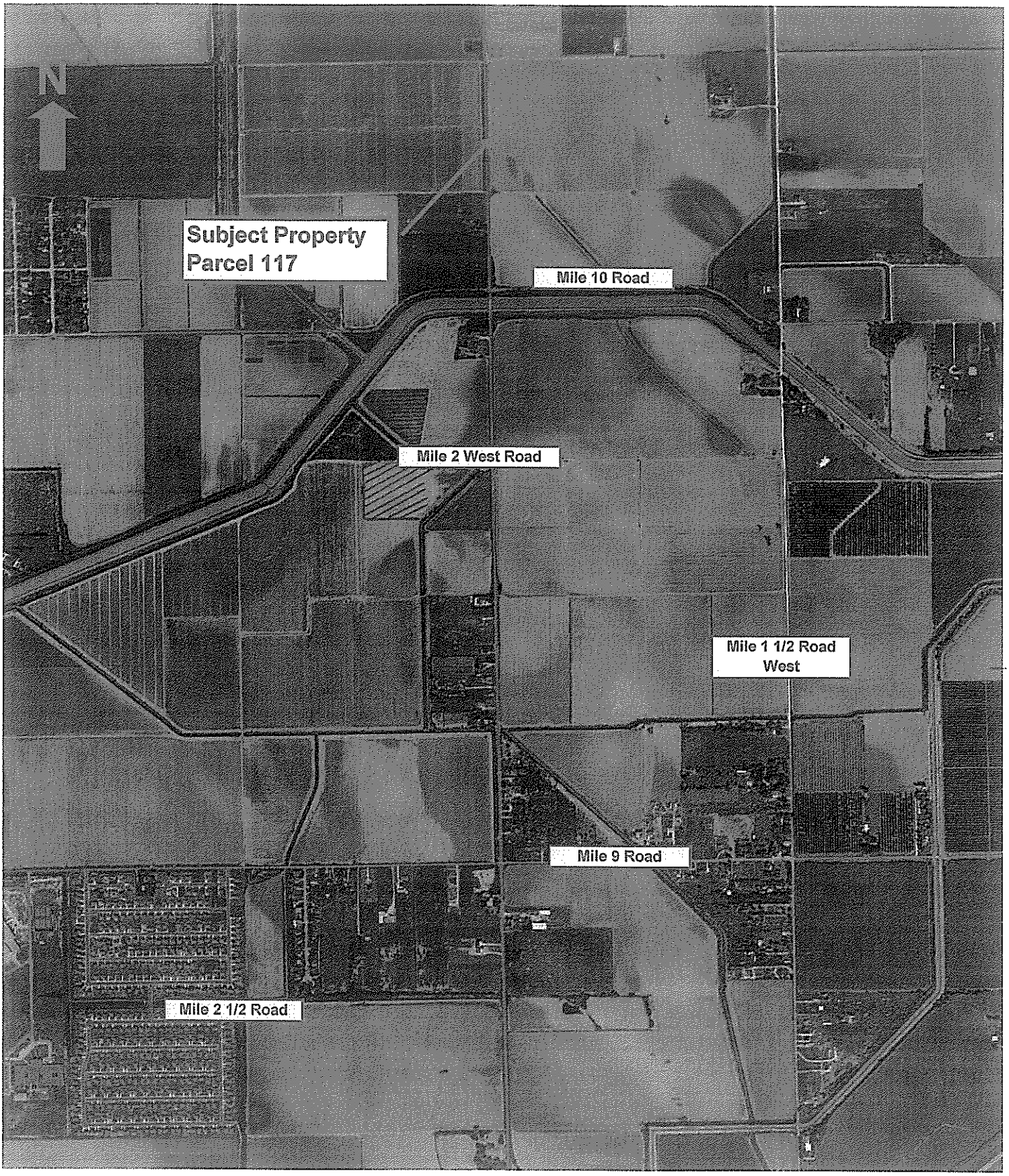
The financial feasibility and maximally productive use of the subject property is based on the continued growth along Mile 2 West Road, which includes single family residential, commercial, and light to heavy industrial uses. Based on the continued growth along Mile 2 West Road, it is estimated that the subject can be financially feasible to contain a residential use "as vacant" and "as if improved". This determination of financial feasibility and productivity is also attributed to the remainder before and after the taking which will not be affected nor damaged as a result of the part to be acquired.

After careful review of the four approaches to the highest and best use test, it is concluded that the subject property "as vacant" and "as if improved" shall be for residential development use. This conclusion is correlated to the property as a whole, part to be acquired and the remainder before and after the acquisition.

LOCATION MAP OF SUBJECT PROPERTY

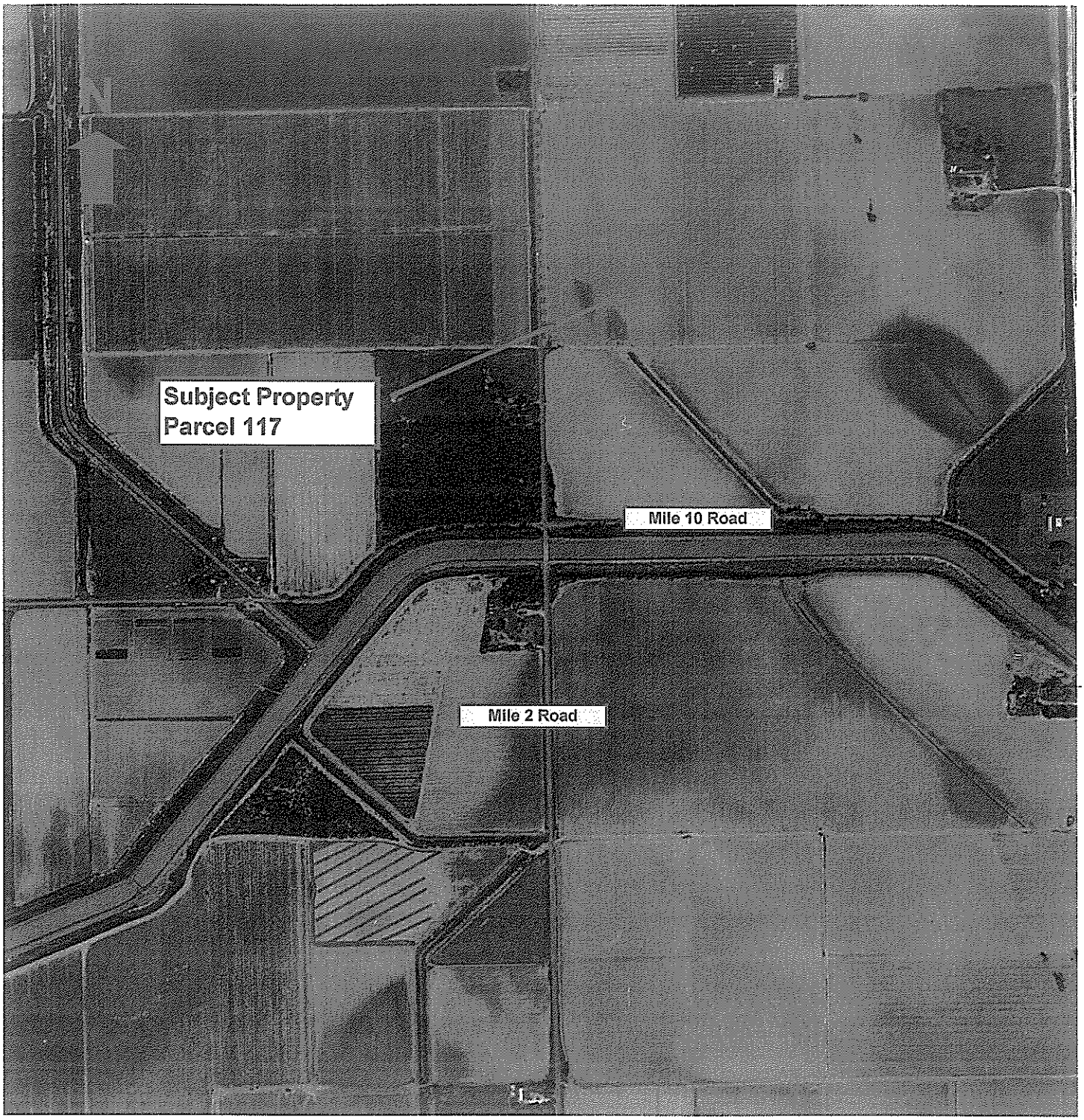


AERIAL PHOTOGRAPH OF SUBJECT AREA



AERIAL PHOTOGRAPH OF SUBJECT

(Closer View of Subject Property)



NOTE: SUBJECT PROPERTY AS A WHOLE IS ESTIMATED AND DEPICTED BY THE RED DASHED LINE. THIS INCLUDES THE PART TO BE ACQUIRED ALONG MILE 2 WEST ROAD. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY TEDSI INFRASTRUCTURE GROUP, AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 117

Local Address: East side of Mile 2 Road, located north of Mile 10 Road, Hidalgo County, Texas.

Date Taken: January 26, 2007

Taken By: Leonel Garza III

1. Point from which taken: Photo 1: Mile 2 West Road R.O.W.
Photo 2: Mile 2 West Road R.O.W.

Looking: Photo 1: Eastern View
Photo 2: Eastern View



Photo 1
Eastern view of subject property taken from existing Mile 2 West Road Right-of-way.



Photo 2
Additional eastern view of subject property taken from existing Mile 2 West Road Right-of-way.

2. Point from which taken: Photo 3: Mile 2 West Road R.O.W.
Photo 4: Mile 2 West Road R.O.W.

Looking: Photo 3: Northern View
Photo 4: Southern View



Photo 3
Northern view of part to be acquired; taken from Mile 2 West Road Right-of-way.



Photo 4
Southern view of part to be acquired; taken from Mile 2 West Road Right-of-way.

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 117

Local Address: East side of Mile 2 Road, located north of Mile 10 Road, Hidalgo County, Texas.

Date Taken: January 26, 2007

Taken By: Leonel Garza III

1. Point from which taken: Photo 5: Mile 2 West Road R.O.W.
Photo 6: Mile 2 West Road R.O.W.

Looking: Photo 5: Northern View
Photo 6: Southern View



Photo 5
Northern view of Mile 2 West.



Photo 6
Southern view of Mile 2 West.

2. Point from which taken: Photo 7: Mile 2 West Road R.O.W.
Photo 8: Mile 2 West Road R.O.W.

Looking: Photo 7: Eastern View
Photo 8: Eastern View



Photo 7
Eastern view of stem pipe with irrigation system located within the part to be acquired.

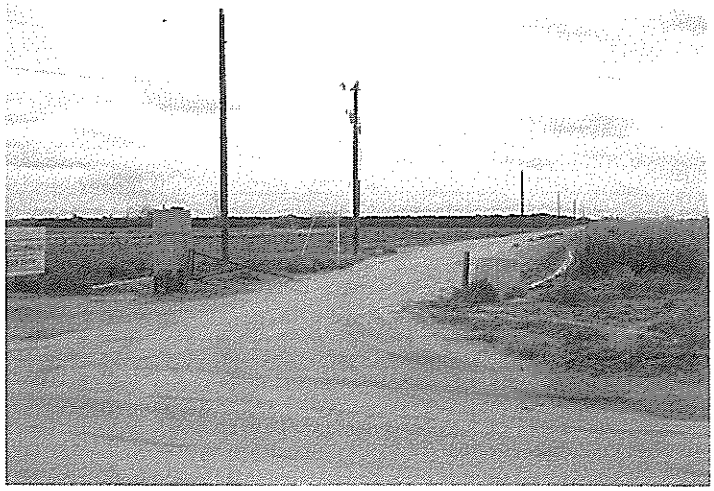


Photo 8
Eastern view of caliche drive with steel swing gate located within the part to be acquired.

DESCRIPTION OF PROPERTY:

The subject property, as a whole, is a 40.00 acres tract of land currently being utilized for agricultural use along the eastern side of Mile 2 West Road in Hidalgo County, Texas. The subject is located within the Hidalgo County, Texas. According to the survey provided by TEDSI Infrastructure Group, dated August 10, 2007, the part to be acquired is approximately 1.03 acres (44,867 square feet) gross of which a portion of 0.91 acres lies within existing road right-of-way, leaving a net area to be acquired of 0.1200 acres (5,227 square feet), excluding an existing HCCID Easement. This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as if vacant, which shall exclude any existing road right-of-way in order to derive the net area within the acquisition. This is performed in order to determine the pro-rata part of the whole for the purchase of said tract by the Hidalgo County Right-of-Way Department.

AREA OR NEIGHBORHOOD ANALYSIS:

The subject neighborhood along Mile 2 West Road is a mixture of single family residential and small commercial developments. Several properties along Mile 2 West Road are in a state of development as new subdivisions are being created as indicated by the Hidalgo County Planning Department. Leonel Garza Jr. & Associates LLC has inspected the market area along Mile 2 West Road and has found that the market is in a state of positive development of which is concentrated at the intersection of Expressway 83 and Mile 2 West Road.

SITE ANALYSIS:

Five Year Sales History: The subject property is indicated to be under the ownership of RGV River Farm, LTD, as indicated by survey and field notes provided by TEDSI Infrastructure Group. Further investigation of the subjects history through the Hidalgo County Appraisal District and the Hidalgo County Clerks Office confirmed the current owner of record to be Arturo Ortega & Sonja Ortega. The subject property was transferred from RGV River Farm, LTD (Grantor) to Arturo Ortega & Sonja Ortega (Grantee) on March 21, 2005. Therefore, the subject has been in the name of Arturo Ortega & Sonja Ortega for over one (2) years.

Legal Description: (Whole Property) A 40.00 acre tract of land out of Lot 12, Blk. 100, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas

Legal Description: (Part to be Acquired) A 1.0265 (44,715 square feet) acre tract of land, more or less, of which 0.91 acres lies in existing road right of way leaving a net taking of 0.1200 acres out of a 40.00 acre tract of land out of Lot 12, Blk. 100, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas.

Improvements: During the off-site inspection of the subject property, no building improvements were indicated within nor affected by the part to be acquired. Located within the part to be acquired is a metal pipe swing gate. Cost estimates from local supply stores were utilized to establish its value. Any utilities located within the part to be acquired shall be relocated as an item of construction and shall not be included within the compensation of the subject property as per scope of the assignment.

Highest and Best Use: Residential Development

(Form ROW-A-^ Rev. 7/2004 Page 3 of 5 Continued on Next Page)

(Continuation from previous page)

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	RGV River Farm, LTD	Telesforo Barrera and wife, Rosita R. Barrera		Hilda Barbosa Garcia and Land of Two Sunshines L.P.		Jack McClelland	
Grantee	Arturo Ortega & Sonja Ortega	Maria Luisa Lopez Castrejon		Five L Development, LTD.		San Mateo Investments, L.L.C.	
Date of Sale	March 21, 2005	February 17, 2005		September 15, 2005		February 15, 2006	
Unit Price	/ Ac	7,500	/ Ac	6,875	/ Ac	13,461	/ Ac
Relative Location	Average	Inferior	20%	Similar	0%	Superior	-20%
Lot Location	Interior Tract	Interior Tract	0%	Corner Tract	-5%	Interior Tract	0%
Financing	Conventional	Similar	0%	Similar	0%	Similar	0%
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Typical of Market	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water / Electricity / Phone	Similar	0%	Similar	0%	All Municipal Utilities Available	-5%
Street Access / Frontage	Mile 2 Road	Mile 14 1/2 Road	0%	Mile 2 Road & Mile 11 N. Road	0%	Mile 2 Road & Mile 2 1/2 Road	0%
Size of Tract	39.09 Ac	10.00 Ac	-10%	40.00 Ac	0%	70.572 Ac	5%
Net Adjustments			Δ 10%		Δ -5%		Δ -20%
Indicated Unit Value		$ 8,250	/ Ac	$ 6,531	/ Ac	$ 10,769	/ Ac

Estimated Unit Value of Fee Simple Area $ **10,000 / Ac**

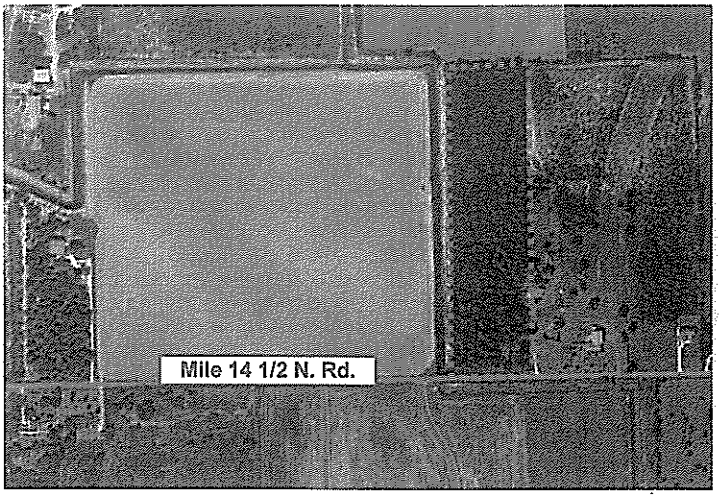
Estimated Value by Sales Comparison Approach **(0.1200 Ac. x $10,000 / Acre)** $ **1,200**
(Includes Part To Be Acquired Only)

Form ROW-A-5S
Rev. 4/2003
GSD-EPC

COMPARABLE DATA SUPPLEMENT

District: N/A Parcel No.: 117 Highway: Mile 2 West Road County: Hidalgo ROW CSJ: 0921-01-192

Land Sale ☑ Improved Sale ☐ Rental Data ☐





Grantor/ Lessor: Telesforo Barrera and wife, Rosita R. Barrera Grantee/Lessee: Maria Luisa Lopez Castrejon

Date: February 17, 2005 Recording Information: Document# 1451132 Key Map: N/A

Address: North side of Mile 14 1/2, just east of FM 88 in Hidalgo County, Texas. Zip Code: 78543

Legal Description: The West 10.0 acres of Farm Tract 423, West and Adams Tracts Subdivision, Hidalgo County, Texas, according to map thereof recorded in Volume 2, Page 34-37, Map Records of Hidalgo County, Texas.

Confirmed Price : $ 75,000 Verified with: MLS# L89585S

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 10.00 Acres or 435,600 Sf Unit Price as Vacant : $ 7,500 / Ac or $ 0.17 / Sf

Type Street: Asphalt Paved Utilities: Electricity, Water, Septic System

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Single Family Residential Use Highest and Best Use: Residential Development

Date of Inspection: January 26, 2007 Zoning: N/A Flood Plain: N/A

Attach Additional Information: The subject property is located on the north side of Mile 14 1/2, just east of FM 88 in Hidalgo County, Texas. Mile 14 1/2 North road is in a state of development with new subdivisions being constructed across from the subject property. The subject properties Net acreage is 8.68 acres.

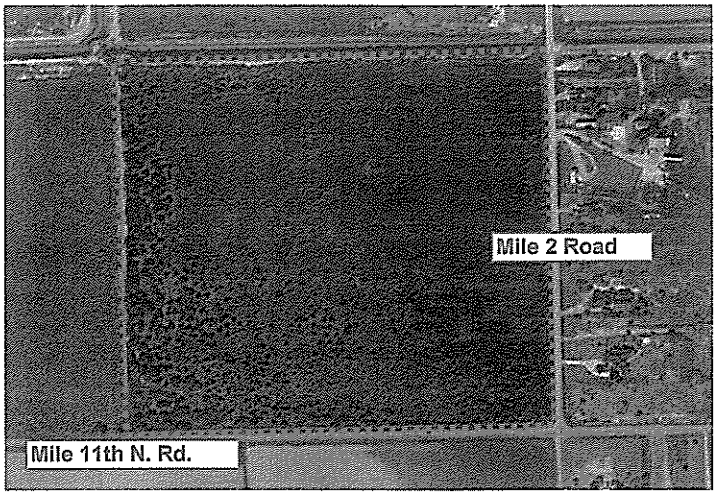
Appraiser: Leonel Garza III January 26, 2007
(Typed, not signed) Date

Comparable Sale No. 2

COMPARABLE DATA SUPPLEMENT

District: N/A Parcel No.: 117 Highway: Mile 2 West Road County: Hidalgo ROW CSJ: 0921-01-192

Land Sale ☑ Improved Sale ☐ Rental Data ☐





Grantor/ Lessor: Hilda Barbosa Garcia and Land of Two Sunshines L.P. Grantee/Lessee: Five L Development, LTD.

Date: September 15, 2005 Recording Information: Document# 1527359 Key Map: N/A

Address: Northwest corner of Mile 2 and Mile 11 North Road intersection, Hidalgo County, Texas. Zip Code: 78596

Legal Description: All of Colonia Lucero Del Norte, Hidalgo County, Texas, according to the map recorded in Volume 24, Page 69-B, Map records in the Office of the County Clerk of Hidalgo County, Texas.

Confirmed Price: $ 275,000 Verified with: MLS# L04254S

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 40.00 Acres or 1,742,400 Sf Unit Price as Vacant : $ 6,875 /Acre or $ 0.16 / Sf

Type Street: Asphalt Paved Utilities: Electricity, Water, Septic System

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest and Best Use: Residential Development

Date of Inspection: January 26, 2007 Zoning: N/A Flood Plain: Zone "AE"

Attach Additional Information:

The subject property is located at the northwest corner of Mile 2 and Mile 11North Road. The property contains 1,320 feet of frontage on Mile 2 and Mile 11 North Road. The subject property was purchased for the development of a single family residential subdivision.

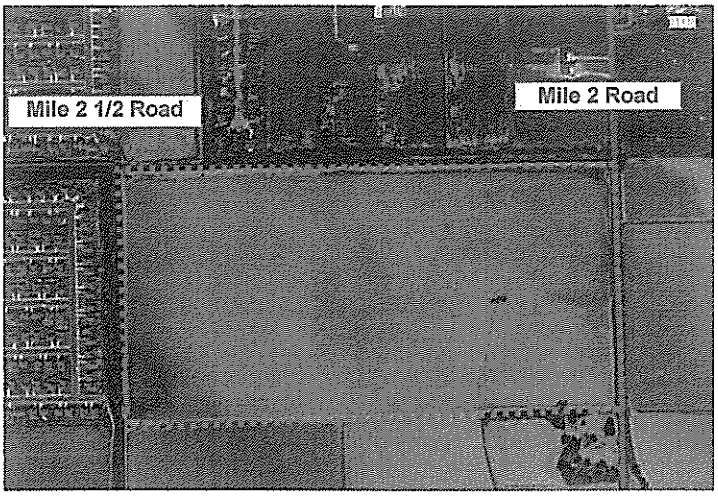
Appraiser: Leonel Garza III January 26, 2007
(Typed, not signed) Date

Form ROW-A-5S
Rev. 4/2003
GSD-EPC

COMPARABLE DATA SUPPLEMENT

District: N/A Parcel No.: 117 Highway: Mile 2 West Road County: Hidalgo ROW CSJ: 0921-01-192

Land Sale ☑ Improved Sale ☐ Rental Data ☐





Grantor/ Lessor: Jack McClelland Grantee/Lessee: San Mateo Investments, L.L.C.

Date: February 15, 2006 Recording Information: Document# 1583683 Key Map: N/A

Address: West side of Mile 2 Road, south of Mile 9 Road, Hidalgo County, Texas. Zip Code: 78596

Legal Description: A 70.572 acre tract of land, more or less, Being all of Lots Seven (7) and Eight (8), Block One Hundred Fifteen (115), Campacuas Addition, Hidalgo County, Texas, according to map or plat thereof recorded in Volume 1,Page 2, Map Records, Hidalgo County, Texas.

Confirmed Price: $ 950,000 Verified with: MLS# L07519S

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 70.57 Acres or 3,074,116 Sf Unit Price as Vacant : $ 13,461 / Acre or $ 0.31 / Sf

Type Street: Asphalt Paved Utilities: All Municipal Utilities Available

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest and Best Use: Residential Development

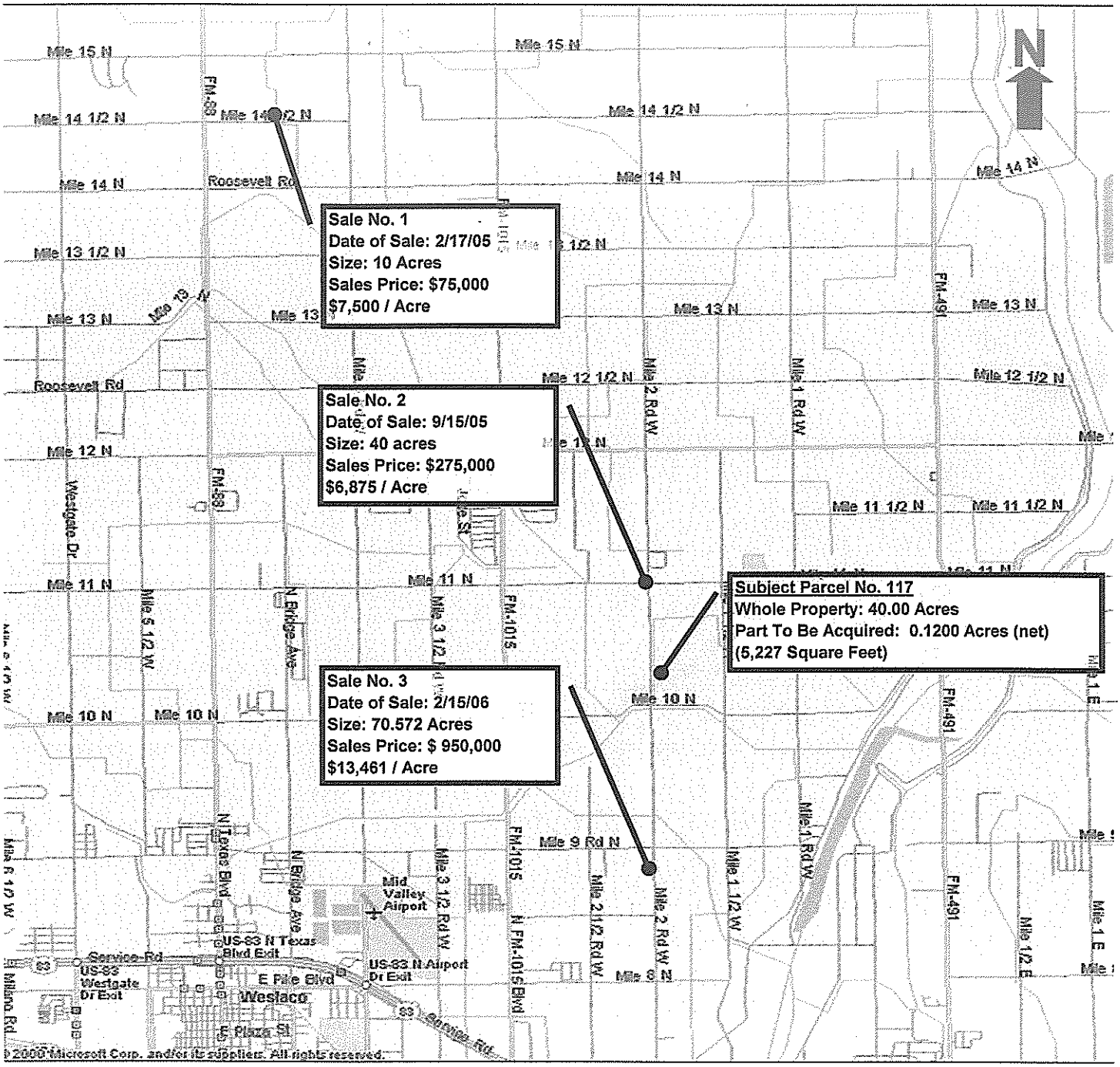
Date of Inspection: January 26, 2007 Zoning: N/A Flood Plain: Zone "X"

Attach Additional Information:

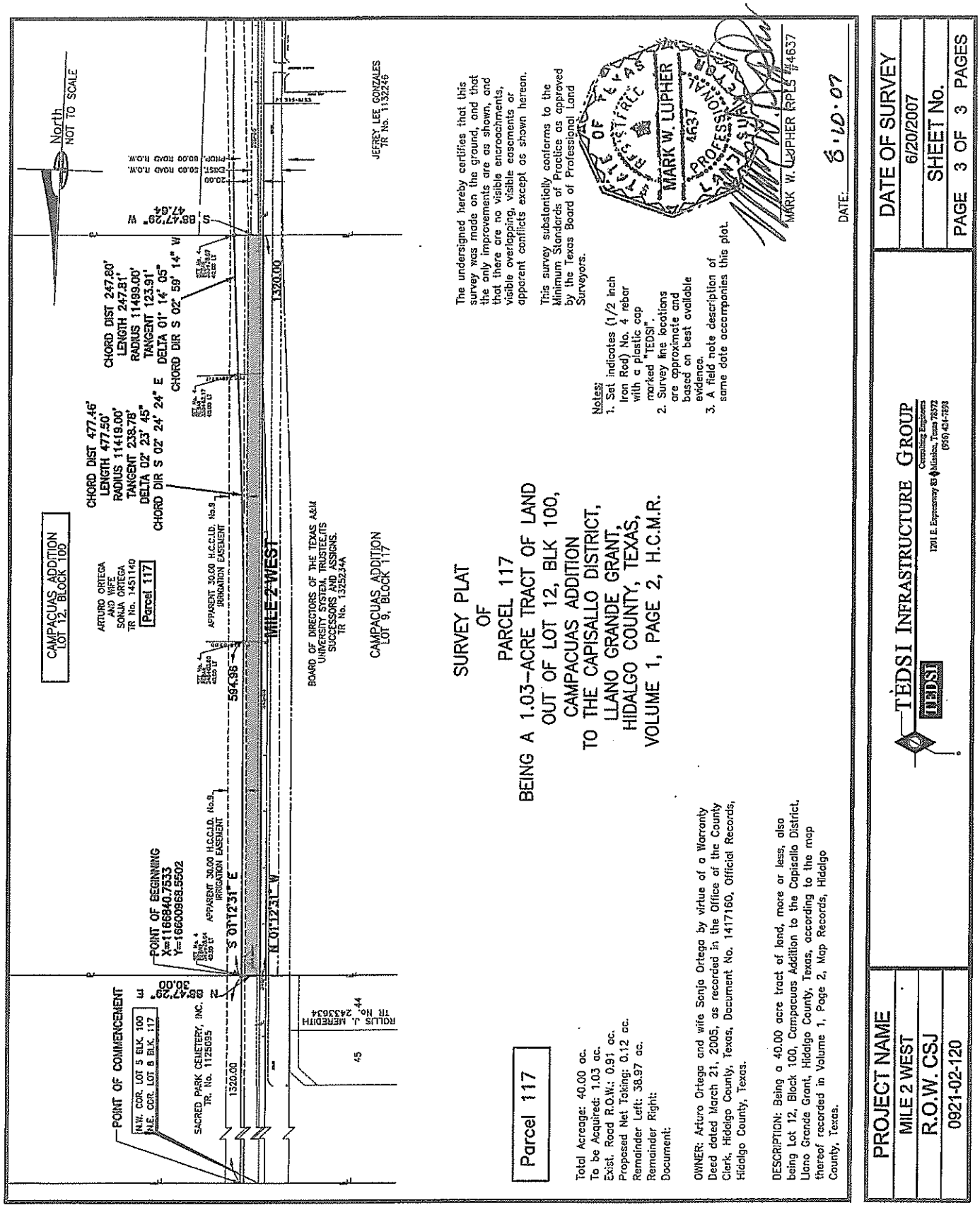
The subject property is located along the western side of Mile 2 Road, just north of Mile 9 Road. The property contains frontage along Mile 2 and Mile 2 1/2 Road. The subject property is well suited for a residential development.

Appraiser: Leonel Garza III January 26, 2007
(Typed, not signed) Date

COMPARABLE SALES MAP



SURVEY OF SUBJECT PROPERTY (Page 1 of 1)



Yellow Highlight = Proposed Right-of-Way ; Green Highlight = Existing Right-of-Way

COUNTY: HIDALGO

R.O.W. CSJ: 0921-02-170

HIGHWAY: MILE 2 WEST ROAD

PROJECT LIMITS: MILE 12 NORTH TO MILE 7 NORTH

GRANTOR: RGV RIVER FARM, LTD

FIELD NOTES FOR PARCEL - 117

Being a 1.0265 (44,715 square feet) acre tract of land, more or less, out of a 40.0000-acre tract of land out of Lot 12, Blk. 100, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas, as recorded in Volume 1, Page 2, Map Records, Hidalgo County, Texas. Said 40.0000-acre tract of land is vested to RGV River Farm LTD by virtue of Warranty Deed dated December 27, 2004, as recorded under Document No. 1417160, Official Records, Hidalgo County, Texas. Said 1.0265 (44,715 square feet) acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a point 30.00 feet east of the northwest corner of Lot 8, Blk. 117, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas, as recorded in Vol.1, Pg. 2, Hidalgo County Map Records, **THENCE,** S 01° 12' 31" E, a distance of 1320.00 feet to the **POINT OF BEGINNING,** with grid coordinates of X = 1,166,840.7533 and Y = 16,600,968.5502. Said point also being the northeast corner of said tract herein described. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, S 01° 12' 31" E, parallel to the West line of Lot 12, Blk. 100, for a distance of 594.96 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed East Right-of-Way line of said Mile 2 West;

THENCE, In a Southeasterly direction with the proposed East Right-of-Way line of said Mile 2 West and with the line of said curve to the left with an arc angle of

02° 23' 45", a radius of 11,419.00 feet, a tangent of 238.78 feet, a curve length of 477.50 feet, a chord that bears S 02° 24' 24" E and a chord length of 477.46 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed East Right-of-Way line of said Mile 2 West;

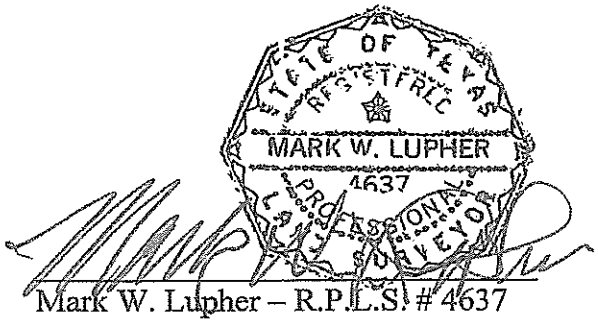
THENCE, In a Southwesterly direction with the proposed East Right-of-Way line of said Mile 2 West and with the line of said curve to the right with an arc angle of 01° 14' 05", a radius of 11,499.00 feet, a tangent of 123.91 feet, a curve length of 247.81 feet, a chord that bears S 02° 59' 14" W and a chord length of 247.80 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for the Southeast corner of said tract herein described;

THENCE, S 88° 47' 29" W, for a distance of 47.64 feet, to a point on the west line of Lot 12, Blk. 100, for the Southwest corner of said tract herein described;

THENCE, N 01° 12' 31" W, for a distance of 1,320.00 feet, to the North line of Lot 12, Blk. 100, for the northwest corner of said tract herein described;

THENCE, N 88° 47' 29" E, for a distance of 47.64 feet to the **POINT OF BEGINNING** and containing 1.0265 (44,715 square feet) acres of land, of which 0.9091 of an acre lies in the existing Mile 2 West Road Right-of-Way and leaving a **PROPOSED NET TAKING** of 0.1174 of an acre of land, more or less.

A plat of same date accompanies this Field Note Description



Mark W. Lupher – R.P.L.S. # 4637

Date: 8.10.07

Explanation of Adjustments with Reconciliation:
During the analysis of the part to be acquired, the value for the subject property as a whole was determined. This determination of market value is utilized for the valuation of the part to be acquired which is a pro-rata part of the whole. The local market was searched for comparable sales of which contained similar frontage along Mile 2 West and other similar nearby thoroughfares. Each of the sales utilized are located within 2.0 miles from the subject property with similar highest and best uses as residential development. Several sales were located within this parameter of which had occurred within the past two years. Three sales were selected which were the most comparable to the subject property and required the least number of adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts.

Sale No. 1 is located on the north line of Mile 14 1/2 North Road east of FM 88. The property was purchased for future residential development. Due to the inferior location of the sale as compared to the subject property an upward adjustment of 20% was indicated for the sale. The comparable sale is a smaller tract of land as compared to the subject and an adjustment of -10% is indicated. No other adjustments were indicated for the comparable sale. Based on the adjustments indicated for the comparable sale, the subject property indicated unit value is $8,250 per acre.

Sale No. 2 is located at the northwest corner of Mile 2 West and Mile 11 North Road, north of the subject property. The property was purchased and then subdivided for a single family residential development to be known as Lucero Del Norte Subdivision. The comparable sale is a corner tract of land which contains a superior site utility as compared to the subject property and therefore an adjustment of -5% is indicated. No other adjustments were indicated for the comparable sale. Based on the adjustments indicated for the comparable sale, the subject property indicated unit value is $6,531 per acre.

Sale No. 3 is located to the south of the southwest corner of Mile 9 Road and Mile 2, south of the subject property. The property was purchased for residential development. Due to the superior location of the sale as compared to the subject property a downward adjustment of -20% was indicated for the sale. An additional adjustment of -5% is indicated for the superior utilities available to the comparable. The comparable sale is a larger tract of land as compared to the subject and an adjustment of +5% is indicated. No other adjustments were indicated for the comparable sale. Based on the adjustments indicated for the comparable sale, the subject property indicated unit value is $10,769 per acre.

After reviewing the comparable sales selected, an unadjusted unit range of market value of $6,875 per acre to $13,461 per acre was indicated. After adjustments were made in paired sales analysis of the comparable to the subject property, an adjusted range of market value of $6,531 per acre to $10,769 per acre was determined. Based on the existing developments within the immediate market area and the current trends found along Mile 2 West Road, a unit value near the upper end of the adjusted range was selected, $10,000 per acre.

ESTIMATED VALUE OF ACQUISITION

Land:	0.1200 Ac	@	$ 10,000	per acre		$ 1,200
Improvements:	(1) 20' Steel Swing Gate				$ 550	
					$ -	
					$ -	
					$ -	
					$ -	
	Total Improvements				**$ 550**	

TOTAL ESTIMATED VALUE	$ 1,750
Cost To Cure Damages	$ -
Estimated Total Compensation	**$ 1,750**

ADDENDUM

1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualifications of Appraisers
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information
6. Warranty Deed
7. Questionnaire

Certification of Appraisal

I certify that, to the best of my knowledge and belief:

* The statements of fact contained in this report are true and correct.
* The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
* I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
* I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
* My engagement in this assignment was not contingent upon developing or reporting predetermined results.
* My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
* My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice in conjunctions with the standards accepted by the Texas Department of Transportation.
* I have made a personal observation of the property that is the subject of this report. Assisting in the gathering of on-site information during the date of inspection were Luis Carlos Garza, Appraiser Trainee, and Thomas M. Davis, General Certified Real Estate Appraiser. Their specific use during this project was limited to the measuring of improvements located within taking and those items which may be damaged by the part to be acquired, aiding in the photography of the subject property and partial analysis. The full analysis and data gathering of sales information and other information concerning the subject property was performed by Leonel Garza III, General Certified Appraiser. Comparable data information was further confirmed by Thomas M. Davis including partial cost approach analysis and data gathering for the cost scheduled utilized throughout the project.

* I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
* I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative and for the purpose of right-of-way acquisition only and does not meet the standards required by certain financial institutions for the purpose of acquiring a loan.
* The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of the client to begin negotiations of said property for acquisition.

Leonel Garza III
General Certified Real Estate Appraiser
License No. TX - 1328375-General

Thomas M. Davis
General Certified Real Estate Appraiser
License No. TX - 1336454 - General

Luis Carlos Garza
Appraiser Trainee
License No. TX - 1335013 - Trainee

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumption:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering, title reports and surveys provided are assumed to be correct. The survey and field notes and other illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that all required licenses; certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the survey provided.
10. Unless otherwise stated in this report, this appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

This appraisal report has been made with the following general limiting conditions:

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication with out the written permission of Leonel Garza Jr. & Associates LLC.
3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser and or the client of this report.
5. If the property rights appraised are the "Leased Fee Estate", then the final indicated market value estimate is based on the continued performance under the lease terms.
6. All original appraisal reports have been signed in blue. Any other copy, which is not signed in blue, may have been altered, and this appraiser is not responsible for its contents or values indicated.

Assumptions and Interpretations Made of the Marketing Period

1. Marketing Time Period: Begins with the date of value estimate and with the indicated exposure time.
2. Exposure to the open market: listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the market. This appraiser does not consider a sign placed by a property owner on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.
3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

QUALIFICATIONS OF APPRAISER - LEONEL GARZA III

EDUCATION

* **Graduate, 1995, Texas A&M University, College Station, Texas**
  Bachelor of Science in Biomedical Science

* **Graduate, 1991 McAllen Memorial High School, McAllen, Texas**

LICENSE HELD

* **State Certified General Real Estate Appraiser**
* License Number TX - 1328375-General
* December 31, 2006 Through December 31, 2008 (Active)

PUBLIC SERVICE & PROFESSIONAL ORGANIZATIONS

* **Associate Member of the Appraisal Institute (Not an MAI Designated Appraiser)**
  Currently taking courses toward the designation of MAI through the Appraisal Institute. Approximate time of completion, 2 years)

* **Chairman of the City of McAllen Zoning Board of Adjustments & Appeals**
  The ZBOA protects enforces and reviews the current city zoning ordinances for all types of properties within the boundaries of the City of McAllen. Cases heard are first brought to the City Planning and Zoning Commission and then to the ZBOA if a variance is required. The ZBOA shall review the previous boards decision and upon a super-majority vote shall decide whether or not the applicants request for overturning the previous boards action is required.

* **Chairman of the Hidalgo County Subdivision Review Board**
  The county commission on subdivision review's primary goal is to ensure that proper standards, set by Texas State Law and the Texas State Attorney Generals Office, are mandated by each proposed subdivision developer and or land owner who resides within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo.

* **Chairman of the Hidalgo County Building Line of Adjustments Board**
  This county advisory board reviews applications of those who have recently constructed or contain non-conforming structures of which are not in compliance with a recorded subdivision plat nor the Hidalgo County Planning Departments minimum set back requirements. These requirements are govern by the Texas Water Development Board and the Texas Model Subdivision Rules.

* **Former Executive Board Member of the Lower Rio Grande Boy Scout Council**
  The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events world wide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.

* **Former Vice Chairman and Member of the City of McAllen Ambulance Advisory Committee**
  The Ambulance Advisory Committee is responsible for review the current contract provider for 911 services within the City of McAllen and attend to any concerns and or complaints toward the contractor.

* **Former Member of the City of McAllen Building Board of Adjustment and Appeals**
  The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

* **Former Member of the Pharr Municipal Park Charter Committee**
  Appointed in 1998-1999, our goal was to establish a 103-acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X. The project is still on-going.

WORK EXPERIENCE & CONTINUING EDUCATION

* Employee of Leonel Garza Jr. & Associates since 1990
* State Certified General Real Estate Appraiser since 1998 - Present
* Owner of G-3 Construction which primary focus is custom single-family residences and multifamily apartment complexes.
* Commercial property manager throughout the City of McAllen & Pharr, Texas.
* Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. Leonel Garza Jr. was a State Certified General Real Estate Appraiser in McAllen, Texas for over 18 years, and was a Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998 appointed by Governor George W. Bush for two terms.

December 11, 2004

* National Uniform Standards of Professional Practice Course 400, Sponsored By The Houston Chapter Appraisal Institute, Houston, Texas.

November 16, 2004

* Residential Cost Approach – Marshall & Swift Evaluation Cost Guide, Sponsored by the Lincoln Graduate Center, San Antonio, Texas.

September 12, 2003

* 2003 Eminent Domain Seminar, Sponsored by the International Right of Way Association (IRWA) in San Marcos, Texas.

May 16, 2002

* "Uniform Standards of Professional Appraisal Practice". Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

December 15, 2000

* Residential Appraisal Update, Course #117. Sponsored by The Columbia Institute in San Antonio, Texas.

September 18, 2000

* "Current Issues in Ad Valorem Property Tax Valuation. Sponsored by the Institute for Real Estate Professionals, Inc. in Dallas, Texas.

September 19, 2000

* "Uniform Standards of Professional Appraisal Practice". Sponsored by the Institute for Real Estate Professionals, Inc. in Dallas, Texas.

September 20, 2000

* "Texas Property Tax Law 2000". Sponsored by the Institute for Real Estate Professionals, Inc. in Dallas, Texas.

October 8-14, 1998

* Course 530: Advance Sale Comparison and Cost Approach, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

September 24-29, 1998

* Course 510: Advance Income Capitalization, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

May 4 thru May 9, 1998

* Course 320: Basic Income Capitalization, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

September 20 thru September 21, 1996

* Austin Chapter of the Appraisal Institute, Uniform Standards of Appraisal Practice (USPAP) Part B, Course 420; Held in Austin, Texas.

September 18 thru September 19, 1996

* Austin Chapter of the Appraisal Institute, Uniform Standards of Appraisal Practice (USPAP) Part A, Course 410; Held in Austin, Texas.

June 25, 1996

* "Apartment and Rental Housing Legal Seminar"; Sponsored by the Texas Apartment Association of the Rio Grande Valley, McAllen, Texas.

April 11-16, 1996

* Course 120: Appraisal Procedures, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

February 15-20, 1996

* Course 110: Appraisal Principles, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

Clients For Whom Appraisals Have Been Prepared By This Appraiser

Banks	Bankruptcy Courts	Cities	Counties
Attorneys	Texas Department of Transportation	Alamo	Hidalgo
Retailers	Homeowners	Mission	Cameron
Doctors	Rancher	McAllen	Star
Oil Companies	Banks	Pharr	
Farmers	National Franchises Estate Planners	Hidalgo	
Mortgage Companies		San Juan	
Hotel Franchises		Edinburg	
US Department of Interior		Mercedes	

Type of Appraisals Which Have Been Prepared By This Office

Caliche Pits / Land Fills	Apartment Complexes	Agricultural Land
Commercial Lots	Automobile Agencies	Bar / Lounges
Convenience Stores	Mini-Storage Units	Grocery Stores
Farms & Ranches	Mobile Home Park Subdivision	Multi- Tenant Retail
Industrial (McAllen Foreign Trade Zone)	Motels / Hotels	Multi-Tenant Offices
Industrial Subdivisions	Ranches	Residential
Medical Offices	Residential Subdivisions	Vacant Residential Lots
Retail Commercial Strips	Restaurants	Veterinary Clinics
Warehouses	Right-of-Way Acquisitions	
	Truck Stops	

Areas Where Appraised Properties Have Been Performed By This Office

Alamo	Georgewest	McAllen	Rio Grande City
Alice	Hargill	McCook	Roma
Austin	Harlingen	Mercedes	San Antonio
Beeville	Hidalgo	Mission	San Juan
Donna	Kingsville	New Braunfels	South Padre Island
Edcouch	Kyle	Palmview	Sullivan City
Edinburg	La Feria	Pleasanton	Weslaco
Eagle Pass	La Joya	Port Isabel	Zapata
Elsa	Los Ebanos	Progreso	

CERTIFIED LETTER OF INSPECTION TO PROPERTY OWNER

Leonel Garza Jr. & Associates LLC
Appraisal Services

State Certified General Real Estate Appraiser
Real Estate Property Tax Consultant

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236

January 5, 2007

Parcel 117
Arturo Ortega & Sonja Ortega
4001 La Hacienda
Weslaco, Texas 78596-8561

To Whom It May Concern:

Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Right-of-Way Department to appraise various properties along Mile 2 West Road for the purpose of acquiring additional right-of-way. The purpose of such "right-of-way" is for the expansion and renovation of Mile 2 West Road. The project limits for the expansion is Mile 12 North to Mile 7 North. The County of Hidalgo is interested in acquiring a small portion of the frontage of your property for this expansion. Marked on the attached exhibit is the portion of land, which is to be appraised and purchased by the Hidalgo County right-of-Way Department. This is the beginning process for future negotiations to acquire the land. Our office will inspect the subject property from the existing right-of-way on the week of January 22, 2007 thru February 17, 2007. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295. I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If you have any questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

With this letter I request permission to perform an on-site inspection and photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 prior to the proposed inspection date. Thank you.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX – 1328375-General

Cc: Hidalgo County Right-of-Way Department
Roy Gonzales – Right-of-Way Agent
509 E. Earling Road, San Juan, Texas 78589
(956) 283-8134

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Parcel 117
Arturo Ortega& Sonja Ortega
4001 La Hacienda
Weslaco, Texas 78596-8561

COMPLETE THIS SECTION ON DELIVERY

A. Signature: X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name): Sonja Ortega C. Date of Delivery: 1/9/07

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label): 7005 1160 0001 0493 1608

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Leonel Garza Jr. & Associates LLC

UNITED STATES POSTAL SERVICE

Track & Confirm

Search Results

Label/Receipt Number: 7005 1160 0001 0493 1608
Detailed Results:

- Delivered, January 09, 2007, 3:27 pm, WESLACO, TX 78596
- Notice Left, January 06, 2007, 10:34 am, WESLACO, TX 78596

Track & Confirm

Enter Label/Receipt Number.

< Back | Return to USPS.com Home >

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. Go >

Copyright © 1999-2004 USPS. All Rights Reserved. Terms of Use Privacy Policy

Charge Sierra Title GF # 3109472

STC / 110

1451140

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

WARRANTY DEED WITH VENDOR'S LIEN

CONFORMS TO STATE BAR FORM 2253 REV. 10-85

Date: March 21, 2005

Grantor: RGV RIVER FARM, LTD.

Grantor's Mailing Address (including county): Mi. 4 1/2 W. and Lake Front
Weslaco, Texas 78596
Hidalgo County

Grantee: ARTURO ORTEGA and wife, SONJA ORTEGA

Grantee's Mailing Address (including county): 4001 La Hacienda
Weslaco, Texas 78596
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS ($10.00) and a note of even date that is in the principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00), and is executed by Grantees, payable to the order of ELSA STATE BANK & TRUST CO., 203 E. Business 83, Ste. A, Weslaco, Hidalgo County, Texas 78596. The note is secured by a vendor's lien retained in favor of ELSA STATE BANK & TRUST CO., in this Deed and by a Deed of Trust of even date from Grantees to Michael J. Trippel, Trustee.

Property (including any improvements):
Lot 12, Block 100, CAMPACUAS ADDITION CAPISALLO DISTRICT SUBDIVISION, LLANO GRANDE GRANT, according to map thereof recorded in Volume 1, Page 2, Map Records of Hidalgo County, Texas.

SAVE AND EXCEPT, and there is hereby reserved unto Grantors, their heirs and assigns, all oil, gas, and other minerals not previously reserved in and under and that may be produced from the above described property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals and removing the same therefrom.

Reservation from and Exceptions to Conveyance and Warranty:
SUBJECT TO:

Right-of-Way Easement granted by Agustin Ramos and wife, Susana to Hidalgo County, by instruments recorded in Volume 970, Page 130 and Volume 1013, Page 91, both Deed Records of Hidalgo County, Texas.

A Canal and Road Easement along the West side of subject property as shown on plat recorded in Volume 1, Page 2, Map Records of Hidalgo County, Texas.

Easements, rights, rules, and regulations in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9.

Easements, or claims of easements, which are not of public record.

Oil and Gas Lease dated June 14, 1966, from J.S. McManus, a partnership composed of J.S. McManus, Quinn McManus, Bobby Lackey, W.E. McIntosh, J.D. Wilson and E.G. Wilson to Tidewater Oil Company recorded in Volume 301, Page 443, Oil and Gas Lease Records of Hidalgo County, Texas.

Oil and Gas Lease dated November 6, 1980, from McManus Produce Company, a partnership composed of J.S. McManus, Jr., Bobby Lackey, R.E. McIntosh, J.D. Wilson and Ron McManus to Southport Exploration Company, Inc. recorded in Volume 398, Page 71, Oil and Gas Lease Records of Hidalgo County, Texas.

All oil, gas, and other minerals reserved and/or conveyed in Deed filed for record in the Office of Hidalgo County, Texas on December 27, 2004, under Clerk's File No. 3109472.

Terms, conditions, and stipulations contained in all unrecorded Lease Agreements, if any.

Rights of tenants in possession, if any.

All ad valorem taxes for the year 2005 and all subsequent years.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

WARRANTY DEED (Page 2 of 2)

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural, and plural nouns and pronouns include the singular.

ELSA STATE BANK & TRUST CO., at Grantees' request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the Note described. The vendor's lien and superior title to the property are retained for the benefit of ELSA STATE BANK & TRUST CO., and are transferred to that party without recourse on Grantor.

RGV RIVER FARM, LTD.

BY: AMERICAN ADVISORY GROUP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____
JOHN LEE LACKEY, President

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 21st day of March, 2005, by **JOHN LEE LACKEY, President of AMERICAN ADVISORY GROUP, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS GENERAL PARTNER OF RGV RIVER FARM, LTD.**, in the capacity therein stated.

YVETTE AGUIRRE
Notary Public
State of Texas
My Comm. Exp. 06-26-2006

_____
Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: Mar 28,2005 at 11:44A

As a Recording

Document Number: 1451140
Total Fees : 16.00

Receipt Number - 662651
By,
Rene Perez, Deputy

AFTER RECORDING RETURN TO:
ARTURO ORTEGA and wife, SONJA ORTEGA
4001 La Hacienda
Weslaco, Texas 78596

PREPARED IN THE LAW OFFICE OF:
JOHN KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: GF3109472:YA/rr

Leonel Garza Jr. & Associates LLC

Appraisal Services Questionnaire – Mile 2 West Road Project

January 5, 2007

The following information is required in order to expedite the completion of appraisal reports requested by Hidalgo County Right-of-Way Department. If there are any questions or concerns, you can contact Leonel Garza III of Leonel Garza Jr. & Associates LLC at (956) 687-7295 or by email at leonel3@aol.com.

1. **Parcel No. (See Representative):** 117
2. **Owner(s) of Record:** Arturo and Sonja Ortega
3. **Who Is Authorized To Make Decisions For This Property?** Arturo and Sonja Ortega
4. **Contact Numbers:** 778-8252, 968-9604
5. **Mailing Address:** 4001 La Hacienda, Weslaco, TX 78596
6. **Date of Purchase:** January 2005
7. **Original Purchase Price of Property:** $225,000.00
8. **Number of Acres Purchased:** 40
9. **Do You Have A Current Survey of The Subject Property?**
   ☑ Yes ☐ No
10. **Do You Have An Opinion of Value of Your Property?**
    ☑ Yes ☐ No
    Explain $425,000.00
11. **Have There Been Any Recent Changes In Ownership In The Past Five Years?**
    ☐ Yes ☑ No
    Explain
12. **Are There Any Leases and or Pending Subdivisions?**
    (building leases, farming leases, re-platting, proposed subdivision ect.)
    ☑ Yes ☐ No
    Explain Platon Farms Inc. Lease for farming

Leonel Garza Jr. & Associates LLC

Appraisal Services Questionnaire – Mile 2 West Road Project

13. Any Underground Site Improvements Along The Frontage Of The Subject Property?

☑ Yes ☐ No

Explain Irrigation Line

14. Comments, Concerns or Special Request: none

15. Does the Office of Leonel Garza Jr. & Associates LLC have permission to enter your property to photograph and measure any land and improvements which may be affected by the proposed acquisition?

☑ Yes ☐ No

Would you like to be with the Appraiser for an on-site inspection of the subject property?

☐ Yes ☑ No

If NO, do you acknowledge that the Appraiser has afforded you or representative the opportunity to inspect the subject property, but decline?

☑ Yes ☐ No

Note: Leonel Garza Jr. & Associates LLC shall be available during normal working hours to answer any questions or concerns you may have in the future. Please be sure to detach the business card attached which contains the contact information of Leonel Garza Jr. & Associates LLC.

Authorized Signature

1-10-07
Date

Sonia Ortega
Print Name

AI-13833 **16.B.**

Authorization for Additional Right of Way

CC REGULAR

Date:	02/09/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for surveys, metes & bounds, title reports, appraisals and acquisition of additional right of way on Reba Lane north of Dicker Road. (Resub'd of Lot 5 Block II A. J. McColl Subdivision)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-122-454-0-339

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

BUDGETARY IMPACT:

Available balance is $5,290.35 in 2008, as of 2/5/09.

Attachments

Link: Reba Lane

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/05/2009 07:43 AM	APRV
2	Dale Kennan	Dale Kennan	02/05/2009 09:34 AM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Sandra Garcia — Started On: 02/04/2009 05:02 PM

Final Approval Date: 02/06/2009

Scale: 1" = 100'

BEGIN PROJECT
(McCOLL ESTATES)
STA. 0+5.25
MATCH EXIST. PAVEMENT
CSJ: XX-XXXX-XXX

END PROJECT
(McCOLL SUBDIVISION)
STA. 13+15.00
CSJ: XX-XXXX-XXX

LOT 5, BLOCK II
A.J. McCOLL SUBDIVISION

LOT 42 | LOT 41 | LOT 40 | LOT 39 | LOT 38 | LOT 37

Prop. 20.00' Add. R.O.W.
Exist. 40.00' Road R.O.W.
DENNY DRIVE
Exist. 60.00' Road R.O.W.
Prop. 32.00' B-B RDWY.
GREG DRIVE
Exist. 60.00' Road R.O.W.
Prop. 45.00' Road R.O.W.
Prop. 20.00' Add. R.O.W.
JEFF DRIVE
Exist. 50.00' Road R.O.W.

BOP Sta = 0+00.00
0+05.25
EOP Sta = 13+15
POT 12+95.00

REBA LANE

VALLE DE LA PRIMAVERA SUBD.

Existing Drain Ditch

85.00' H.C.I.D. No. 2 R.O.W.

DICKER ROAD

Exist. 20.00' Road R.O.W.

GARZA TERRACE SUBDIVISION

42 | 41 | 40 | 39 | 38 | 37 | 36 | 35 | 34 | 33 | 32 | 31 | 30 | 29 | 28 | 27 | 26 | 25

VILLA SAN MIGUEL SUBD. PH-4

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2587 • (FAX) 956 782-2353

PRELIMINARY-FOR REVIEW ONLY

These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under the supervision of:

RAMIRO GUTIERREZ 65949 PE#
Print Name Date

REBA LANE
PROPOSED RIGHT OF WAY MAP

CITY OF PHARR

REVISION	DATE	BY

SCALE:1:50
DATE: 02-04-09
FB. No.:
SURVEY BY:
DRAWN BY: NML
PREPARED BY: R.G.
CHECKED BY: R.G.

SHEET 1
OF 1

User: NELLY
File Path:F:\2008\ENG\019b-BCAP Reba Drive\PROJECT\Stripmap\RebaLine.dwg
Date: Tuesday, October 14, 2008 Time:10:21 AM

AI-13754 **17.A.**

ACS INVOICE

CC REGULAR

Date:	02/09/2009
Submitted By:	Priscilla Garcia, COUNTY CLERK
Submitted For:	Arturo Guajardo
Department:	COUNTY CLERK
Agenda Category:	County Clerk

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of payment for the following invoice: Invoice No. 351506 in the amount of $775,737.20 to ACS Government Record Services for (Document Scanning SO# 10567181 RFP No. 205-262-08-03-LHS) Contract C-05-262-11-01 and (Document Indexing SO# 10567181 RFP No. 2005-262-08-03-LHS) Contract C-05-262-11-01 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-40-180-002-0-341

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

BUDGETARY IMPACT:

Available Balance as of 2-2-09 $200,000.00. Funding for the difference is pending approval of AI #13749, appropriation for the Co. Clerk Records Archive in the amount of $575,738.00.

Attachments

Link: ACS Government Record Services

Link: ACS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/02/2009 03:23 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/02/2009 04:32 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Priscilla Garcia — Started On: 02/02/2009 02:54 PM

Final Approval Date: 02/06/2009

ACS Government Record Services

A C S®

INVOICE

Invoice 351506
Page Number: 1
Date: 12/23/2008
Customer: 289633

Please Remit Payments To:
Affiliated Computer Services
P.O. Box 201322
Dallas TX 75320-1322

SOLD TO: HIDALGO COUNTY CLERK
HONORABLE ARTURO GUAJARDO
P.O. BOX 58
EDINBURG TX 78540

SHIP TO: HIDALGO COUNTY CLERK
ATTN: ARTURO GUARJARDO JR
100 N. CLOSNER
EDINBURG TX 78539

Amount Enclosed:

ORDER NO.	CUSTOMER #	CUSTOMER PO	TERMS	DUE DATE
432083	289633		Due Upon Receipt	12/23/2008

ITEM NO.	DESCRIPTION	UM	QUANTITY	UNIT PRICE	AMOUNT
28550000	**Document Scanning** **SO # 10567181** RFP No. 205-262-08-03-LHS Contract C-05-262-11-01 1,207,350 images billed 6/30/06 2,423,198 total scanned images for the project	EA	1,225,848	0.3450	422,917.56
28550000	**Document Indexing** **SO # 10567181** RFP No. 2005-262-08-03-LHS Contract c-05-262-11-01 402,450 documents billed 6/30/06 1,086,209 total documents indexed for the project	EA	683,759	0.5160	352,819.64

INVOICE RECEIVED BY
_____ on 1/21/09
GOODS/SERVICES RECEIVED BY
_____ on 1/21/09
9-1100-415-40-180-002-0-341

The following ship tickets are included on this invoice:

Subtotal:	$775,737.20
Tax:	
Total:	$775,737.20

PURCHASING DEPARTMENT
County Of Hidalgo

September 21, 2005

Lynn Moore, Sr., President
A C S GOVERNMENT RECORD MANAGEMENT SERVICES
2800 West Mockingbird Lane
Dallas, Texas 75235

VIA FAX (214) 358-1622
VIA E-MAIL lynn.moore@acs-inc.com

RE: RFP NO. 2005-262-08-03
HIDALGO COUNTY CLERK'S OFFICE - "BACK SCANNING AND INDEXING OF DEED RECORDS"

Dear Mr. Moore,

Pursuant to action taken by Commissioner's Court on Tuesday, September 20, 2005 on the referenced Request for Proposals, **ACS Government Record Management Services** has been ranked and approved to proceed with the negotiations process. As part of the negotiations process, we are requesting that you submit your Best and Final Offer (BAFO) on the rates submitted for the following categories:

CATEGORIES	PROPOSAL SUBMITTED	BEST AND FINAL OFFER (BAFO)
INDEXING Price Per Document (Average 3 Page Per Document)	**$ .516**	
SCANNING Price Per Page	**$ 0.345**	

Your company and the County of Hidalgo have enjoyed a mutual relationship for the past twelve (12) years. Hidalgo County is very pleased with the services rendered by **A C S Government Record Management Services** to date. The County is committed to negotiating a contract that will be beneficial to both parties. In this spirit of cooperation we ask that you respectfully re-consider the rates you are proposing and submit your Best and Final Offer (BAFO) by no later than 5:00 P.M. on Thursday, September 29, 2005.

Please submit your Best and Final Offer (BAFO) Via Facsimile No. (956) 318-2629 or Via Email leticia.saenz@co.hidalgo.tx.us and mail the original to our office.

Thank you in advance for your prompt attention to this request. Should you have any questions or require additional information, please do not hesitate to contact me (956) 318-2771.

Sincerely,

Leticia H. Saenz, CPPB/Buyer II
Hidalgo County Purchasing Department

9.26.05 -
Our original proposal and prices were our best and final offer.
ACS/Government Records Management
Lynn Moore

xc: Hon. Juan D. Salinas, County Clerk — Via E-Mail jdsalinas@hidalgocountyclerk.us
Arturo Guajardo, Chief Deputy — Via E-Mail aguajardo@hidalgocountyclerk.us
Annette Muniz, Office Manager — Via E-Mail acmuniz@hidalgocountyclerk.us
Hidalgo County Clerk's Office — & Via Facsimile

File

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: February 2, 2009

TO: Hidalgo County Auditor – Mr. Eufracio

FR: Priscilla Garcia, County Clerk Department

RE: ACS Government Record Services

The County Clerk's Office requests a payment to be made to ACS Government Record Services for invoice number 351506 in the amount of $775,737.20. This invoice is for Document Scanning SO# 10567181 RFP No. 205-262-08-03-LHS Contract C-05-262-11-01 and Document Indexing SO# 10567181 RFP No. 2005-262-08-03-LHS Contract C-05-262-11-01. The payment of $775,737.20 will be taken from account 9-1100-415-40-180-002-0-341. Should you have or need further information, please contact me at (956) 318-2100 or by fax (956) 318-2067.

TOTAL $775,737.20

Account # 9-1100-415-40-180-002-0-341 $775,737.20

P.O. Box 58 • Edinburg, Texas 78540 • 956-318-2100 • Fax 956-3182105
www.hidalgocountyclerk.us

AI-13796 **18.A.**

Cell Phone Delete Service

CC REGULAR

Date: 02/09/2009
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: Tax Office

Information

CAPTION

Pursuant to Hidalgo County Telephone Policy, presentation for consideration, acceptance and approval of Cellular Request Form (to delete service) for the following elected official(s), department head(s), program director(s) and employee(s):

Department Name:	Name of Employee:	Plan:	Equipment Type:
Tax Office	Armando Barrera Jr.	BE 1000	I335

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-15-140-001-0-532

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

BUDGETARY IMPACT:

No Budgetary Impact - Deleting services

Attachments

Link: Cell Phone Delete Service

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 10:34 AM	APRV
2	Roland Garcia	Rolando Garcia	02/04/2009 03:06 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Griselda Salazar — Started On: 02/04/2009 09:41 AM

Final Approval Date: 02/06/2009

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-279-6418)
☐ Plan change
☐ User Name Change
☒ Delete Service
☐ Other_____

(2) Requesting employee/position: Armando Barrera Jr. (Tax Assessor/Collector

Employee ID #: 663 Office: Tax Office **Budget Acct. #:** 9-1100-415-15-140-001-0-531

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement ☐Emergency Response ☐Other:_____

(4) Describe how cell phone will be used:_____

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☐ BE1000	☐ Data Plan	☒ Equipment Type	☐ Equipment Cost
Plan Cost	$____	$55.00	$55.00	I335	$____

(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently _____

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	ARMANDO BARRERA JR. TAX A/C	5/2/09

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

AI-13795 **19.A.**

Cell Phone Delete Service
CC REGULAR

Date: 02/09/2009
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: Precinct #3

Information

CAPTION

Pursuant to Hidalgo County Telephone Policy, presentation for consideration, acceptance and approval of Cellular Request Form (to delete service) for the following elected official(s), department head(s), program director(s) and employee(s):

Department Name:	Name of Employee:	Plan:	Equipment Type:
Commissioners Pct. 3	Cynthia D. Sandoval	BE 1000	IC 502

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No Budgetary Impact - Deleting Services

Attachments

Link: Cell Phone Delete Service

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 10:33 AM	APRV
2	Roland Garcia	Rolando Garcia	02/05/2009 09:27 AM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Griselda Salazar — Started On: 02/04/2009 08:58 AM

Final Approval Date: 02/06/2009

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
☐ User Name Change
☒ Delete Service
☐ Other_____

(2) Requesting employee/position: Cynthia D. Sandoval

Employee ID # 148393 Office: Pct. 3 Budget Acct. #:_____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement ☐Emergency Response ☐Other:_____

(4) Describe how cell phone will be used:_____

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☐ BE1000	☐ Data Plan	☒ Equipment Type	☐ Equipment Cost
Plan Cost	$_____	$55.00	$55.00	IC Tw2	$_____

(6) Will phone be used outside of the County of Hidalgo _____ If yes indicate where and how frequently _____

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	Joe M. Flores	2-2-09

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page
V5 – modified 3/12/2008

AI-13844 **19.B.**

Interlocal

CC REGULAR

Date:	02/09/2009
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

Requesting approval on Amendment to Interlocal Cooperation Agreement between the County of Hidalgo and the City of Mission.

BACKGROUND

Time Extension.

Fiscal Impact

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/05/2009 01:10 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/05/2009 05:10 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW
Form Started By: Norma Ceballos			Started On: 02/05/2009 10:07 AM	
Final Approval Date: 02/06/2009				

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND THE CITY OF MISSION

This AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN the **COUNTY OF HIDALGO** and the **City OF MISSION** (the "Amendment"), effective the _____ day of _____ 2009, is made between the County of Hidalgo ("County") and the City of Mission, ("City") pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about August 8, 2008 the County and City jointly undertook road improvements to Schuerbach Road a distance of One Thousand Six Hundred and Thirty Feet (1,630') as new construction, Old Military Road a distance of Seven Thousand Seven Hundred and Eighty Feet (7,780') with new overlay and Eight Hundred and Forty Feet (840') of new road construction south of Naba Park,

WHEREAS, due to unforeseen circumstances the parties are unable to complete the tasks identified in the Interlocal Agreement during the timeframe stated in the Interlocal Agreement; and

WHEREAS, the County and the City now desire to amend the Interlocal Cooperation Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by the parties and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon Amendment to the Interlocal Cooperation Agreement, the County and the City hereby agree to the following amendments to the Interlocal Cooperation Agreement:

1. Paragraph 8 is deleted in its entirety and the following is inserted in lieu thereof:

   The City and County shall coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will use their best efforts to complete the Road Improvements no later than 360 days from execution of this Agreement.

2. Except as modified herein, all terms and conditions of the Interlocal Agreement, as amended, remain in full force and effect and the County and the City ratify and confirm the terms and provisions of the Interlocal Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

THE CITY OF MISSION

_____
Norberto Salinas, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

_____
J.D. Salinas, III County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

_____
By: Stephen L. Crain

AI-13834 **20.A.**

Appropriation for Hurricane Dolly Expenditures (25% of Ashbritt Invoices) CC REGULAR

Date: 02/09/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Office

Information

CAPTION

1. Authorization for County Treasurer to issue payment to Ashbritt Environmental, Inc. for invoices totaling $1,137,997.54 after Auditor review and and audit procedures have been completed.
2. Approval and authorization of 2009 appropriation in the amount of $284,499.39 (25% of Ashbritt Invoices) from General Fund (1100) unreserved fund balance as per Texas Local Government Code Section 111.070 to address emergency expenditures related to Hurricane Dolly.
3. Approval and authorization to set up a receivable in the amount of $853,498.15 which represents a 75% reimbursement from FEMA and or Local Jurisdictions for debris removal.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-072-0-350
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available for appropriation as of 2/4/09.

Attachments

Link: appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rey Salazar	Rey Salazar	02/05/2009 04:01 PM	APRV
2	Budget & Management	Veronica Lopez	02/05/2009 04:29 PM	APRV
3	Rey Salazar	Rey Salazar	02/05/2009 04:40 PM	APRV
4	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Manuel Chapa — Started On: 02/04/2009 05:11 PM

Final Approval Date: 02/06/2009

DATE: February 4, 2009

AI#13834

DEPARTMENT HEAD: Raul Siguero

DEPARTMENT NAME: Dept. of Budget & Mgmt for Hurricane Dolly (1100)

ACCOUNT NUMBER: 9-1100-415-00-115-072-0-350

Contact Person: Rey Salazar **Ph#** (956) 292-7025 Ext. 5426

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-415-00-115-072-0-350	HURRICANE DOLLY - CONTRACTUAL SERVICES	284,499.39
	TOTAL BUDGET INCREASE (DECREASE)	$ 284,499.39

REASON: To appropriate funding for debris collection and removal contractual obligations related to Hurricane Dolly.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-13863 **20.B.**

Veterans Services - Reclassifications of two positions

CC REGULAR

Date:	02/09/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Veterans Services (1100):
1. Approval to reclassify position slot # 007 from Administrative Assistant, to Veterans Service Officer Assistant, change in title only. Reviewed and recommended as per section 3.22 of the Civil Service Commission Rules.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: Personnel Adjustment Request Form

Link: Fiscal Note

Link: New Job Description

Link: Old - Job Description

Link: Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	02/05/2009 04:32 PM	APRV
2	Budget & Management	Veronica Lopez	02/05/2009 04:36 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	02/05/2009 04:52 PM	APRV
4	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Sylvia Solis — Started On: 02/05/2009 02:44 PM

Final Approval Date: 02/06/2009

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Veterans Services/370

DATE:

CURRENT POSITION TITLE: Administrative Assistant

CURRENT SLOT. #: 0007

REQUESTED POSITION TITLE:
(For new positions or reclassifications) Veterans Service Officer Assistant

REQUEST FOR:

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

*Civil Service Positions are submitted to the Civil Service Commission. (title change only)

POSITION SALARY REQUEST:

Salary Amount: $ 50,669.00 (Current Budgeted Salary) $ 50,669.00 (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	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☐
N/A	☐		

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

To aid residents of the country who served in the U.S. Armed Forces during any war or peace-time enlistment in preparing, submitting and preparing any claim against the U.S. or any state, for compensation, hospitalization, insurance, pension, education, or other benefits to which they may be entitled.

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

Veterans Service Officer Assistant will be responsible for the daily operations of the office, coordinating appointments for veterans and their dependents with the Veterans Services office and satellite offices.

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

Transfer to Veterans Services change in scope of responsibilities to better serve Hidalgo County Veterans residing in the east portion of the county. This will establish a Veterans Services representative in every precinct thus maximizing services to our veterans.

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

See attached job description.

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

This request is essential due to state mandated certification requirements and enable trained and certified personnel to better serve our veteran population.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	01/26/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	2/05/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero, Budget Officer
CC Date: Friday, February 06, 2009 **Agenda Item:** AI-13863

Summary of request/proposal:
Veterans Services is requesting the approval to reclassify one (1) Administrative Assistant position (slot # 0007) budgeted at $50,669.00 to Veterans Service Officer Assistant at same salary, effective next full pay period (02/16/09). Reviewed and recommended as per section 3.22 of the Civil Service Commission Rules.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Veterans Service Officer Assistant	0007	113	50,669.00	N/A	0.00
				50,669.00	0.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-444-00-370-001-0	113	VETERANS SERVICES -	PERM F/T EMPLOYEES	$0.00
9-1100-444-00-370-001-0	211	VETERANS SERVICES -	HEALTH INSURANCE	$0.00
9-1100-444-00-370-001-0	212	VETERANS SERVICES -	LIFE INSURANCE	$0.00
9-1100-444-00-370-001-0	220	VETERANS SERVICES -	FICA	$0.00
9-1100-444-00-370-001-0	230	VETERANS SERVICES -	RETIREMENT	$0.00
9-1100-444-00-370-001-0	250	VETERANS SERVICES -	UNEMPLOYMENT COMP	$0.00
9-1100-444-00-370-001-0	260	VETERANS SERVICES -	WORKER'S COMP	$0.00
			2009 Budgetary Impact	$0.00

2010 Budgetary Impact: **No Budgetary Impact**

Possible Funding Sources: **General Fund**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
VETERANS SERVICE DEPARTMENT

Job Title: Veterans Service Officer Assistant **FLSA Status: ~~Exempt~~ Non Exempt**
Department: 370-0002 **Civil Service Status: Non Exempt**

JOB SUMMARY:
Veterans Service Officer Assistant will be responsible for the daily operations of the office, coordinating appointments for veterans an their dependents with Veterans Service Office and satellite offices.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Responsible for ordering supplies, preparing reports and maintenance of computer systems.
- Increase Veteran HealthCare Enrollment into the VA South Texas HealthCare System.
- Increase veterans' recruitment to maximize health services and compensation as well as pension.
- It provides for an effective Outreach service for our 35,000 county veteran populations.
- Will establish and coordinate extension offices at county precincts designated.
- Assume responsibility to extend all veteran services and conduct presentations to enhance recruitment.
- Must function as a liaison between agencies such as Department of Veterans Affairs and Veterans Administration Medical Centers.
- Maintain case management records and appropriate veterans' documents.
- Focus on improving the veterans' quality of life for both the veteran and dependents.
- Provides assistance to veterans an their dependents regarding VA benefits entitlement.
- Liaison between the veteran and service organizations which assists veterans in conducting business with the Department of Veterans Affairs.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County only if those duties are related to services provided to the Veterans' community.
- Ability to work well with others.
- Regular attendance is a must.
- Other duties assigned by the Veterans Service Officer

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and

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 graduate or its equivalent plus (2) years of Administrative training; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities.
- Bilingual is preferred.

CERTIFICATES, LICENSE, REGISTRATIONS:

- Employee must have proof of a current valid Texas Motor Vehicle Operators license and proof of current liability insurance.

OTHER SKILLS AND ABILITIES:

- Must be thoroughly knowledgeable of all office equipment to include fax, scanner, and computer system- Windows 98, Quatro Pro, Graphic Arts and Corel Word Perfect Suite 7/Microsoft 5.0.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to sit and talk and listen. The employee is required to stand; walk; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms and stoop and 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, distance vision, peripheral vision, depth perception and the ability to adjust focus.

WORK ENVIROMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical 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
- Working alone

HIDALGO COUNTY
DEPARTMENT'S NAME

Job Title: **Administrative Assistant** **FLSA Status:** **Exempt**

Dept No: **370-001** **Civil Service Status:** **Non-Exempt**

SUMMARY:
Administrative Assistant/Assistant Veterans Service Officer will be responsible for the daily operations of the office, coordinating appointments for veterans and their dependents with Veterans Service Office and satellite offices.

ESSENTIAL DUTIES AND RESPONSIBILITES:

- Duties will include receipt and disbursement of mail, accounts receivable and payable, purchasing operations, maintain employee time records, supervision of office help (VA work-study employees);
- Other duties assigned by the Veterans Service Officer;
- Responsible for ordering supplies, preparing reports and maintenance of computer systems;
- Administrative Assistant will be the Accounts Payable/Budget Control Liaison with the Auditor's Office and must be knowledgeable of the Department's budget and Hidalgo County Purchasing Policies;
- Provides assistance to veterans and their dependents regarding VA benefits entitlement;
- Liaison between the veteran and service organizations which assist veterans in conducting business with the Department of Veterans Affairs;
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County only if those duties are related to services provided to the Veteran's community;
- Ability to work well with others;
- Regular attendance is a must;

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 GED plus;
- Two (2) years of Administrative training or;
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities;
- Bilingual is preferred;

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;
- Certification as a Notary Public;
- Bondable;

OTHER SKILLS AND ABILITIES

- Must be thoroughly knowledgeable of all office equipment to include fax, scanner and computer system – Windows 98, Quatro Pro, Graphic Arts and Corel Word Perfect Suite 7/Microsoft 5.0.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;

PHYSICAL DEMANDS:

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

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

The employee must occasionally lift and/or move over twenty (20) 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;
- working alone;

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations;

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1100-444-00-370-001-0

AI - 13863

VETERAN'S SRV

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	VETERANS SERVICES	51,480.00	0.00	51,480.00	0.05	2,574.00	0.00	54,054.00	54,054.00	300.00	0.00	0.00	8,000.00	0.00	62,354.00
2	113	ADMINISTRATIVE ASSISTANT	41,600.00	0.00	41,600.00	0.05	2,080.00	0.00	43,680.00	41,496.00	0.00	0.00	0.00	2,000.00	0.00	43,496.00
4	113	ADMIN ASST VSO	26,158.00	0.00	26,158.00	0.05	1,307.90	692.10	28,158.00	28,158.00	0.00	0.00	0.00	1,800.00	0.00	29,958.00
5	113	SECRETARY	22,000.00	0.00	22,000.00	0.05	1,100.00	900.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
6	113	CLERK	19,574.00	0.00	19,574.00	0.05	978.70	1,021.30	21,574.00	21,574.00	0.00	0.00	0.00	0.00	0.00	21,574.00
7	113	**Veteran's Service Officer Assistant** ~~ADMINISTRATIVE ASSISTANT~~	0.00	48,256.00	48,256.00	0.05	2,413.00	0.00	50,669.00	50,669.00	0.00	0.00	0.00	0.00	0.00	50,669.00
8	113	ADMINISTRATIVE AIDE	0.00	45,443.00	45,443.00	0	0.00	0.00	45,443.00	45,443.00	300.00	0.00	0.00	0.00	0.00	45,443.00
			160,812.00	93,699.00	254,511.00		10,453.60	2,613.40	267,578.00	265,394.00	600.00	0.00	0.00	11,800.00	0.00	277,494.00

Approval to reclassify one (1) Administrative Assistant position, slot no. 0007 budgeted at 50,669.00 to Veterans Service Officer Assistant at same salary, effective next full pay period (02/16/09). Reviewed and recommended as per section 3.22 of the Civil Service Commission Rules.

AI-13854 **20.C.**

Position Reclassification

CC REGULAR

Date:	02/09/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Health & Human Services-Health Division
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Health Division (1293 Program Income)
1. Approval to reclassify position slot #0018 from Personnel Officer - budgeted salary 47,901.00 to Personnel Manager - budgeted salary $57,901.00, effective 02/16/09. Reviewed and recommended as per section 3.22 of the Civil Service Commission Rules.
2. Approval to create slot no. G021 (fund 1293 program income) to allocate the increase of $10,000.00 in budgeted salary for the Personnel Manager position.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

Available lapsed funds as of 02/05/09. Funding pending CC approval. rc
Program income budget 340-005 is prepared and appropriated after auditor's review of fund 1293 accounts. The continuation of payroll previously approved by CC on December 23, 2009.

Attachments

Link: Job Descriptions
Link: PAR form
Link: Reclassificiation Committee Adjust Recommendation form
Link: Fiscal Note
Link: Revised Salary Schedule 340-003
Link: Revised Salary Schedule 340-005

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	02/05/2009 04:48 PM	APRV
2	Budget & Management	Veronica Lopez	02/05/2009 04:52 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/05/2009 05:12 PM	APRV

4	Auditor's Office	02/06/2009 08:34 AM	NEW
Form Started By: Rosie Cantu		Started On: 02/05/2009 01:23 PM	
Final Approval Date: 02/06/2009			

New

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title: Personnel Manager **FLSA Status:** Exempt

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

SUMMARY:

Responsible for administration of all Human Resource activity. Work involves compiling and tabulating data and maintaining personnel records in compliance with established procedures. Communicates with public as necessary. Performs functions under the direction of the Director.

QUALIFICATION REQUIREMENTS:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Maintains time & leave accounting system verifies daily absence reports, leave requests and compensatory time request. Maintains leave records, reviews and corrects time sheet prior to submission to the County Auditors/Payroll Office.
- Responsible for processing- in new employees and termination of employees. Maintains all department personnel files.
- Assists in processing salary, labor, and travel claims. Distributes payroll and travel checks to employees.
- Responsible for all incident reports for Workman's Compensation Claims (WCC) and maintains the WCC file.
- Responsible for all personnel requestions to the County Personnel Office, assists with setting up interviews, and serves on interview panels.
- Will assist divisional directors in complaining with County and Civil Service procedures regarding each or their assigned staff.
- Responsible to assist the Health Department's CFO in grant and budgetary information regarding departments employees.
- Will assist in the maintenance and reviewing staffing outcomes as required by the DSHS accountable systems.
- Responsible for all Health & Human Services personnel administration to include an additional 32 employees merged from Human Services.
- Responsible for computerized time clock/payroll activity.
- Assists the CFO in the maintenance of budgetary activity.
- Conducts personnel productivity analysis.
- Assists with other duties as assigned (mailrun, switchboard).

EDUCATION AND EXPERIENCE:

- High School Graduate or GED plus 8 years of on the job experience in Health Department Administration.
- 1 year of technical school may be substituted for 2 years of required experience.

CERTIFICATES, LICENSES, REGISTRATIONS:

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

OTHER SKILLS AND ABILITIES:

- Ability to communicate effectively orally and in writing.
- Computer data entry skills.

New

- Knowledge of basic Arithmetic
- Secretarial skills
- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

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

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

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

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

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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

Revised 04/01

old

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title:	Personnel Officer	**FLSA Status:**	~~Non-Exempt~~ Exempt
Dept. Code:	340	**Civil Service Status:**	Non-Exempt

SUMMARY:
Performs a variety of routine moderately complex typing and clerical tasks such as posting absence reports, salaries and payroll. Work also involves compiling and tabulating data and opening and maintaining personnel records for conformance with established procedures. Communicates with public as necessary. Performs functions under the direction of the Director.

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Maintains time & leave accounting system verifies daily absence reports, leave requests and compensatory time request. Maintains leave records, reviews and corrects time sheet prior to submission to the County Auditors/Payroll Office.
- Responsible for processing- in new employees and termination of employees. Maintains all department personnel files.
- Assists in processing salary, labor, and travel claims. Distributes payroll and travel checks to employees.
- Responsible for all incident reports for Workman's Compensation Claims (WCC) and maintains the WCC file.
- Responsible for all personnel requestions to the County Personnel Office, assists with setting up interviews, and serves on interview panels.
- Will assist divisional directors in complaining with County and Civil Service procedures regarding each or their assigned staff.
- Responsible to assist the Health Department's CFO in grant and budgetary information regarding departments employees.
- Will assist in the maintenance and reviewing staffing outcomes as required by the DSHS accountable systems.
- Assists with other duties as assigned (mailrun, switchboard and yearly budgets).
- Other duties as assigned.

EDUCATION AND EXPERIENCE:
- High School Graduate or GED plus 3 years of on the job experience in Health Department Administration.
- 1 year of technical school may be substituted for 2 years of required experience.

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

OTHER SKILLS AND ABILITIES:
- Ability to communicate effectively orally and in writing.
- Computer data entry skills.
- Knowledge of basic Arithmetic
- Secretarial skills

- Maybe be required to work other than normal or scheduled hours including weekends and holidays.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

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

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

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

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

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

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

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

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

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

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health & Human Services / 340 **DATE:** January 28, 2009

CURRENT POSITION TITLE: Personnel Officer **CURRENT SLOT. #:** 340-003-0018 / # 340-005-G021

REQUESTED POSITION TITLE: Personnel Manager
(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: $ 47,901 (Current Budgeted Salary) $ 57,901 (Proposed Budgeted Salary) $ 10,000 (Net Change)

Position to be funded from one of the following:

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

☑ Other Program Income funds - $10,000 increase to be applied/funded from 340-005 under new proposed slot #G021.

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☑
Non-Exempt	☑	Non-Exempt	☐
N/A	☐		

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

Hidalgo County Health & Human Services Department has fully transitioned its personnel administration activity to include the addition of 32 employees from the Human Services Division. The need for a Personnel Manager to maintain all employee personnel files, all computerized time clock/payroll records and insure daily adherence to all procedural requirements for an office of approximately 190 employees within 8 locations throughout the county is essential for the successful operations of our department.

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

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

see attached job descriptions

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	1-28-2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2. HUMAN RESOURCES DIRECTOR	2/3/2009 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	2/3/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: HEALTH & HUMAN SERV.-HEALTH DIVISION **REQUEST DATE: 01/27/09**

DEPARTMENT NUMBER: 340 **PROGRAM NUMBER: 003/005**

CURRENT SLOT #: 340-003-0018 / 340-005-G021

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

PERSONNEL OFFICER	$47,901.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED ADJUSTMENT:

PERSONNEL DIRECTOR ~~MANAGER~~	$57,901.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

PERSONNEL ~~DIRECTOR~~ manager	$57,901.00
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SALARY INCREASE IN THE AMOUNT $10, 000.00 WILL BE APPLIED/ FUNDED FROM PROGRAM INCOME 340-005.

SIGNATURES

Human Resources Representative	**Date** 2/3/2009
County Treasurer Representative	**Date** 02/03/09
Budget & Management Representative	**Date** 2/3/2009

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero, Budget Officer
CC Date: Monday, February 09, 2009 **Agenda Item:** 13854

Summary of request/proposal:
The Health & Human Services- Health Division department is requesting approval to reclassify one Personnel Officer budgeted at $47,901.000 to Personnel Manager budgeted at $57,901.00 effective next full pay period (02/16/09). Increase to be cost allocated to program income account fund (1293) under proposed slot no. G021.

Program Income

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1293	PERSONNEL MANAGER	G021	113	0.00	10,000.00	10,000.00
				0.00	10,000.00	10,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1293-441-00-340-005-0-	113	H.D. ADM-	PERM F/T EMPLOYEES	8,773.95
9-1293-441-00-340-005-0-	211	H.D. ADM-	HEALTH INSURANCE	3,653.47
9-1293-441-00-340-005-0-	212	H.D. ADM-	LIFE INSURANCE	23.69
9-1293-441-00-340-005-0-	220	H.D. ADM-	FICA	671.21
9-1293-441-00-340-005-0-	230	H.D. ADM-	RETIREMENT	791.41
9-1293-441-00-340-005-0-	250	H.D. ADM-	UNEMPLOYMENT COMP	43.87
9-1293-441-00-340-005-0-	260	H.D. ADM-	WORKER'S COMP	17.55
			2009 Budgetary Impact	13,975.15

2010 Budgetary Impact: **$15,928.00**

Possible Funding Sources: **FUND 1293 (340-005)**

General Fund

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	PERSONNEL MANAGER	0018	113	47,901.00	N/A	0.00
				47,901.00	0.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-441-00-340-003-0-	113	HEALTH CLINICS-	PERM F/T EMPLOYEES	$0.00
9-1100-441-00-340-003-0-	211	HEALTH CLINICS-	HEALTH INSURANCE	$0.00
9-1100-441-00-340-003-0-	212	HEALTH CLINICS-	LIFE INSURANCE	$0.00
9-1100-441-00-340-003-0-	220	HEALTH CLINICS-	FICA	$0.00
9-1100-441-00-340-003-0-	230	HEALTH CLINICS-	RETIREMENT	$0.00
9-1100-441-00-340-003-0-	250	HEALTH CLINICS-	UNEMPLOYMENT COMP	$0.00
9-1100-441-00-340-003-0-	260	HEALTH CLINICS-	WORKER'S COMP	$0.00
			2009 Budgetary Impact	$0.00

2010 Budgetary Impact: **$0.00**

Possible Funding Sources: **NO BUDGETARY IMPACT**

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1100-441-00-340-003-0
HEALTH CLINICS

AI-13854

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	NURSE/MIDWIFE	$87,129.00	$0.00	$87,129.00	0.05	$4,356.45	$0.00	$91,485.45	$91,485.00	$300.00	$0.00	$0.00	$0.00	$0.00	$91,785.00
0002	113	FAM NURSE PRAC	$84,089.00	$0.00	$84,089.00	0.05	$4,204.45	$0.00	$88,293.45	$88,293.00	$0.00	$0.00	$0.00	$0.00	$0.00	$88,293.00
0003	113	DIR OF NURSING	$75,116.00	$0.00	$75,116.00	0.05	$3,755.80	$0.00	$78,871.80	$78,872.00	$780.00	$0.00	$0.00	$0.00	$0.00	$79,652.00
0004	113	CHIEF FINANCIAL OFFCR	$68,640.00	$0.00	$68,640.00	0.05	$3,432.00	$0.00	$72,072.00	$72,072.00	$300.00	$0.00	$0.00	$0.00	$0.00	$72,372.00
0005	113	ASST DIR NURSE	$66,289.00	$0.00	$66,289.00	0.05	$3,314.45	$0.00	$69,603.45	$69,603.00	$660.00	$0.00	$0.00	$0.00	$0.00	$70,263.00
0006	113	DIRECTOR OF OPERATIONS	$64,116.00	$0.00	$64,116.00	0.05	$3,205.80	$0.00	$67,321.80	$67,322.00	$660.00	$0.00	$0.00	$0.00	$0.00	$67,982.00
0007	113	RN TB CLIN SUP	$57,903.00	$0.00	$57,903.00	0.05	$2,895.00	$0.00	$60,798.00	$60,798.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,798.00
0008	113	RN CLINIC SUPR	$56,547.00	$0.00	$56,547.00	0.05	$2,827.35	$0.00	$59,374.35	$59,374.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$60,514.00
0009	113	RN CLINIC SUPR	$56,547.00	$0.00	$56,547.00	0.05	$2,827.35	$0.00	$59,374.35	$59,374.00	$840.00	$0.00	$0.00	$0.00	$0.00	$60,214.00
0010	113	RN CLINIC SUPR	$56,547.00	$0.00	$56,547.00	0.05	$2,827.35	$0.00	$59,374.35	$59,374.00	$660.00	$0.00	$0.00	$0.00	$0.00	$60,034.00
0011	113	RN CLINIC SUPR	$56,547.00	$0.00	$56,547.00	0.05	$2,827.35	$0.00	$59,374.35	$59,374.00	$780.00	$0.00	$0.00	$0.00	$0.00	$60,154.00
0012	113	RN CLINIC SUPR	$56,547.00	$0.00	$56,547.00	0.05	$2,827.35	$0.00	$59,374.35	$59,374.00	$0.00	$0.00	$0.00	$0.00	$0.00	$59,374.00
0013	113	RN SUPERVIS	$56,547.00	$0.00	$56,547.00	0.05	$2,827.35	$0.00	$59,374.35	$59,374.00	$660.00	$0.00	$0.00	$0.00	$0.00	$60,034.00
0014	113	RN SUPERVISOR	$54,774.00	$0.00	$54,774.00	0.05	$2,739.00	$0.00	$57,513.00	$57,513.00	$600.00	$0.00	$0.00	$0.00	$0.00	$58,113.00
0015	113	RN	$52,960.00	$0.00	$52,960.00	0.05	$2,648.00	$0.00	$55,608.00	$55,608.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,608.00
0016	113	RN	$52,960.00	$0.00	$52,960.00	0.05	$2,648.00	$0.00	$55,608.00	$55,608.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,608.00
0017	113	RN	$52,960.00	$0.00	$52,960.00	0.05	$2,648.00	$0.00	$55,608.00	$55,608.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,608.00
0018	**113**	**PERSONNEL MANAGER** ↓ ↓ **~~PERSONNEL OFFICER~~**	**$45,620.00**	**$0.00**	**$45,620.00**	**0.05**	**$2,281.00**	**$0.00**	**$47,901.00**	**$47,901.00**	**$1,380.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$49,281.00**
0019	113	LVN	$41,418.00	$0.00	$41,418.00	0.05	$2,070.90	$0.00	$43,488.90	$43,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,489.00
0020	113	LVN	$41,418.00	$0.00	$41,418.00	0.05	$2,070.90	$0.00	$43,488.90	$43,489.00	$360.00	$0.00	$0.00	$0.00	$0.00	$43,849.00
0021	113	LVN	$41,418.00	$0.00	$41,418.00	0.05	$2,070.90	$0.00	$43,488.90	$43,489.00	$480.00	$0.00	$0.00	$0.00	$0.00	$43,969.00
0022	113	LVN	$41,418.00	$0.00	$41,418.00	0.05	$2,070.90	$0.00	$43,488.90	$43,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,489.00
0023	113	LVN	$41,418.00	$0.00	$41,418.00	0.05	$2,070.90	$0.00	$43,488.90	$43,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,489.00
0024	113	LVN	$41,418.00	$0.00	$41,418.00	0.05	$2,070.90	$0.00	$43,488.90	$43,489.00	$900.00	$0.00	$0.00	$0.00	$0.00	$44,389.00
0025	113	LVN	$41,418.00	$0.00	$41,418.00	0.05	$2,070.90	$0.00	$43,488.90	$43,489.00	$300.00	$0.00	$0.00	$0.00	$0.00	$43,789.00
0026	113	LVN	$41,418.00	$0.00	$41,418.00	0.05	$2,070.90	$0.00	$43,488.90	$43,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,489.00
G027	113	EXECUTIVE SECR	$39,008.00	$0.00	$39,008.00	0.05	$1,950.40	$0.00	$40,958.40	$40,958.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$42,158.00
0028	113	SYS SUPPORT SPEC	$37,612.00	$0.00	$37,612.00	0.05	$1,880.60	$0.00	$39,492.60	$39,493.00	$300.00	$0.00	$0.00	$0.00	$0.00	$39,793.00
0029	113	TB RECORD MGR	$36,436.00	$0.00	$36,436.00	0.05	$1,821.80	$0.00	$38,257.80	$38,258.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$39,518.00
0030	113	MEDICAID BILL	$33,566.00	$0.00	$33,566.00	0.05	$1,678.30	$0.00	$35,244.30	$35,244.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$36,504.00
0031	113	BILLING SPECIALIST	$29,907.00	$0.00	$29,907.00	0.05	$1,495.35	$504.65	$31,907.00	$31,907.00	$660.00	$0.00	$0.00	$0.00	$0.00	$32,567.00
0032	113	MED MAT TECH I	$29,447.00	$0.00	$29,447.00	0.05	$1,472.35	$527.65	$31,447.00	$31,447.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$32,647.00
0033	113	MEDICAL ASST	$26,522.00	$0.00	$26,522.00	0.05	$1,326.10	$673.90	$28,522.00	$28,522.00	$420.00	$0.00	$0.00	$0.00	$0.00	$28,942.00
0034	113	MEDICAL ASST	$24,143.00	$0.00	$24,143.00	0.05	$1,207.15	$792.85	$26,143.00	$26,143.00	$600.00	$0.00	$0.00	$0.00	$0.00	$26,743.00
0035	113	CLERK	$23,564.00	$0.00	$23,564.00	0.05	$1,178.20	$821.80	$25,564.00	$25,564.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$26,584.00
0036	113	CLERK MANAGER	$23,563.00	$0.00	$23,563.00	0.05	$1,178.15	$821.85	$25,563.00	$25,563.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,563.00
0037	113	CLERK MANAGER	$23,563.00	$0.00	$23,563.00	0.05	$1,178.15	$821.85	$25,563.00	$25,563.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$26,823.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1100-441-00-340-003-0
HEALTH CLINICS

AI-13854

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	
0038	113	CLERK MANAGER	$23,563.00	$0.00	$23,563.00	0.05	$1,178.15	$821.85	$25,563.00	$25,563.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,563.00
0039	113	CLERK MANAGER	$23,563.00	$0.00	$23,563.00	0.05	$1,178.15	$821.85	$25,563.00	$25,563.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,043.00
0040	113	CLERK MANAGER	$23,533.00	$0.00	$23,533.00	0.05	$1,176.65	$823.35	$25,533.00	$25,533.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$26,913.00
0041	113	CLERK	$22,733.00	$0.00	$22,733.00	0.05	$1,136.65	$863.35	$24,733.00	$24,733.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$25,753.00
0042	113	LAB WORKER	$22,648.00	$0.00	$22,648.00	0.05	$1,132.40	$867.60	$24,648.00	$24,648.00	$720.00	$0.00	$0.00	$0.00	$0.00	$25,368.00
0043	113	COURIER CLERK	$22,000.00	$0.00	$22,000.00	0.05	$1,100.00	$900.00	$24,000.00	$24,000.00	$840.00	$0.00	$0.00	$0.00	$0.00	$24,840.00
0044	113	RECEPTIONIST	$22,000.00	$0.00	$22,000.00	0.05	$1,100.00	$900.00	$24,000.00	$24,000.00	$600.00	$0.00	$0.00	$0.00	$0.00	$24,600.00
0045	113	CLINIC AIDE	$22,000.00	$0.00	$22,000.00	0.05	$1,100.00	$900.00	$24,000.00	$24,000.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$25,140.00
0046	113	CLINIC AIDE	$22,000.00	$0.00	$22,000.00	0.05	$1,100.00	$900.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0047	113	INVENTORY SPECIALIST	$22,000.00	$0.00	$22,000.00	0.05	$1,100.00	$900.00	$24,000.00	$24,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,360.00
0048	113	CLERK	$22,000.00	$0.00	$22,000.00	0.05	$1,100.00	$900.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0049	113	CLERK	$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
0050	113	CLERK	$22,000.00	$0.00	$22,000.00	0.05	$1,100.00	$900.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0051	113	CLINIC AIDE	$22,000.00	$0.00	$22,000.00	0.05	$1,100.00	$900.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0052	113	CLINIC AIDE	$22,000.00	$0.00	$22,000.00	0.05	$1,100.00	$900.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0053	113	CLERK	$22,000.00	$0.00	$22,000.00	0.05	$1,100.00	$900.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0055	113	CLINIC AIDE	$22,000.00	$0.00	$22,000.00	0.05	$1,100.00	$900.00	$24,000.00	$24,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,360.00
0056	113	CLINIC AIDE	$22,000.00	$0.00	$22,000.00	0.05	$1,100.00	$900.00	$24,000.00	$24,000.00	$480.00	$0.00	$0.00	$0.00	$0.00	$24,480.00
0057	113	CLERK	$22,000.00	$0.00	$22,000.00	0.05	$1,100.00	$900.00	$24,000.00	$24,000.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,360.00
G058	113	PUBLIC HEALTH SPECIALIST	$17,053.00	$0.00	$17,053.00	0.05	$853.00	$0.00	$17,906.00	$17,906.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,906.00
G059	113	RN	$14,927.00	$0.00	$14,927.00	0.05	$746.35	$0.00	$15,673.35	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G060	113	LVN	$13,204.00	$0.00	$13,204.00	0.05	$660.00	$0.00	$13,864.00	$13,864.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$14,884.00
G061	113	LVN	$13,203.00	$0.00	$13,203.00	0.05	$660.00	$0.00	$13,863.00	$13,863.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13,863.00
G062	113	LVN	$13,203.00	$0.00	$13,203.00	0.05	$660.00	$0.00	$13,863.00	$13,863.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13,863.00
G063	113	LVN	$13,142.00	$0.00	$13,142.00	0.05	$657.00	$0.00	$13,799.00	$13,799.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13,799.00
G064	113	SPECIAL POPULATION LVN	$10,499.00	$0.00	$10,499.00	0.05	$525.00	$0.00	$11,024.00	$11,024.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11,024.00
G065	113	TB OUTREACH WK	$10,288.00	$0.00	$10,288.00	0.05	$514.00	$411.00	$11,213.00	$11,213.00	$360.00	$0.00	$0.00	$0.00	$0.00	$11,573.00
0066	114	PART TIME CLERK	$4,834.00	$0.00	$4,834.00	0.05	$241.70	$0.00	$5,075.70	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G067	113	SOCIAL WORKER	$8,839.00	$0.00	$8,839.00	0.05	$442.00	$0.00	$9,281.00	$9,281.00	$300.00	$0.00	$0.00	$0.00	$0.00	$9,581.00
G068	113	LVN	$8,817.00	$0.00	$8,817.00	0.05	$441.00	$0.00	$9,258.00	$9,258.00	$300.00	$0.00	$0.00	$0.00	$0.00	$9,558.00
G069	113	LVN	$8,817.00	$0.00	$8,817.00	0.05	$441.00	$0.00	$9,258.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G070	113	LVN	$8,817.00	$0.00	$8,817.00	0.05	$441.00	$0.00	$9,258.00	$9,258.00	$900.00	$0.00	$0.00	$0.00	$0.00	$10,158.00
G071	113	OUTREACH WORK	$7,945.00	$0.00	$7,945.00	0.05	$397.00	$208.00	$8,550.00	$8,550.00	$960.00	$0.00	$0.00	$0.00	$0.00	$9,510.00
G072	113	RN	$7,042.00	$0.00	$7,042.00	0.05	$352.00	$0.00	$7,394.00	$7,394.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,394.00
G073	113	RN	$7,039.00	$0.00	$7,039.00	0.05	$352.00	$0.00	$7,391.00	$7,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,391.00
G074	113	RN	$7,039.00	$0.00	$7,039.00	0.05	$351.95	$0.00	$7,390.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G075	113	TB OUTREACH WK	$6,986.00	$0.00	$6,986.00	0.05	$349.00	$247.00	$7,582.00	$7,582.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,582.00
G076	113	BILLING COORD	$4,917.00	$0.00	$4,917.00	0.05	$246.00	$0.00	$5,163.00	$5,163.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$6,663.00
G077	113	CLERK MANAGER	$4,633.00	$0.00	$4,633.00	0.05	$232.00	$176.00	$5,041.00	$5,041.00	$420.00	$0.00	$0.00	$0.00	$0.00	$5,461.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1100-441-00-340-003-0
HEALTH CLINICS

AI-13854

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	
G078	113	ELIGIB SPECIAL	$4,415.00	$0.00	$4,415.00	0.05	$221.00	$177.00	$4,813.00	$4,813.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,813.00
G079	113	ELIGIB SPECIAL	$4,412.00	$0.00	$4,412.00	0.05	$221.00	$177.00	$4,810.00	$4,810.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,810.00
G080	113	CLERK MANAGER	$3,700.00	$0.00	$3,700.00	0.05	$185.00	$150.00	$4,035.00	$4,035.00	$600.00	$0.00	$0.00	$0.00	$0.00	$4,635.00
G081	113	BILLING CLERK	$3,525.00	$0.00	$3,525.00	0.05	$176.00	$142.00	$3,843.00	$3,843.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,843.00
G082	113	SOCIAL WORKER	$3,456.00	$0.00	$3,456.00	0.05	$172.80	$0.00	$3,628.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G083	113	SOCIAL WORKER	$4,323.00	$0.00	$4,323.00	0.05	$216.15	$1,783.85	$6,323.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G084	113	CLINIC AIDE	$4,953.00	$0.00	$4,953.00	0.05	$247.65	$0.00	$5,200.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G085	113	BILLING CLERK	$4,953.00	$0.00	$4,953.00	0.05	$248.00	$228.00	$5,429.00	$5,429.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,429.00
G086	113	MAINTENANCE WORKER	$2,318.00	$0.00	$2,318.00	0.05	$116.00	$130.00	$2,564.00	$2,564.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$3,704.00
G087	113	TB OUTREACH WK	$1,584.00	$0.00	$1,584.00	0.05	$79.00	$67.00	$1,730.00	$1,730.00	$600.00	$0.00	$0.00	$0.00	$0.00	$2,330.00
G088	113	OUTREACH WORK	$1,535.00	$0.00	$1,535.00	0.05	$77.00	$67.00	$1,679.00	$1,679.00	$480.00	$0.00	$0.00	$0.00	$0.00	$2,159.00
G089	113	ASST TB RECORDS MNGR	$1,509.00	$0.00	$1,509.00	0.05	$75.00	$74.00	$1,658.00	$1,658.00	$660.00	$0.00	$0.00	$0.00	$0.00	$2,318.00
G090	113	TB OUTREACH WK	$1,463.00	$0.00	$1,463.00	0.05	$73.00	$70.00	$1,606.00	$1,606.00	$420.00	$0.00	$0.00	$0.00	$0.00	$2,026.00
G092	113	COMMUNITY SERVICE AIDE II	$1,555.00	$0.00	$1,555.00	0.05	$78.00	$37.00	$1,670.00	$1,670.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,670.00
G093	113	COMMUNITY SERVICE AIDE II	$1,555.00	$0.00	$1,555.00	0.05	$78.00	$61.00	$1,694.00	$1,694.00	$360.00	$0.00	$0.00	$0.00	$0.00	$2,054.00
0094	113	CLERK MANAGER	$23,563.00	$0.00	$23,563.00	0.05	$1,178.15	$821.85	$25,563.00	$25,563.00	$900.00	$0.00	$0.00	$0.00	$0.00	$26,463.00
G095	113	COMMUNITY SERVICE AIDE II	$532.00	$0.00	$532.00	0.05	$27.00	$13.00	$572.00	$572.00	$0.00	$0.00	$0.00	$0.00	$0.00	$572.00
G096	113	COMMUNITY SERVICE AIDE II	$532.00	$0.00	$532.00	0.05	$27.00	$12.00	$571.00	$571.00	$0.00	$0.00	$0.00	$0.00	$0.00	$571.00
G098	113	LVN-SURVEILLANCE	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$0.00
G100	113	NEDS TECHNICIAN	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
G102	113	RISK COMM PLANNER	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$0.00
G103	113	TECHNICIAN II-SURVEILLANCE	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$0.00
G104	113	PUBLIC HEALTH PREP COORDINATOR	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
G105	113	LVN / SURV	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$0.00
G107	113	IMMTRAC/PICS OUTREACH SPECIALIST	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$0.00
0109	113	RN	$55,167.00	$0.00	$55,167.00	0.05	$2,758.35	$0.00	$57,925.35	$57,925.00	$0.00	$0.00	$0.00	$0.00	$0.00	$57,925.00
0110	113	RN	$55,167.00	$0.00	$55,167.00	0.05	$2,758.00	$0.00	$57,925.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0111	113	TVFC PROGRAM COORDINATOR (RN)	$56,546.00	$0.00	$56,546.00	0.05	$2,827.30	$0.00	$59,373.30	$48,873.00	$540.00	$0.00	$0.00	$0.00	$0.00	$49,413.00
0112	113	MEDICAL ASST	$24,143.00	$0.00	$24,143.00	0.05	$1,207.15	$792.85	$26,143.00	$26,143.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,143.00
0113	113	MEDICAL ASST	$24,143.00	$0.00	$24,143.00	0.05	$1,207.15	$792.85	$26,143.00	$26,143.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,143.00
G114	113	BI-NATIONAL SURVEILLANCE NURSE	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	$2,660,846.00	$0.00	$2,660,846.00		$133,043.50	$28,400.95	$2,822,290.45	$2,677,312.00	$43,440.00	$0.00	$0.00	$0.00	$0.00	$2,716,492.00

RECLASSIFICATION OF POSITION, SLOT NO. 340-003-0018 PENDING CC APPROVAL

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1293-441-00-340-005-0
H.D. ADM

AI-13854

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	
G001	113	RN	$1,916.00	$0.00	$1,916.00	0.05	$95.80	$0.00	$2,011.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G002	113	TVFC MANAGER	$1,774.00	$0.00	$1,774.00	0.05	$89.00	$0.00	$1,863.00	$1,863.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,863.00
0003	113	RN SUPERVISOR	$1,772.00	$0.00	$1,772.00	0.05	$89.00	$0.00	$1,861.00	$1,861.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,861.00
G004	113	LVN	$1,683.00	$0.00	$1,683.00	0.05	$84.00	$0.00	$1,767.00	$1,767.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,767.00
G005	113	LVN	$1,683.00	$0.00	$1,683.00	0.05	$84.00	$0.00	$1,767.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G006	113	LVN	$1,682.00	$0.00	$1,682.00	0.05	$84.00	$0.00	$1,766.00	$1,766.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,766.00
G007	113	LVN	$1,476.00	$0.00	$1,476.00	0.05	$74.00	$0.00	$1,550.00	$1,550.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,550.00
G008	113	LVN	$1,345.00	$0.00	$1,345.00	0.05	$67.00	$0.00	$1,412.00	$1,412.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,412.00
G009	113	LVN	$1,345.00	$0.00	$1,345.00	0.05	$67.00	$0.00	$1,412.00	$1,412.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,412.00
G010	113	LVN	$1,345.00	$0.00	$1,345.00	0.05	$67.00	$0.00	$1,412.00	$1,412.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,412.00
0011	113	RN TB CLIN SUP	$1,126.00	$0.00	$1,126.00	0.05	$56.00	$0.00	$1,182.00	$1,182.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,182.00
G012	113	TB OUTREACH WK	$1,078.00	$0.00	$1,078.00	0.05	$54.00	$34.00	$1,166.00	$1,166.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,166.00
G013	113	OUTREACH WORK	$1,043.00	$0.00	$1,043.00	0.05	$52.00	$38.00	$1,133.00	$1,133.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,133.00
G014	113	ASST TB RECORDS MNGR	$1,025.00	$0.00	$1,025.00	0.05	$51.00	$37.00	$1,113.00	$1,113.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,113.00
G015	113	COMMUNITY SERVICE AIDE II	$1,023.00	$0.00	$1,023.00	0.05	$51.00	$24.00	$1,098.00	$1,098.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,098.00
G016	113	COMMUNITY SERVICE AIDE II	$1,023.00	$0.00	$1,023.00	0.05	$51.00	$25.00	$1,099.00	$1,099.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,099.00
G017	113	TB OUTREACH WK	$996.00	$0.00	$996.00	0.05	$50.00	$39.00	$1,085.00	$1,085.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,085.00
G018	113	OUTREACH WORK	$894.00	$0.00	$894.00	0.05	$45.00	$24.00	$963.00	$963.00	$0.00	$0.00	$0.00	$0.00	$0.00	$963.00
G019	113	TB OUTREACH WK	$782.00	$0.00	$782.00	0.05	$39.00	$28.00	$849.00	$849.00	$0.00	$0.00	$0.00	$0.00	$0.00	$849.00
G020	113	TB OUTREACH WK	$13.00	$0.00	$13.00	0.05	$1.00	$1.00	$15.00	$15.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.00
G021	**113**	**PERSONNEL MANAGER**	**$0.00**	**$10,000.00**	**$10,000.00**	**0**	**$0.00**	**$0.00**	**$10,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	$25,024.00	$10,000.00	$35,024.00		$1,250.80	$250.00	$36,524.80	$22,746.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,746.00

RECLASSIFICATION OF POSITION & CREATION OF SLOT 340-005-G021 (for cost allocation only) PENDING CC APPROVAL

AI-13847 **20.D.1.**

Interdept. transfer from Co.Wide Contingency to Constable Pct. 4

CC REGULAR

Date:	02/09/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Constable Pct. 4
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Contingency/ Constable Pct. 4 (1100):
Approval of 2009 interdepartmental transfer from Co.wide - Contingency to Constable Pct. 4 in the amount of $45,306.00 to fund purchase of new computer equipment and office furniture.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-421-00-294-001-0-XXX $45,306.00 to fund the purchase of computer equipment and office furniture.

Funding pending transfer (to contingency) for $75,000.00, refer to AI-13765.

Attachments

Link: Interdepartmental Transfer

Link: Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	02/05/2009 02:25 PM	APRV
2	Budget & Management	Veronica Lopez	02/05/2009 02:27 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/05/2009 05:06 PM	APRV
4	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Sylvia Solis Started On: 02/05/2009 10:52 AM

Final Approval Date: 02/06/2009

DATE: February 5, 2009

DEPARTMENT HEAD: Raul Silguero

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Constable Pct. 4

ACCOUNT NUMBER: 9-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(45,306.00)
TO			
9-1100-421-00-294-001-0- 665	CONSTABLE PCT. 4	MINOR COMPUTER EQUIPMENT	3,045.00
9-1100-421-00-294-001-0- 666	CONSTABLE PCT. 4	MINOR OFFICE FURNITURE	42,261.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund the purchase of computer equipment and office furniture.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

CONSTABLE PRECINCT 4

J. E. "EDDIE" GUERRA

February 4, 2009

Budget and Management
C/o Raul Silguero
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539

Ref: Computer equipment request

Mr. Silguero,

Please allow this to serve as a formal request for seven computers, as provided in the quote by the IT Dept. The equipment will be used to sustain office operations for the Hidalgo County Constable Precinct 4 Office. The computers will replace old out dated equipment that the department currently has and is beyond repair. In addition the IT department had no useful computers in surplus that could be transferred into our department. I will gladly make myself available to you should you have any questions.

Respectfully,

J.E. "Eddie" Guerra
Constable
Hidalgo County Precinct 4

Office: (956) 383-8560 • Fax: (956) 383-8565 • 1212 South 25th St • Edinburg, Texas 78542

AI-13787 **20.D.2.**

Interdepartmental for Human Services Division

CC REGULAR

Date:	02/09/2009
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Human Services/Pauper Burials (1100):
Approval of 2008 interdepartmental transfer from Human Services (240-001) to Pauper Burials (240-002) in the amount of $11,970 to fund year end expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

8-1100-444-00-240-001-0-XXX-->8-1100-444-00-240-002-0-345 $ 11,970.00
Funding available for transfer as of 2-4-09

Attachments

Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 08:00 AM	APRV
2	Manuel Chapa	Manuel Chapa	02/05/2009 08:43 AM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Dairen Sarmiento — Started On: 02/03/2009 04:50 PM

Final Approval Date: 02/06/2009

DATE: February 3, 2009

2008
Transfer

DEPARTMENT HEAD: DAIREN SARMIENTO

DEPARTMENT NAME: HUMAN SERVICES

ACCOUNT NUMBER: 8-1100-444-00-240-XXX-0-XXX

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

Contact: DAIREN SARMIENTO - DIRECTOR
Ph#: 956-318-2011

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1100-444-00-240-001-0-531	TELEPHONE	($5,970.00)
8-1100-444-00-240-001-0-535	POSTAGE	($3,000.00)
8-1100-444-00-240-001-0-602	PAPER SUPPLIES	($1,899.66)
8-1100-444-00-240-001-0-842	MEDICAL ASSISTANCW	($1,100.34)
8-1100-444-00-240-002-0-345	PAUPER BURIAL SERVICES	11,970.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
TRANSFER TO PAUPER BURIALS TO COVER FUNERAL AND BURIAL SERVICES FOR 2008

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-13807 **20.D.3.**

2008 Pct. 1 C.A.P. (1311)

CC REGULAR

Date:	02/09/2009
Submitted By:	John Paul Lugo, COMM. PCT. #1
Submitted For:	John Paul Lugo
Department:	COMM. PCT. #1
Agenda Category:	Colonia Access Program
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Precinct No. 1 BCAP (1311):
Approval of 2008 interdepartmental transfer from R.C. Babb #1 Subdivision, program no. 575, to Dimas #1 Subdivision, program no. 865, in the amount of $558.56 to fund lab testing services of road material.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-121-XXX-X-XXX

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

BUDGETARY IMPACT:

8-1311-431-00-121-575-0-734 --> 8-1311-431-00-121-865-1-339 $558.56; funds available as of 2-5-09.

Attachments

Link: Pct. 1 BCAP Dimas #1 interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 01:55 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/05/2009 08:06 AM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: John Paul Lugo Started On: 02/04/2009 11:28 AM

Final Approval Date: 02/06/2009

DATE: February 5, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2008
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1
BCAP

ACCOUNT NUMBER: 8-1311-431-00-121-XXX-X-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
8-1311-431-00-121-575-0- 734	RC Babb #1-	Subdivision Streets	(558.56)
TO			
8-1311-431-00-121-865-1- 339	Dimas #1-	Other Professional Services	558.56
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: To fund lab testing services of road material for Dimas #1 subdivision.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-13850 **20.D.4.**

2008 Interdept from Co. Wide Contingency to Various Depts to cover negative balances

CC REGULAR

Date:	02/09/2009
Submitted By:	Veronica Lopez, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Countywide Adm. - Contingency/Various Departments (1100):
Approval of 2008 interdepartmental transfer from Countywide Administration-Contingency to Various Depts. for year end expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-41X-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-41X-00-XXX-00X-0-XXX (Various Departments) to fund negative balances to close out calendar year 2008.

Attachments

Link: revised back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/05/2009 11:30 AM	APRV
2	Veronica Lopez	Veronica Lopez	02/05/2009 02:54 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/05/2009 04:36 PM	APRV
4	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Veronica Lopez — Started On: 02/05/2009 11:20 AM

Final Approval Date: 02/06/2009

Date: February 05, 2009
Department Head: Raul Silguero
Department Name: Department of Budget and Management for Various Depts.
Account: 8-1100-41X-00-XXX-00X-0-XXX

Subject: Interdepartmental Transfer/s in Accordance with Local Government Code Chapt
Subchapter C.

Honorable Commissioner's Court of Hidalgo County:
I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

Increase/Decrease Account Number	Account (Object) Name	Amount
FROM		
8-1100-415-00-115-002-0-899	Co Wide Adm- Contingency	**($9,011.62)**
TO		
8-1100-412-00-045-001-0-583	AUXILIARY COURT-TRAVEL OUT OF COUNTY	$86.10
8-1100-412-00-062-001-0-583	JP PCT 1/PL 2-TRAVEL OUT OF COUNTY	$351.46
8-1100-412-00-090-001-0-583	DIST CLERK-TRAVEL OUT OF COUNTY	$2,041.97
8-1100-415-00-200-001-0-583	INFO TECH DEPT-TRAVEL OUT OF COUNTY	$535.75
8-1100-415-16-150-001-0-583	CO TREASURER-TRAVEL OUT OF COUNTY	$185.74
8-1100-415-18-160-001-0-113	PURCHASING-PERM F/T EMPLOYEES	$4,302.54
8-1100-415-18-160-001-0-230	PURCHASING-RETIREMENT	$385.67
8-1100-415-18-160-001-0-583	PURCHASING-TRAVEL OUT OF COUNTY	$9.30
8-1100-415-50-190-002-0-583	HUMAN RESOURCES-TRAVEL OUT OF COUNTY	$129.69
8-1100-421-00-280-001-0-220	SHERIFF-FICA	$11.60
8-1100-421-00-280-001-0-230	SHERIFF-RETIREMENT	$14.50
8-1100-421-00-280-001-0-250	SHERIFF-UNEMPLOYMENT COMP	$0.80
8-1100-421-00-280-001-0-260	SHERIFF-WORKERS COMP	$4.04
8-1100-423-60-330-002-0-583	JUV PROB-TRAVEL OUT OF COUNTY	$952.46
	Total Budget Increase (Decrease)	**$0.00**

Reason: To fund negative balances for various departments to close 2008 calendar year for general fund. Negative balances were obtained from SAGE Negative Report as of 02-05-09.

Department Head Signature **Date**

Approved Commisssioner's Court **Attest County Clerk**

AI-13819 **20.D.5.**

Interdept transfer from Co. Wide Contingency to DPS for public scale invoices

CC REGULAR

Date:	02/09/2009
Submitted By:	Veronica Lopez, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

DPS License & Weight (1100):
Approval of 2009 interdepartmental transfer from Countywide Administration-Contingency to DPS Liscense & Weight in the amount of $1,200.00 for public scales invoices.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-4XX-00-115-0XX-0-89X

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

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-421-00-115-070-0-890 $1,200.00; funds available as of 2-4-09.

Attachments

Link: Interdept- DPS 020409

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 02:20 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/04/2009 04:21 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW
Form Started By: Veronica Lopez			Started On: 02/04/2009 02:02 PM	
Final Approval Date: 02/06/2009				

DATE: February 4, 2009

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for TX DPS

ACCOUNT NUMBER: 9-1100-4XX-00-115-0XX-0-89X

2009
Transfer
AI- 13819

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1100-415-00-115-002-0- 899	CO WIDE ADMIN - CONTINGENCY	(1,200.00)
TO		
9-1100-421-00-115-070-0- 890	DPS License & Weight- Other	1,200.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: Interdepartmental transfer from County Wide Administration- Contingency to DPS License & Weight- Other in the amount of $1,200.00 to pay for public scale invoices.

Approved by

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-13866 **20.D.6.**

2008 County Records Management interdept transfer (1238)

CC REGULAR

Date:	02/09/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

County Records Management Fund (1238):
Approval of 2008 interdepartmental transfer from program no. 004 to program no. 003 in the amount of $400.00 to fund year end expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1238-412-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

8-1238-415-40-180-004-0-113 --> 8-1238-412-00-090-003-0-350 $400.00; funds available as of 2-5-09.

Attachments

Link: revised transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	02/05/2009 04:19 PM	APRV
2	Budget & Management	Veronica Lopez	02/05/2009 04:37 PM	APRV
3	Sylvia Solis	Sylvia Solis	02/05/2009 05:14 PM	APRV
4	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Ivan Cantu Started On: 02/05/2009 03:07 PM

Final Approval Date: 02/06/2009

DATE: February 5, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2008
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Co.
Records Management Fund

ACCOUNT NUMBER: 8-1238-41X-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 ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
8-1238-415-40-180-004-0- 113	County Records Mgmt-	Perm F/T Employees	(400.00)
TO			
8-1238-412-00-090-003-0- 350	DC County Rec Mgmt-	Contractual Services	400.00

AI-13852 **20.D.7.**

Interdepartmental Transfer - Health Dept. Clinics Renovations (1336)

CC REGULAR

Date: 02/09/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Health and Human Services Department - Clinics (1336):
Approval of 2009 interdepartmental transfer within C.O., 2006 - Health Department Clinics (1336) from Pharr & Edinburg Clinics (program 021 & 022) to McAllen, Weslaco, Mission, and Hidalgo Clinics (program 023, 024, 030, and 035) in the amount of $250,009.70. to fund renovation of Clinics.

BACKGROUND

AI#13695 Proposal of $541,169.26 To Award.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-441-00-340-02X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Program 021 & 022 to Programs 023, 024, 030, and 035 in the amount of $250,009.70
Funding pending 2008 Rollover.

Attachments

Link: interdept (1336)Clinics
Link: 13695 to award

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/05/2009 02:25 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/05/2009 03:20 PM	APRV
3	Manuel Chapa (Originator)	Manuel Chapa	02/05/2009 03:55 PM	APRV
4	Sylvia Solis	Sylvia Solis	02/05/2009 05:31 PM	APRV
5	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Manuel Chapa Started On: 02/05/2009 11:45 AM

Final Approval Date: 02/06/2009

DATE: February 5, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Health Department - Clinics **AI# 13852**

ACCOUNT NUMBER: 9-1336-441-00-340-0XX-0-452

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

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1336-441-00-340-021-0-452	C.O., 2006 - H/D Pharr - Building Additions & Renovations	(20,271.29)
9-1336-441-00-340-022-0-739	C.O., 2006 - H/D Edinburg - Other Structures	(229,738.41)
9-1336-441-00-340-023-0-452	C.O., 2006 - H/D McAllen - Building Additions & Renovations	67,222.88
9-1336-441-00-340-024-0-452	C.O., 2006 - H/D Weslaco - Building Additions & Renovations	62,310.94
9-1336-441-00-340-030-0-452	C.O., 2006 - H/D Mission - Building Additions & Renovations	100,204.59
9-1336-441-00-340-035-0-452	C.O., 2006 - H/D Hidalgo - Building Additions & Renovations	20,271.29
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
To fund Hidalgo County Health Department Renovation of Clinics (AI# 13695 2-9-09) Total Proposal $541,169.26

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-13695 **39.K.1.**

To Award - Hidalgo County Health and Human Services-Renovation of Clinics (08-221A)

CC REGULAR

Date:	02/09/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Health & Human Services Dept.

Information

CAPTION

Presentation by project architect, VA Architecture, for discussion, consideration and approval to award the proposal received from CAS Companies (through Hidalgo County's membership/participation with TIPS (The Interlocal Purchasing System's awarded construction services vendor) for the provision of labor, materials and related accessories, as per plans and specifications developed by project architect, V-A Architecture for the project identified as "Hidalgo County Health and Human Services -Renovatoin of Clinics" (Project #08-221A-MSS) in the amount not to exceed $541,169.26.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-441-00-430-0XX-0-452

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

BUDGETARY IMPACT:

Clininc	Program	Proposal	Available Bal.	Over(Under)
Edinburg	022	129,923.08	151,439.79	21,516.71
McAllen	023	96,090.70	28,867.82	(67,222.88)
Weslaco	024	96,884.44	34,573.50	(62,310.94)
Mission	030	159,499.78	59,295.19	(100,204.59)
Elsa	034	23,196.17	38,319.18	15,123.01
Hidalgo	035	35,575.09	15,303.80	(20,271.29)
	Total-->	**541,169.26**	**327,799.28**	

Total Proposal $541,169.26
Total Available balance as of 2-5-09 $327,799.28
Clinics-->Edinburg, McAllen, Weslaco, Mission, Elsa, and Hidalgo
Funding pending approval of AI#13852

Attachments

Link: Award Recommendation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Moises Salazar	01/29/2009 10:34 AM	CREATED
1	Purchasing Department	Marty Salazar	02/03/2009 05:01 PM	APRV
2	Budget & Management	Veronica Lopez	02/04/2009 07:37 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/05/2009 01:43 PM	APRV
4	Auditor's Office	Angela Garcia	02/05/2009 03:22 PM	APRV
5	Manuel Chapa			PEND

Form Started By: Moises Salazar Started On: 01/29/2009 10:34 AM

AI-13749 **20.E.1.**

2009 Unreserve/Appropriation for Co. Clerk Record Archive (1100)

CC REGULAR

Date:	02/09/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Annette Muniz
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

County Clerk Record Archive (1100):
1. Approval of 2009 appropriation of funds from the reserved F/B for the County Clerk Record Archive in the amount of $575,738.00 to fund data management processing services.

BACKGROUND

Appropriation is being made in accordance with LGC 118.025 and Record Archive Plan approved by CC on 11-4-08, item #15.A. To be unreserved by the Auditor from acct. #1100-250-10-000-004-0-000 Reserved Fund Balance.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-40-180-002-0-341

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

BUDGETARY IMPACT:

Appropriate to object code 341 to fund the ACS Data Processing services contract for year 2009. Funding is to be unreserved and appropriated from acct 9-1100-250-10-000-004-0-000 "Reserved F/B-CC Records Archives Fees; available balance in calendar year 2008 $1,507,637.80, pending closing of period 13).

Available Balance as of 2-2-09 in object code 341 $200,000.00.

Attachments

Link: Co. Clerk Record Archive Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	02/02/2009 11:41 AM	APRV
2	Budget & Management	Veronica Lopez	02/02/2009 02:06 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/05/2009 09:10 AM	APRV
4	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Ivan Cantu

Started On: 02/02/2009 11:19 AM

Final Approval Date: 02/06/2009

DATE: February 2, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Appropriation

DEPARTMENT NAME: DBM for Co. Clerk Record Archive

ACCOUNT NUMBER: 9-1100-415-40-180-002-0-341

Contact Person: Ivan Cantu **Ph#** (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-415-40-180-002-0-341	Co. Clerk Record Archive-	Data Management & Processing	575,738.00
		TOTAL BUDGET INCREASE (DECREASE)	**575,738.00**

REASON: To unreserve and appropriate funding for the Co. Clerk Record Archives to fund the ACS Data Processing services contract for calendar year 2009. **Note: Monies are to be unreserved from acct #9-1100-250-10-000-004-0-000 "Reserved F/B-CC Record Archives Fees"**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-13759 **20.E.2.**

2009 Appropriation for the Pct. 1 FM 493 Project

CC REGULAR

Date:	02/09/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Pct. 1-FM 493 Project (1201):
Approval of 2009 appropriation of funds in the amount of $1,144,000.00 to fund professional engineering services (Work Authorization No. 1) for L & G Engineering in relation to the FM 493 project.

BACKGROUND

Contract No. C-08-417-12-09 for L & G Engineering has been fully executed and engineering firm is ready to begin work, pending creation of requesition by Pct. 1 and approval of PO by Purchasing as per Noe Montez from Pct. 1.

Attachments: Contract No. C-08-417-12-09
WA # 1
2009 Budget Appropriation

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-053-0-841

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

BUDGETARY IMPACT:

2009 Appropriation of funds in the amount of $1,144,000.00 to fund professional engineering services (Work Authorization No. 1) for L & G Engineering in relation to the FM 493 project.

Funds are available as of 2-3-09 in acct no. 8-1201-431-00-121-053-0-841 "Pct. 1-FM 493 (US 281-BUS 83)-Aid to Govt Agency pending closing of period 13.

Attachments

Link: L & G Engineering Contract-FM 493 Project

Link: WA #1 L & G Engineering-FM 493 Project

Link: Pct. 1 FM 493 appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	02/03/2009 10:19 AM	APRV
2	Budget & Management	Veronica Lopez	02/03/2009 11:43 AM	APRV
3	Roland Garcia	Rolando Garcia	02/04/2009 02:42 PM	APRV
4	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Ivan Cantu Started On: 02/03/2009 09:55 AM

Final Approval Date: 02/06/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-08-417-12-09

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **L & G Consulting Engineers, Inc. d/b/a L & G Engineering,** professional engineers of **Edinburg, Texas**, hereinafter called the "**Engineer**".

WITNESSETH:

Whereas, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for "**FM 493 from US 281 (Military Highway) to Business 83" (for preparation of Schematics, Environmental Assessments, Public Involvement, ROW Mapping, Surveying, Outfall Identification** and **Hydrologic Map, Roadway Design, ROW Acquisition Services** and **Construction Inspection** and **Construction Material Testing)** project for **Hidalgo County Precinct Number 1** hereinafter referred to as the ("Project").

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutuallyagree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

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

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

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreementexchange for such services.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business **upon completion of this project** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the**Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this

Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

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

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

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

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

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

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

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

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed

the amount charged during the preceding ninety (90) days.

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

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

The termination of the Agreement and payment of an amountis settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the**Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 *Services*. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services*. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates

and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D" - *Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR.** Actual performances of service of project site engineer, resident engineer and/or inspector, if required by**Owner**.

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties arising from the development or construction of the **Project**.

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the

Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner. 6.2 Final Payment.** After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **(Final Payment)** to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

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

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

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

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer.** The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization,** developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement.** Upon satisfactory completion of the **Work Authorization,** the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization.** All work must be completed on or before the completion date specified in the **Work Authorization,** unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" - *Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sumfee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

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

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional

work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Egineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under thisAgreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Sub-contracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 9th day of December 2008.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

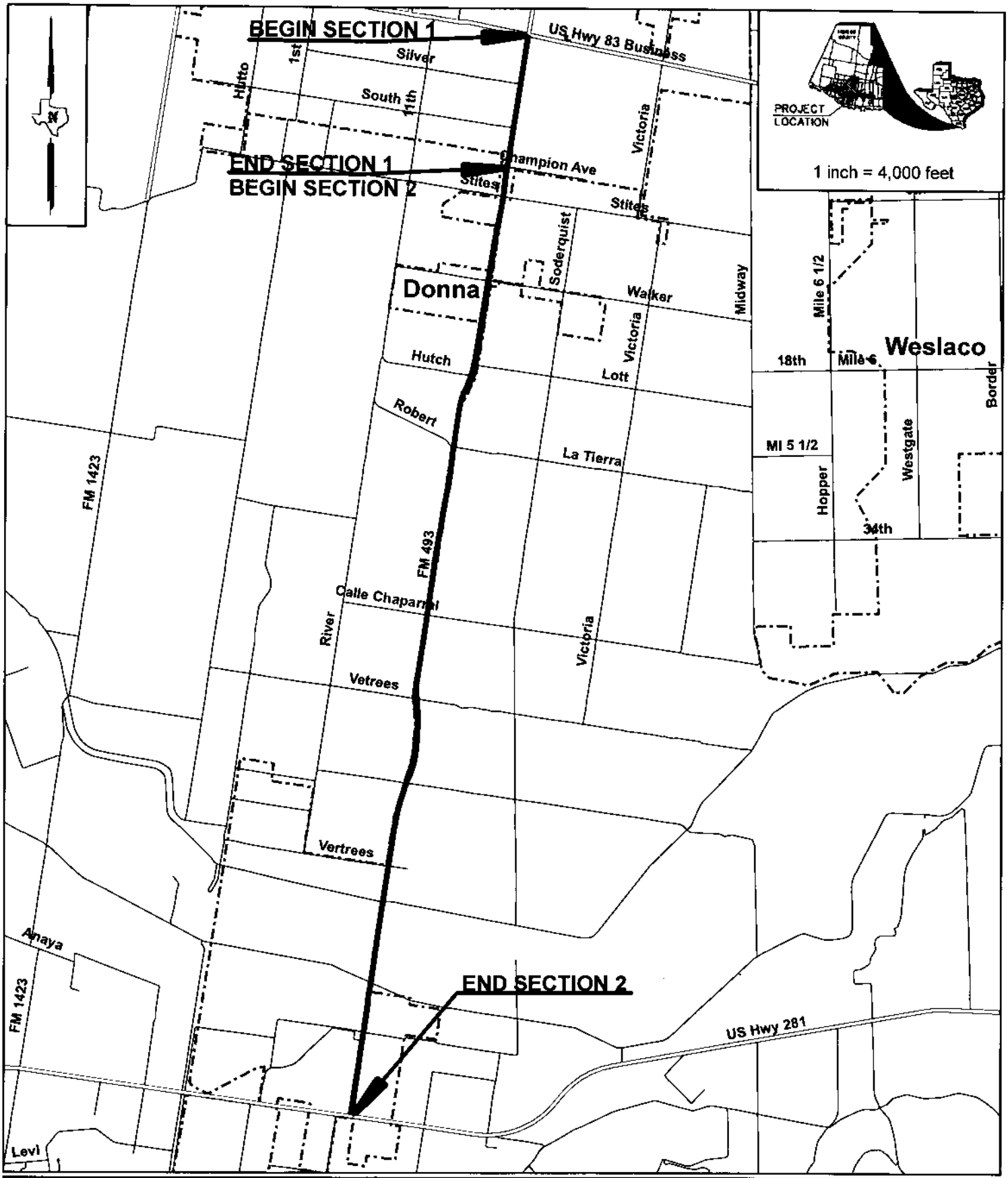
Approved by Commissioners' Court on December 9th, 2008.

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

By: _____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance *(Hidalgo County)*



FM 493 SOUTH
PROJECT LOCATION MAP

APPROX. LENGTH = 6.65 MILES

THE COUNTY OF HIDALGO TEXAS

L&G Engineering

Highway / Civil
Structural / Bridge
Environmental
Construction Material Testing

2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018

G:\AMAPS\FM493SOUTH\FM 493 Location.mxd

EXHIBIT B

-Scope of Services to be
Provided by the Engineer

EXHIBIT "B"

Services to be provided by the Engineer

PROJECT LIMITS:

- **FM 493: From US 281 (Military Highway), North 6.65 Miles, to Business 83**

GENERAL SCOPE OF WORK:

The work to be performed by the Engineer under this Contract shall consist of providing Engineering Services required for the preparation of Schematics, Preliminary ROW Ownership, Environmental Assessment, Public Involvement, Design Surveys and ROW Determination, Outfall Identification and Hydrologic Map, Utility coordination, PS&E Development and bidding documents. In addition, this contract will include ROW acquisition provider services and construction inspection and construction material testing. The Engineer will prepare bid packages as identified in the Work Authorization for the reconstruction of FM 493 from US 281 (Military Highway) North 6.65 Miles to Business 83 in two sections. Section 1 is from Bus 83 to Champion Street and Section 2 is from Champion Street to US 281. The proposed improvements are to overlay the Section 1 and reconstruct Section 2 from an existing 28' roadway to 40 foot rural roadway providing for two lanes and shoulders along with associated drainage, structures, and grading including Traffic Control, Signing & Striping, and Traffic Signal/Flashing Beacon Installations for the subject limits.

The work to be performed by the Engineer shall also include the review of the existing drainage patterns to determine if the proposed roadway can be designed utilizing the existing outfalls. The basis for this estimate is based on the premise that the existing outfalls located at the ROW line of FM 493 will be utilized. The Engineer will examine the proposed outfall locations and associated hydrologic and hydraulic conditions and determine the feasibility and practicality of using the existing outfalls or if new outfalls are needed. **This scope does not include designing outfalls outside of the existing ROW for FM 493.** In addition, the scope includes coordinating the utilities along the project limits in preparation for construction.

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this contract, except as otherwise specified in Exhibit A, "Services to be Provided by the County".

GENERAL SCOPE OF WORK:

The Scope of Work for this Work Authorization will be identified as follows:

- ***FC110 ~ Design Schematic Development***
- ***FC120 ~Social, Economic, and Environmental Studies, and Public Involvement***
- ***FC130 ~ Existing Right-of-Way Determination***
- ***FC150 ~ Design Surveys***
- ***FC160 ~ Roadway Design***
- ***FC161 ~ Hydrologic/Hydraulic Study***
- ***FC162 ~ Signing, Pav't Marking, Signals***

- ***FC163 ~ Irrigation Str., Estimate, Specs, Gen Notes, Misc***
- ***FC164 ~ Contract Management***
- ***FC 320 – Construction Inspection and Construction Material Testing***
- ***FC 600 – ROW Acquisition Services***

FC 110 ~ DESIGN SCHEMATIC DEVELOPMENT

After the existing centerline alignment is recovered and the proposed centerline is approved by TxDOT, the Engineer will develop a design schematic for submittal to TxDOT's Design Division.

Design Criteria

- The Engineer will prepare a Design Summary Report (DSR) to document the design criteria for the project and submit it to TxDOT for further processing.
- A Design Concept Conference (DCC) will be held to discuss and review the design criteria. The Engineer will prepare a Meeting Summary Report which will describe in detail the decisions made at the DCC and distribute it to everyone in attendance.
- The Engineer will prepare a preliminary construction cost estimate based on the results of the DCC and submit it to TxDOT.

Design Schematic

- The Engineer will develop a preliminary design schematic, based on the alignment previously selected, and submit to TxDOT for review.
- The Engineer will revise the schematic to incorporate TxDOT's comments and provide to TxDOT.
- A public meeting for this project will be scheduled. The Engineer will attend and will provide TxDOT with technical support.
- The Engineer will meet with TxDOT after the meeting to discuss modifications, if any, to the design schematic. The Engineer will incorporate the changes agreed upon, into the schematic and submit the revised schematic to TxDOT for further submittal to the Design Division and/or FHWA.
- After receiving approval of the design schematic from TxDOT, the Engineer will proceed with finalizing the design and complete the PS&E.
- The Schematic details will be completed to the Districts identified checklist.

Drainage

- The Engineer will evaluate the adequacy of the existing outfalls and develop a Hydrologic Map for the project identifying if any outfalls are needed for the project. The Engineer will coordinate with the Hidalgo County Drainage District No. 1, the Irrigation Districts, and cities in the area.

Irrigation Structures

- The Engineer will define the horizontal layout of the irrigation system in place and draw on the schematic the basis for maintaining the irrigation system whole.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

The Engineer will conduct the necessary research and field investigations to prepare an

Environmental Assessment document to obtain a Finding of No Significant Impacts (FONSI) clearance for the project.

Task I. Document Purpose and Need for the Project: This section will include text and graphics illustrating the description, purpose and need, objectives of the project and the existing and proposed project design. This section will also provide a description of the issues eliminated from further study.

Task II. Alternatives: This section will include text and graphics illustrating the different alternatives considered prior to selecting the preferred. It will also describe the reasonable alternatives and those eliminated from further study.

Task III. Affected Environment and Environmental Consequences: For each of the following categories the necessary background and field reconnaissance will be performed to gather data necessary for the completion of the EA. This will assist in determining which issues should be eliminated from further study or studied in detail.

Land Use and Socio-economic Impacts: Pertinent social and economic issues will be addressed in the EA; a separate report will not be prepared. At this time, it is unknown if relocations will occur; however, the EA will address any relocations anticipated. No other impacts to land use, land planning or socio-economic issues are anticipated. A Section 4(f)/6(f) will not be prepared.

Ecological Resources: A characterization of the project's ecological resources, including wetlands, vegetation, prime farmland and wildlife habitat characteristics will be performed. Ecologically sensitive resources including protected species, if any, will be identified in order to assess potential effects of project construction and operation. Any presence or absence surveys for endangered species will not be conducted. The project will be assessed for compliance with the Nationwide Permit Program; however, a permit is not anticipated. Any permitting required will be conducted by TxDOT.

Hazardous Materials: A field screening and an internet data search for potential hazardous materials sites will be conducted. A Phase I Environmental Site Assessment for hazardous materials will not be conducted.

Noise and Air Quality: A noise analysis and air quality impacts will be assessed under this scope.

Field Investigations: Field visits to identify potential environmental constraints involving land use, ecological resources and potential hazardous material sites will be conducted.

Graphics: Report graphics will be prepared for the EA as needed to show the project location, typical sections and project area photographs. In addition, the project layouts/photographs will show those resources that are necessary to convey the project's impacts to the reviewers.

Public Involvement – A discussion will be provided regarding any public involvement which occurs on the project.

Report Preparation and Submittal – The Engineer will prepare an environmental document (EA) that complies with applicable procedures of the National Environmental Policy Act (EPA) and Federal Highway Administration Technical Advisory 6640.8A. The analysis will address the

adverse and beneficial impacts of project construction and operation. Mitigation options will be emphasized where adverse impacts may potentially occur.

The Engineer will submit one draft copy of the report for review by the TxDOT Pharr District. Color photographs and exhibits will be included in both the draft and final reports. All review comment responses will be provided in writing and a meeting will not be required to discuss review comments. The draft report will be revised to incorporate District's comments. Thirteen (13) sets of the revised report will be submitted for review by ENV. After ENV reviews the report, the document will be revised and eight (8) sets of the report will be submitted. Because this project would obtain a Categorical Exclusion, no other revisions will need to be made. Upon receiving a Categorical Exclusion, a CD which includes the document and exhibits will be provided to the District for their files.

Coordination – L&G will coordinate with the SWCA to conduct all Cultural Resource Surveys and reports. TxDOT will coordinate with the appropriate resource agencies to obtain environment clearance for completion of project.

Assumptions used to derive to proposed fee estimate and scope of services:

- The Engineer will conduct field investigations in two field trips.
- The Engineer will attend the DCC and one meeting.
- All investigations will be conducted based on existing literature, field reconnaissance and aerial photographic interpretation.
- The draft EA will be submitted to TxDOT in 30 days after the public meeting and/or receipt of data needed.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

SWCA will conduct and prepare all Cultural Resource surveys and reports as required by TxDOT.

FC 130 ~ PRELIMINARY ROW DETERMINATION

FM 493 From Champion Street to US 281

General

1. The **Surveyor** will recover and or re-establish the existing Right-of-Way for the subject project.
2. The **Surveyor** shall monument the recovered ROW at all at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and 1000-feet stations after coordinating with the L&G Engineer. The **Surveyor** shall also monument all ROW corners.
3. **The Surveyor will submit a separate existing R.O.W. layout drawing (at scale of 1 inch = 100 feet), delineating the existing points recovered and all R.O.W. monuments that will be set before setting any points on the ground.** This map shall be utilized by L&G to attach it to the requests for the utility companies to adjust their lines prior to construction.

a. This map shall also contain the proposed centerline as set on the ground – **again do not set a centerline for construction until L&G Engineers have approved.**
b. Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data. The proposed centerline alignment will be delineated with appropriate bearings, distances, curve data and stationing. The existing ROW layout sheets stationing will be based on the proposed alignment. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
c. Monumentation set or found will be shown and described as to material and size.
d. A station and offset based on the proposed alignment will be shown for all points set and/or recovered.
e. Intersecting streets will be shown and identified by name and right-of-way width.
f. Railroads will be shown and identified by name and right-of-way width.
g. A note will be included on each sheet stating the basis of bearings, coordinates, and datum used.
h. All existing right-of-way layout sheets shall be 11" x 17". The borders around these map sheets should ½" from the right side of the map, the top and the bottom. The border on the left side is 2". Scale of 1"=100'.

FC 150 ~ DESIGN SURVEYING

FM 493 From Champion Street to US 281

A. Design Survey

1. **The Limit of the Design survey shall be 1000-ft before and after the limits of the project. Set horizontal and vertical control for FM 493 from Bus 83 to US 281. The Basis for the H & V Control shall be the control previously established on US 281.** Set benchmarks at max 1000-ft intervals. The BM's shall be #5 I.R. 2-ft in depth set in concrete. An H&V Book will be provided to the Engineer with 3-pt reference ties.
2. Field Topographic Survey - Verify accuracy of existing topographic information by checking coordinates of Horizontal control points and elevations of benchmarks previously established by TxDOT.
3. Update existing planimetric data with current information of any improvements and apparent changes in the topography since the original planimetric data was obtained as well as field tie all existing drainage structures, driveways, and pavement edges as well as all existing roadway centerline and roadside drainage ditch profiles.
4. Fill all existing planimetric mapping void areas along FM 493, data processing and CADD mapping (2d and 3d) update, (4.7 Miles including additional limits).
5. Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2d and 3d) update.
6. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the surveyor.

6a. The surveyor shall recover and reestablish the existing centerline then coordinate with the Engineer to establish the existing centerline stationing based on the old stationing of the previous plans south of Mile 10.

7. Stake proposed centerline/baseline at 1000-foot stations, PC's and PT's as directed by Engineer. (No. 5 I.R. 2-ft long).—FOR CONSTRUCTION but not until the Engineer directs the surveyor to do so.
8. The Surveyor shall also paint the proposed centerline on the proposed pavement. (500-ft stations and a tick mark at 100-ft stations ---12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.
9. Extend topographic survey 500 feet to each side of the existing Right-of-Way on all the intersecting streets for the limit of the project except at the existing drain ditches, the survey shall be extended 500-ft east and west from the existing FM 493 ROW and the x-sections shall be 50-ft Lt and Rt from the ditch centerline plus tieing in all topo.

B. Utilities

1. Coordinate with engineer to have all existing underground utilities marked by utility companies along FM 493 and intersecting streets. Field tie the marked locations and process the information to include in the planimetric CADD mapping files. Utility lines shall be properly labeled and placed in separate levels in accordance with TxDOT requirements.
2. Collect vertical information of all exposed (by utility companies) utilities that have been identified as possible conflicts by the Engineer and process as above.

C. Miscellaneous

1. Provide the engineer with a copy of all field books developed during this project. The field books shall supplement the graphical information submitted by the surveyor. Accurate sketches of the existing conditions of all irrigation and drainage structures that were tied down by the surveyor shall be included in the field books.

2. A horizontal and vertical. control book shall be submitted to the engineer. This control book shall include the reference sketches to the BM's and Horizontal Control. Points as well as describe the basis of the datum's used.

FC 160 – DESIGN

PS&E for the above work shall be prepared in accordance with the applicable requirements of TxDOT Specifications, Standards, and manuals (updated for revisions). Whenever possible, the Department's standard drawings, standard specifications, or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be in the Departmental format and, to the extent possible, incorporate references to approved Department test procedures.

The Engineer shall furnish three (3) final cross-section plots showing both the original terrain (modified) and the design cross-sections, showing the roadway template. The design cross-sections shall indicate the slope rate on the side slopes.

FC 161 – DRAINAGE

The Engineer will perform a Geopak Drainage generated drainage analysis for all drain systems which will also include contributing runoff from the Adjacent Properties. This drainage analysis will be prepared prior to detailed design of drainage structures and will contain drainage area map(s), hydraulic calculations and Thysys and/or HEC-RAS analysis for TxDOT to approve.

FC 161 - STORM WATER POLUTION PREVENTION PLAN (SW3P)

The **ENGINEER** shall complete the plans adequately addressing a storm water pollution prevention plan for the entire project during all phases of construction. SW3P layouts shall be developed on the TCP plan sheets. SW3P plans shall **generally** include the following drawings:

- **Summary Sheet on TCP's**
- **Details & Standards**

The Engineer shall develop a project specific Storm Water Pollution Prevention Plan (SW3P) to comply with the Federal Regulations (40 CFR part 122) published in the Federal Register on Sept. 9, 1992.

FC 162 - SIGNAL DESIGN

Project Understanding

The Engineer will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the installation of permanent signals along FM 493 after and if warrants are met.

TASK 1 – General Notes for Traffic Signal installation

The Engineer will setup the General Notes sheet(s) and prepare the general notes for the traffic signal design, as well as the signing, pavement marking and wheelchair ramp design at the above intersections.

TASK 2 – Estimate and Quantities

THE ENGINEER will prepare Basis of Estimate sheets with adequate number of columns to reflect the number of the above intersections and one column for the total quantities.

THE ENGINEER will calculate quantities and prepare cost estimates at 60%, 90% and 100% levels of completion.

TASK 3 – Condition Diagram

THE ENGINEER will setup the condition diagram sheets that would show the existing configuration of each intersection and other elements as required by TxDOT.

TASK 4 – Proposed Signal Plan Layout

THE ENGINEER will setup proposed signal layout sheets that would show the proposed geometry of the above intersections along with the basic elements of the signal design, such as location of signal poles, pedestrian poles, wheel chair ramps, cross walks and service pole locations.

THE ENGINEER will contact the local power company for electrical service requirements at each of the above interceptions.

THE ENGINEER will produce submittals for TxDOT's review at the 60%, 90% and 100% completion levels.

TASK 5 – Signal Phasing and Timing

Based on traffic counts furnished by TxDOT, the Engineer will develop optimal phasing and timing charts for each of the AM peak, PM peak and Off-peak time periods, using appropriate software. The charts will be presented to TxDOT for review and approval before their incorporation into the plan sheets.

TASK 6 – Standard Sheets List

The Engineer will prepare a list of standard sheets for the 60%, 90% and 100% submittals. The Engineer will also prepare the drill shaft tables on the TSFD standard sheet as well as the shipping parts list on the SP/SMA standard sheet.

TASK 7 –Specifications List and Cost Estimate

The Engineer will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. The Engineer will also prepare cost estimates at the 60%, 90% and 100% submittals.

TASK 8 – Electrical Schedules

The Engineer will prepare tables, depicting the electrical schedule for each signalized intersection. The electrical schedules will be shown on the same sheets with the loop detector schedules and phasing/timing tables.

TASK 9 – Field Investigation and Meetings

The Engineer will conduct field investigations at the above intersection locations and record pertinent signal design information as well as identify potential design issues.

The Engineer will participate in one project progress meeting with L&G/TxDOT.

TASK 10 – Other services

The Engineer will provide tables with electrical service data for each of the services poles required at the above intersections.

Other services not covered in the above scope will be negotiated separately.

FC 162 – PAVEMENT MARKING AND MARKER LAYOUTS

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the pavement marking and markers along FM 493 and all cross street approaches for the length

shown in the plan and profile layouts. Work will include design of ADA compliant wheelchair ramps that line up with the proposed crosswalks and any signal pole locations.

TASK 2 – Estimate and Quantities

The Engineer will prepare a summary of pavement marking and marker quantities (Basis of Estimate sheet) with adequate number of columns to reflect the types of markings to be installed by each payout sheet and one column for the total quantities.

The Engineer will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

The Engineer will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 –Specifications List and Cost Estimate

The Engineer will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. The Engineer will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 162 – SIGNING AND DELINEATION LAYOUTS

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the signing and delineation along FM 493 and all cross street approaches for the length shown in the plan and profile layouts. The work will include design of flashing beacons near the School. The plans will show the following:

Existing signs to remain in place
Existing signs to be removed
Proposed new signs
Proposed new delineators and object markers.

L&G will prepare signing and delineation plans for all major cross streets.

TASK 2 – Summary of Small Signs

L&G will prepare a summary of small signs sheets along with a descriptive codes sheet. (Basis of Estimate sheet).

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 –Specifications List and Cost Estimate

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 163 - IRRIGATION SIPHONS AND CANALS

The ENGINEER shall coordinate with the Irrigation District(s) and prepare all necessary drawings needed for maintaining the functionality of irrigation districts irrigation lines.

FC 163: TRAFFIC CONTROL

The Engineer shall determine the project construction sequence and design a traffic control plan based upon the Texas MUTCD and the latest district traffic control design requirements. This shall include field investigations into such items as any Drainage Structures, utilities, R.O.W. restrictions, adjacent properties and cross street access, and other items which may ultimately affect the safe handling of traffic during the construction sequence.

The engineer shall meet with the Pharr District personnel early in the project design as soon as a construction sequence is developed. The construction sequence shall be updated periodically as the design progresses.

The engineer shall prepare drawings for each phase, based upon the agreed sequence of construction. The drawings shall indicate traffic lanes versus work zones per phase, including all required detours. Consideration shall be given to the use of temporary traffic control signals and, if needed, how to utilize and coordinate with the various phases. The drawings will be used by the District to obtain final concept approval of the TCP from the District Traffic Control Review Committee. Based on the results of the safety review team meeting, the detailed Traffic Control PS&E will be completed.

FC 163: UTILITIES

The Engineer shall coordinate the utilities as follows: (L&G will conduct two utility meetings with the owners at the County or at L&G's office in coordination with TxDOT)

A. Determine the ownership of the existing utilities on the subject project.

B. Contact the utility owners and locate (horizontally and vertically) existing utilities on the ground.

C. Evaluate utility conflicts with proposed construction. Prepare and submit drawings to the County, Utility Companies and copies to TxDOT, for required utility adjustment. The following information will be submitted for each required utility adjustment.

   1. A reproducible drawing 8-1\2" x 11", 11" x 17", or 22" x 34" (as appropriate) for each utility adjustment

   2. Drawing will include the following:

      a) Existing and/or proposed R.O.W lines.
      b) Existing and/or proposed roadways.
      c) Proposed drainage structure

d) Existing underground utility in plan and profile.
e) Owner of utility.
f) Benchmark

3. Provide copies to TxDOT of correspondence with utility companies and cities. If initial contact was made by phone, provide name of company and representative's name and telephone number.

4. Prepare a detailed list to TxDOT of all conflicts with existing utilities during the drainage structure design phase. List must include the following:

a) Highway station number.
b) Name of utility company and type of facility.
c) Proposed highway facility - the conflict with: storm sewer, roadway, drainage ditch, drill shaft, etc.

4. The Engineer shall be responsible for notifying all utility owners, early in the design phase, regarding any utility adjustments.

5. Utility agreements to be developed by consultant, sent by consultant to companies and coordinate with them.

FC 163: BIDDING DOCUMENTS

1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

FC 164 – CONTRACT MANAGEMENT

The Engineer will be required to meet with designated TxDOT representatives on a regularly scheduled basis to report on progress. A typewritten progress report will be required, together with evidence of the work accomplished during the period since the previous report. A bar chart indicating the percentage of completion of each task shown on Attachment "C" will also be required. Formal progress reports with bar charts will be required on a monthly basis.

The Engineer will establish a separate cost accounting system for each control-section-job (C-S-J) number to properly allocate all labor and expenses incurred. The Engineer shall invoice monthly according to Function Code breakdowns.

FC 320– CONSTRUCTION INSPECTION & CONSTRUCTION MATERIAL TESTING

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

1) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.
2) The Engineer will coordinate and conduct a pre-construction conference.
3) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
4) Contractor Payment. The Engineer will have a day to day inspector and the Engineer will review quantities as submitted by the Contractor and in coordination with the County's field inspector for the preparation of the monthly and final estimates for payment to the Contractor.
5) The Engineer will provide Project site inspection of the authorized construction contract(s) as follows:
   a) Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.
   b) Resident Engineer and/or Construction Inspector(s). The Engineer will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications.
6) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.
7) Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:
   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.
   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.
8) Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.
9) As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

FC 600– RIGHT-OF-WAY ACQUISITION PROVIDER SERVICES

1) ***Project Administration***

   a) Negotiation of Scope of Services for Work Authorization
      i) Acquisition Provider will visit project site with County personnel if necessary.

   b) Project Presence at L&G Consultant Office Headquarters
      i) Full Project Office

(1) No Joint Use of County or TxDOT facilities
(2) Open during normal County and State work hours
(3) Personnel available to answer questions
(4) Availability of Project Files
(5) At least one office staff member is required to be a current commissioned notary public.

c) Overhead Costs
   i) Administrative costs

d) Communication
   i) Provide monthly progress reports with invoice.
   ii) Participate in project review meetings as determined by the County.
   iii) Prepare initial property owner contact list for use by the County in distribution of Acquisition Provider introduction letters.

e) File Management
   i) Project and parcel files will be kept in the County's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the County office as they are generated or received by the Acquisition Provider, if necessary.
   ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
   iii) Maintain records of all payments including check number, amount, and date paid, etc.
   iv) Provide copies of all incoming and outgoing correspondence as generated if requested by County at provider conference.
   v) Maintain copies of all correspondence and contacts with property owners.

2) Title Services

a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.

b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.

c) Secure title insurance for all parcels acquired, insuring acceptable title to County of Hidalgo. Written approval by the County required for any exception.

3) Appraisal

a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the County/TxDOT. Maintain permission letters with appraisal reports.

c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable County/TxDOT forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to County policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

f) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the County of Hidalgo.

h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by L&G Engineering and/or the County.

i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial <u>is not</u> part of this contract, and shall be paid by the County.

4) Appraisal Review

a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/County policies and procedures and the Uniform Standards of Professional Appraisal Practices.

c) Prepare and submit to County the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

5) Appraisal Updates

a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to County/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

b) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the County of Mission.

c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.

d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) Negotiation, Tasks, and Fees

a) Analyze appraisal and appraisal review reports and confirm the County's approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by County/TxDOT on applicable County/TxDOT forms.

d) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

f) Respond to property owner inquiries verbally and in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel per contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

i) Advise property owner on the Administrative Settlement process. Transmit to County any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with County/TxDOT policy and procedures.

j) Prepare final offer letter, documents of conveyance as necessary.

k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

m) Provide a monthly progress report per parcel by the 25th of the month with invoice.

n) The consultant shall, as part of this proposal, estimate 10% of the 55 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the County Attorney.

7) Closing Service Fees

a) Coordinate with County and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the County.

b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to County for acceptance by the County Commissioners.

8) Relocation Assistance Services

a. Residential & Business

i. <u>There are no anticipated relocations or displacements for this contract.</u>

9) **Condemnation Support**

a) Pre-Hearing Support
   i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
   ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable
   iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.
   iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the County Office for submission to the County Attorney's office.
   v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
   vi) Upon receipt of packet prepared by the County Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the County Attorney; the attorney shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.
   vii) The County attorney shall file the Lis Pendens including the cause number with the County Clerk's Office.
   viii) Upon assignment of a court, the County Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.
   ix) Following appointment of Special Commissioners by the judge, the County shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
   x) The County shall file all originals with the court and send copies marked "copy" to L & G Engineering.
   xi) The County Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.
   xii) The County Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, County will approve the new value and the County's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.
   xiii) The County Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the County, Appraiser, and Negotiator.
   xiv) After the hearing is set, the County Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.
   xv) Once the notices have been served, the County Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.
   xvi) The County's Attorney shall send a reminder letter 2-3 weeks in advance to the County Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

d) Post Hearing Support (by County Attorney)
   i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo County clerk's office.
   ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.
   iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.
   iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the County, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.
   v) Send the Commitment and the Award to County, along with individual special commissioner's billing requesting the payment for their fees.
   vi) File County warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
   vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
   viii) Send written notices of the date of deposit to the County Administration office and all interested parties.
   ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
   x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the County Attorney's office for his further handling in accordance to the Eminent Domain process by the County.

EXHIBIT C

-Work Schedule

Client: Hidalgo County

TASK AND DESCRIPTION	FIRM	2010 JUN	JUL	AUG	SEP	OCT	NOV
WORK AUTHORIZATION NO. 1							
PROJECT PLANNING							
Obtain Right of Entry (SURVEYING)	L&G						
Update Planimetric and DTM files	L&G						
DESIGN SURVEYS	L&G						
EXISTING RIGHT-OF-WAY LAYOUT	L&G						
meetings - w/ Hidalgo County Drainage District No. 1	L&G						
meetings w/ City of Donna	L&G						
meetings - w/ Precinct No.1	L&G						
Hydrologic Map	L&G						
Utility Coordination	L&G						
Coordination with TXDOT AND COUNTY	L&G						
Coordination with 2 Irrigation Districts	L&G						
Schematic & Environmental Document Development							
Develop Schematic with outfalls	L&G						
Meet w/TxDOT and revise schematic as per comments	L&G						
TXDOT and COUNTY approves Schematic	TXDOT						
Schedule and hold public meeting	TXDOT						
Draft Environmental Document, Field Visits, etc	L&G						
Submit Draft EA	L&G						
District Review/Revisions	TXDOT						
ENV Review/Revisions	TXDOT						
Revisions as per ENV comments	L&G						
Agency Coordination	TXDOT						
Environmental Clearance	TXDOT						
PS&E DEVELOPMENT							
TXDOT AND COUNTY REVIEW OF OUTFALL LOCATIONS	L&G						
COMPLETE INTERSECTION LAYOUTS	L&G						
DESIGN HYDRAULIC STRUCTURES OUTFALLS, ETC	L&G						
DESIGN STORM DRAIN SYSTEM	L&G						
DESIGN ROADWAY	L&G						
SIGNING, PAV'T MARKINGS AND SIGNALS	L&G						
TXDOT REVIEW PLANS	TXDOT						
Complete Bidding Documents and recieves bids	L&G						
TXDOT COMPLETES ROW MAP							
WORK AUTHORIZATION NO. 2							
ROW ACQUISITION PROVIDER SERVICES							
Project Administration							
Coordination with County and TxDOT							
Preliminary Administrative & Acquisition Process							
Title Commitments							
Appraisal Reports							
Appraisal Review Reports							
Appraisal Update Reports							
Approved Values by TXDOT							
Acquisition Negotiation Offers							
Title Curative Process							
Title Commitment Updates							
Payments for Parcels							
Condemnation Support Process							
Eminent Domain Proceedings by COUNTY							
Title Insurance Policies - Negotiations/ED							
Consummation of Outstanding Cases							
WORK AUTHORIZATION NO.3							
CONSTRUCTION INSPECTION							
Project Administration						18 MTHS	

3:41 PM10/16/2008

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT "D" FEE SCHEDULE
L&G Consulting Engineers, Inc
2007

Job Description (NSPE Grade)	Base Rate*	Contract Rate**
Project Manager	50.00	155.00
Senior Engineer	44.00	136.40
Env. Manager/Specialist	43.00	133.30
Engineer	33.65	104.32
GIS/ Env. Specialist	32.09	99.48
Designer	33.00	102.30
Engineer in Training (EIT)	24.72	76.63
Engineering Technician	24.04	74.52
CADD Operator	21.00	65.10
Administrative Assistant	17.50	54.25

Direct Labor = 100.00%
Overhead = 175.00%
Direct Labor + Overhead = 275.00%
Profit Rate = 12.5%
(275.00 x 0.125) =34.38
Multiplier = (275.00+ 34.38)/100 = 3.10

* Base Rate = average weighted estimated salary without burden.
** These are the rates to be used to negotiate work authorizations: These rates are estimates: Billings will be invoiced at Base Rate marked up by 3.10

*Base Rate = estimated raw salary without burden

REIMBURSABLE DIRECT EXPENSES

Mileage	$(***)/mi
Car Rental	$60.00/Day
Lodging	$(***)/day
Meals	$(***)/day
Air Travel	$200/Round Trip
B&W Copies (8.5x11)	$ 0.10 /sheet
B&W Copies (11x17)	$ 0.20 /sheet
Color Copies (8.5x11)	$ 1.00 /sheet
Color Copies (11x17)	$ 1.50 /sheet
Mylar (11x17)	$ 2.00 /sheet
Report Binders/Materials	$ 9.00 /report
Digital Plotter (Schematics)	$ 1.25 /sq. ft.
Overnite Carrier Cost	$ 15.00 /each
Bond Plots, third party	$ 2.00 /linear ft.
Mylar Plots, third party	$ 3.50 /sq. ft.
CADD Machine Cost	$ - included in Overhead Rate

*** Not to exceed prevailing rate for client employees (additional lodging taxes allowed)

EXHIBIT "D" FEE SCHEDULE

ENGINEERING BUDGET ESTIMATE AND FEE FOR FM 493 SOUTH PROJECT

ROADWAY PROJECT ENTIRE LENGTH (Miles) Section 1: From BUS 83 to Champion St. (0.78 mi) Section 2: From Champion St to US 281 (5.87 mi)	6.65 Miles
LIMITS:	US 281 Military North 6.65 miles to BUS 83
EXISTING ROADWAY SECTION:	64' F-F urban roadway and a 28'/32' Rural
EXISTING ROW WIDTH:	80' - 60' (varies)
PROPOSED INITIAL ROADWAY SECTION: PROPOSED ULTIMATE ROADWAY SECTION:	40' Rural 84' F-F Urban
PROPOSED ROW WIDTH:	120' max
ESTIMATED CONSTRUCTION COST **ULTIMATE ROADWAY SECTION** (3.6 Mil/mi) (5.87 Miles)	$21,132,000.00
ESTIMATED CONSTRUCTION COST **INITIAL ROADWAY SECTION** (BUS 83 South to US 281) (0.78 miles of 64' F-F overlay, 5.87 miles of reconstruction to 40-ft rural roadway)	$5,198,864.93

ESTIMATED PROJECT COSTS	*FEDERAL*	*STATE*	*COUNTY*
TOTAL ROADWAY CONSTRUCTION COST	$ 3,634,649.07	$ 1,564,215.86	$ -
Section 1: From BUS 83 to Champion St. (0.78 mi)		$ 219,171.98	
Section 2: From Champion St to US 281 (5.87 mi)		$ 1,345,043.88	
WORK AUTHORIZATION NO. 1			
Schematic based on ultimate construction design (15% of 8% PS&E)			$ 254,000.00
Preliminary ROW Ownership			$ 35,000.00
Environmental Assessment & PI Support and Hist and Archeological			$ 90,000.00
Design Surveys			$ 150,000.00
Outfall Identification & Hydrologic Map Fed/state/county requirements			$ 67,000.00
Utility Coordination on State Project w/Fed funds			$ 102,000.00
PS&E Development (8% of est initial construction cost)			$ 416,000.00
Bid Documents in accordance w/Fed/State			$ 30,000.00
ESTIMATED WORK AUTHORIZATION NO. 2 PENDING			
ROW Mapping & Field Surveying (based on 126 parcels)		$ 378,000.00	
Compensible Utilities (3 high-pressure gas lines)	$ 250,000.00	$ -	$ -
Land Value Costs	$ 1,110,000.00	$ -	$ -
Roadway Right-of-Way Costs - Acq.Services @ (est. 126 Parcels @ $10,000/Parcel Avg.)			$ 1,260,000.00
ESTIMATED WORK AUTHORIZATION NO. 3 PENDING			
Construction Inspection & Construction Material Testing			$ 600,000.00
SUB-TOTAL WORK AUTHORIZATION NO. 1			**$ 1,144,000.00**
SUB-TOTAL WORK AUTHORIZATION NO. 2			**$ 1,260,000.00**
SUB-TOTAL WORK AUTHORIZATION NO. 3			**$ 600,000.00**
TOTAL PROJECT COST	**$ 4,994,649.07**	**$ 1,942,215.86**	**$ 2,404,000.00**

EXHIBIT E

-Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # _____

Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court,** hereinafter called the "**Owner,**" and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____

_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. _____

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No.** ___.

HIDALGO COUNTY

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2006.

THE ENGINEER:

_____

By: Engineer

THE OWNER:
HIDALGO COUNTY

_____

By: Juan D. Salinas, III, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Owner
ATTACHMENT "B" -	Services to be Provided by the Engineer
ATTACHMENT "C" -	Work Schedule
ATTACHMENT "D" -	Cost Proposal

EXHIBIT F

-Supplemental Agreement Form

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2007** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

07/01/08

PRODUCER
Hilb Rogal & Hobbs
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
L & G Consulting Engineers Inc
dba L & G Engineering
2100 W Expressway 83
Mercedes, TX 78570

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Fidelity & Guaranty Insurance Compan	35386
INSURER B: SOUTHERN VANGUARD INSURANCE COMPANY	22667
INSURER C: Ace American Insurance Company	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PACP2822L500TLC08	07/19/08	07/19/09	EACH OCCURRENCE	$2,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$2,000,000
						GENERAL AGGREGATE	$4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$4,000,000
		POLICY PRO-JECT LOC					
A		AUTOMOBILE LIABILITY	PACP2822L500TLC08	07/19/08	07/19/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		X HIRED AUTOS					
		X NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSV000268001	07/23/08	07/23/09	WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
C		OTHER Professional	EONG2363384A002	07/20/08	07/20/09	$1,000,000 ea. Claim $1,000,000 Aggregate $15,000 Ded. ea. Claim	

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

** Supplemental Name **

First Supplemental Name applies to all policies - L & G Consulting Engineers Inc:

Hidalgo County & Texas Dept of Transporation is covered as Additional

(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County
400 W 13th Street
Mission, TX 78572

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIR
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRI
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SH
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis
MCC

© ACORD CORPORATI

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-417-12-09
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L&G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering,** professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of Schematics, Environmental Assessment, Public Involvement, ROW Mapping, Surveying, and Roadway Design for the reconstruction of FM 493 from US 281 (Military Highway) North 6.65 Miles to Business 83.**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$1,144,000.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 7 of the Agreement.

PART 4. FUNDING
This Work Authorization No.1 shall be funded through funding source:
Account No. **8-1201-431-00-121-053-0-841**
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 work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, **Sylvia S. Handy** as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1

Sylvia S. Handy, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on **12/09/08** as indicated below and effective as of **9th** day of **December, 2008.**

THE ENGINEER:

Jacinto Garza, P.E./President

THE OWNER:
HIDALGO COUNTY

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT "B"

Services to be provided by the Engineer

PROJECT LIMITS:

- **FM 493: From US 281 (Military Highway), North 6.65 Miles, to Business 83**

GENERAL SCOPE OF WORK:

The work to be performed by the Engineer under this Contract shall consist of providing Engineering Services required for the preparation of Schematics, Preliminary ROW Ownership, Environmental Assessment, Public Involvement, Design Surveys and ROW Determination, Outfall Identification and Hydrologic Map, Utility coordination, PS&E Development and bidding documents. In addition, this contract will include ROW acquisition provider services and construction inspection and construction material testing. The Engineer will prepare bid packages as identified in the Work Authorization for the reconstruction of FM 493 from US 281 (Military Highway) North 6.65 Miles to Business 83 in two sections. Section 1 is from Bus 83 to Champion Street and Section 2 is from Champion Street to US 281. The proposed improvements are to overlay the Section 1 and reconstruct Section 2 from an existing 28' roadway to 40 foot rural roadway providing for two lanes and shoulders along with associated drainage, structures, and grading including Traffic Control, Signing & Striping, and Traffic Signal/Flashing Beacon Installations for the subject limits.

The work to be performed by the Engineer shall also include the review of the existing drainage patterns to determine if the proposed roadway can be designed utilizing the existing outfalls. The basis for this estimate is based on the premise that the existing outfalls located at the ROW line of FM 493 will be utilized. The Engineer will examine the proposed outfall locations and associated hydrologic and hydraulic conditions and determine the feasibility and practicality of using the existing outfalls or if new outfalls are needed. **This scope does not include designing outfalls outside of the existing ROW for FM 493.** In addition, the scope includes coordinating the utilities along the project limits in preparation for construction.

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this contract, except as otherwise specified in Exhibit A, "Services to be Provided by the County".

GENERAL SCOPE OF WORK:

The Scope of Work for this Work Authorization will be identified as follows:

- ***FC110 ~ Design Schematic Development***
- ***FC120 ~Social, Economic, and Environmental Studies, and Public Involvement***
- ***FC130 ~ Existing Right-of-Way Determination***
- ***FC150 ~ Design Surveys***
- ***FC160 ~ Roadway Design***
- ***FC161 ~ Hydrologic/Hydraulic Study***
- ***FC162 ~ Signing, Pav't Marking, Signals***

- ***FC163 ~ Irrigation Str., Estimate, Specs, Gen Notes, Misc***
- ***FC164 ~ Contract Management***
- ***FC 320 – Construction Inspection and Construction Material Testing***
- ***FC 600 – ROW Acquisition Services***

FC 110 ~ DESIGN SCHEMATIC DEVELOPMENT

After the existing centerline alignment is recovered and the proposed centerline is approved by TxDOT, the Engineer will develop a design schematic for submittal to TxDOT's Design Division.

Design Criteria

- The Engineer will prepare a Design Summary Report (DSR) to document the design criteria for the project and submit it to TxDOT for further processing.
- A Design Concept Conference (DCC) will be held to discuss and review the design criteria. The Engineer will prepare a Meeting Summary Report which will describe in detail the decisions made at the DCC and distribute it to everyone in attendance.
- The Engineer will prepare a preliminary construction cost estimate based on the results of the DCC and submit it to TxDOT.

Design Schematic

- The Engineer will develop a preliminary design schematic, based on the alignment previously selected, and submit to TxDOT for review.
- The Engineer will revise the schematic to incorporate TxDOT's comments and provide to TxDOT.
- A public meeting for this project will be scheduled. The Engineer will attend and will provide TxDOT with technical support.
- The Engineer will meet with TxDOT after the meeting to discuss modifications, if any, to the design schematic. The Engineer will incorporate the changes agreed upon, into the schematic and submit the revised schematic to TxDOT for further submittal to the Design Division and/or FHWA.
- After receiving approval of the design schematic from TxDOT, the Engineer will proceed with finalizing the design and complete the PS&E.
- The Schematic details will be completed to the Districts identified checklist.

Drainage

- The Engineer will evaluate the adequacy of the existing outfalls and develop a Hydrologic Map for the project identifying if any outfalls are needed for the project. The Engineer will coordinate with the Hidalgo County Drainage District No. 1, the Irrigation Districts, and cities in the area.

Irrigation Structures

- The Engineer will define the horizontal layout of the irrigation system in place and draw on the schematic the basis for maintaining the irrigation system whole.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

The Engineer will conduct the necessary research and field investigations to prepare an

Environmental Assessment document to obtain a Finding of No Significant Impacts (FONSI) clearance for the project.

Task I. Document Purpose and Need for the Project: This section will include text and graphics illustrating the description, purpose and need, objectives of the project and the existing and proposed project design. This section will also provide a description of the issues eliminated from further study.

Task II. Alternatives: This section will include text and graphics illustrating the different alternatives considered prior to selecting the preferred. It will also describe the reasonable alternatives and those eliminated from further study.

Task III. Affected Environment and Environmental Consequences: For each of the following categories the necessary background and field reconnaissance will be performed to gather data necessary for the completion of the EA. This will assist in determining which issues should be eliminated from further study or studied in detail.

Land Use and Socio-economic Impacts: Pertinent social and economic issues will be addressed in the EA; a separate report will not be prepared. At this time, it is unknown if relocations will occur; however, the EA will address any relocations anticipated. No other impacts to land use, land planning or socio-economic issues are anticipated. A Section 4(f)/6(f) will not be prepared.

Ecological Resources: A characterization of the project's ecological resources, including wetlands, vegetation, prime farmland and wildlife habitat characteristics will be performed. Ecologically sensitive resources including protected species, if any, will be identified in order to assess potential effects of project construction and operation. Any presence or absence surveys for endangered species will not be conducted. The project will be assessed for compliance with the Nationwide Permit Program; however, a permit is not anticipated. Any permitting required will be conducted by TxDOT.

Hazardous Materials: A field screening and an internet data search for potential hazardous materials sites will be conducted. A Phase I Environmental Site Assessment for hazardous materials will not be conducted.

Noise and Air Quality: A noise analysis and air quality impacts will be assessed under this scope.

Field Investigations: Field visits to identify potential environmental constraints involving land use, ecological resources and potential hazardous material sites will be conducted.

Graphics: Report graphics will be prepared for the EA as needed to show the project location, typical sections and project area photographs. In addition, the project layouts/photographs will show those resources that are necessary to convey the project's impacts to the reviewers.

Public Involvement – A discussion will be provided regarding any public involvement which occurs on the project.

Report Preparation and Submittal – The Engineer will prepare an environmental document (EA) that complies with applicable procedures of the National Environmental Policy Act (EPA) and Federal Highway Administration Technical Advisory 6640.8A. The analysis will address the

adverse and beneficial impacts of project construction and operation. Mitigation options will be emphasized where adverse impacts may potentially occur.

The Engineer will submit one draft copy of the report for review by the TxDOT Pharr District. Color photographs and exhibits will be included in both the draft and final reports. All review comment responses will be provided in writing and a meeting will not be required to discuss review comments. The draft report will be revised to incorporate District's comments. Thirteen (13) sets of the revised report will be submitted for review by ENV. After ENV reviews the report, the document will be revised and eight (8) sets of the report will be submitted. Because this project would obtain a Categorical Exclusion, no other revisions will need to be made. Upon receiving a Categorical Exclusion, a CD which includes the document and exhibits will be provided to the District for their files.

Coordination – L&G will coordinate with the SWCA to conduct all Cultural Resource Surveys and reports. TxDOT will coordinate with the appropriate resource agencies to obtain environment clearance for completion of project.

Assumptions used to derive to proposed fee estimate and scope of services:

- The Engineer will conduct field investigations in two field trips.
- The Engineer will attend the DCC and one meeting.
- All investigations will be conducted based on existing literature, field reconnaissance and aerial photographic interpretation.
- The draft EA will be submitted to TxDOT in 30 days after the public meeting and/or receipt of data needed.

FC 120 ~ ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

SWCA will conduct and prepare all Cultural Resource surveys and reports as required by TxDOT.

FC 130 ~ PRELIMINARY ROW DETERMINATION

FM 493 From Champion Street to US 281

General

1. The **Surveyor** will recover and or re-establish the existing Right-of-Way for the subject project.
2. The **Surveyor** shall monument the recovered ROW at all at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and 1000-feet stations after coordinating with the L&G Engineer. The **Surveyor** shall also monument all ROW corners.
3. **The Surveyor will submit a separate existing R.O.W. layout drawing (at scale of 1 inch = 100 feet), delineating the existing points recovered and all R.O.W. monuments that will be set before setting any points on the ground.** This map shall be utilized by L&G to attach it to the requests for the utility companies to adjust their lines prior to construction.

a. This map shall also contain the proposed centerline as set on the ground – **again do not set a centerline for construction until L&G Engineers have approved.**
b. Existing right-of-way lines will be delineated with appropriate bearings, distances, and curve data. The proposed centerline alignment will be delineated with appropriate bearings, distances, curve data and stationing. The existing ROW layout sheets stationing will be based on the proposed alignment. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
c. Monumentation set or found will be shown and described as to material and size.
d. A station and offset based on the proposed alignment will be shown for all points set and/or recovered.
e. Intersecting streets will be shown and identified by name and right-of-way width.
f. Railroads will be shown and identified by name and right-of-way width.
g. A note will be included on each sheet stating the basis of bearings, coordinates, and datum used.
h. All existing right-of-way layout sheets shall be 11" x 17". The borders around these map sheets should ½" from the right side of the map, the top and the bottom. The border on the left side is 2". Scale of 1"=100'.

FC 150 ~ DESIGN SURVEYING

FM 493 From Champion Street to US 281

A. Design Survey

1. **The Limit of the Design survey shall be 1000-ft before and after the limits of the project. Set horizontal and vertical control for FM 493 from Bus 83 to US 281. The Basis for the H & V Control shall be the control previously established on US 281.** Set benchmarks at max 1000-ft intervals. The BM's shall be #5 I.R. 2-ft in depth set in concrete. An H&V Book will be provided to the Engineer with 3-pt reference ties.
2. Field Topographic Survey - Verify accuracy of existing topographic information by checking coordinates of Horizontal control points and elevations of benchmarks previously established by TxDOT.
3. Update existing planimetric data with current information of any improvements and apparent changes in the topography since the original planimetric data was obtained as well as field tie all existing drainage structures, driveways, and pavement edges as well as all existing roadway centerline and roadside drainage ditch profiles.
4. Fill all existing planimetric mapping void areas along FM 493, data processing and CADD mapping (2d and 3d) update, (4.7 Miles including additional limits).
5. Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2d and 3d) update.
6. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the surveyor.

6a. The surveyor shall recover and reestablish the existing centerline then coordinate with the Engineer to establish the existing centerline stationing based on the old stationing of the previous plans south of Mile 10.

7. Stake proposed centerline/baseline at 1000-foot stations, PC's and PT's as directed by Engineer. (No. 5 I.R. 2-ft long).—FOR CONSTRUCTION but not until the Engineer directs the surveyor to do so.
8. The Surveyor shall also paint the proposed centerline on the proposed pavement. (500-ft stations and a tick mark at 100-ft stations ---12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.
9. Extend topographic survey 500 feet to each side of the existing Right-of-Way on all the intersecting streets for the limit of the project except at the existing drain ditches, the survey shall be extended 500-ft east and west from the existing FM 493 ROW and the x-sections shall be 50-ft Lt and Rt from the ditch centerline plus tieing in all topo.

B. Utilities

1. Coordinate with engineer to have all existing underground utilities marked by utility companies along FM 493 and intersecting streets. Field tie the marked locations and process the information to include in the planimetric CADD mapping files. Utility lines shall be properly labeled and placed in separate levels in accordance with TxDOT requirements.
2. Collect vertical information of all exposed (by utility companies) utilities that have been identified as possible conflicts by the Engineer and process as above.

C. Miscellaneous

1. Provide the engineer with a copy of all field books developed during this project. The field books shall supplement the graphical information submitted by the surveyor. Accurate sketches of the existing conditions of all irrigation and drainage structures that were tied down by the surveyor shall be included in the field books.

2. A horizontal and vertical. control book shall be submitted to the engineer. This control book shall include the reference sketches to the BM's and Horizontal Control. Points as well as describe the basis of the datum's used.

FC 160 – DESIGN

PS&E for the above work shall be prepared in accordance with the applicable requirements of TxDOT Specifications, Standards, and manuals (updated for revisions). Whenever possible, the Department's standard drawings, standard specifications, or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be in the Departmental format and, to the extent possible, incorporate references to approved Department test procedures.

The Engineer shall furnish three (3) final cross-section plots showing both the original terrain (modified) and the design cross-sections, showing the roadway template. The design cross-sections shall indicate the slope rate on the side slopes.

FC 161 – DRAINAGE

The Engineer will perform a Geopak Drainage generated drainage analysis for all drain systems which will also include contributing runoff from the Adjacent Properties. This drainage analysis will be prepared prior to detailed design of drainage structures and will contain drainage area map(s), hydraulic calculations and Thysys and/or HEC-RAS analysis for TxDOT to approve.

FC 161 - STORM WATER POLUTION PREVENTION PLAN (SW3P)

The **ENGINEER** shall complete the plans adequately addressing a storm water pollution prevention plan for the entire project during all phases of construction. SW3P layouts shall be developed on the TCP plan sheets. SW3P plans shall **generally** include the following drawings:

- **Summary Sheet on TCP's**
- **Details & Standards**

The Engineer shall develop a project specific Storm Water Pollution Prevention Plan (SW3P) to comply with the Federal Regulations (40 CFR part 122) published in the Federal Register on Sept. 9, 1992.

FC 162 - SIGNAL DESIGN

Project Understanding

The Engineer will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the installation of permanent signals along FM 493 after and if warrants are met.

TASK 1 – General Notes for Traffic Signal installation

The Engineer will setup the General Notes sheet(s) and prepare the general notes for the traffic signal design, as well as the signing, pavement marking and wheelchair ramp design at the above intersections.

TASK 2 – Estimate and Quantities

THE ENGINEER will prepare Basis of Estimate sheets with adequate number of columns to reflect the number of the above intersections and one column for the total quantities.

THE ENGINEER will calculate quantities and prepare cost estimates at 60%, 90% and 100% levels of completion.

TASK 3 – Condition Diagram

THE ENGINEER will setup the condition diagram sheets that would show the existing configuration of each intersection and other elements as required by TxDOT.

TASK 4 – Proposed Signal Plan Layout

THE ENGINEER will setup proposed signal layout sheets that would show the proposed geometry of the above intersections along with the basic elements of the signal design, such as location of signal poles, pedestrian poles, wheel chair ramps, cross walks and service pole locations.

THE ENGINEER will contact the local power company for electrical service requirements at each of the above interceptions.

THE ENGINEER will produce submittals for TxDOT's review at the 60%, 90% and 100% completion levels.

TASK 5 – Signal Phasing and Timing

Based on traffic counts furnished by TxDOT, the Engineer will develop optimal phasing and timing charts for each of the AM peak, PM peak and Off-peak time periods, using appropriate software. The charts will be presented to TxDOT for review and approval before their incorporation into the plan sheets.

TASK 6 – Standard Sheets List

The Engineer will prepare a list of standard sheets for the 60%, 90% and 100% submittals. The Engineer will also prepare the drill shaft tables on the TSFD standard sheet as well as the shipping parts list on the SP/SMA standard sheet.

TASK 7 –Specifications List and Cost Estimate

The Engineer will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. The Engineer will also prepare cost estimates at the 60%, 90% and 100% submittals.

TASK 8 – Electrical Schedules

The Engineer will prepare tables, depicting the electrical schedule for each signalized intersection. The electrical schedules will be shown on the same sheets with the loop detector schedules and phasing/timing tables.

TASK 9 – Field Investigation and Meetings

The Engineer will conduct field investigations at the above intersection locations and record pertinent signal design information as well as identify potential design issues.

The Engineer will participate in one project progress meeting with L&G/TxDOT.

TASK 10 – Other services

The Engineer will provide tables with electrical service data for each of the services poles required at the above intersections.

Other services not covered in the above scope will be negotiated separately.

FC 162 – PAVEMENT MARKING AND MARKER LAYOUTS

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the pavement marking and markers along FM 493 and all cross street approaches for the length

shown in the plan and profile layouts. Work will include design of ADA compliant wheelchair ramps that line up with the proposed crosswalks and any signal pole locations.

TASK 2 – Estimate and Quantities

The Engineer will prepare a summary of pavement marking and marker quantities (Basis of Estimate sheet) with adequate number of columns to reflect the types of markings to be installed by each payout sheet and one column for the total quantities.

The Engineer will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

The Engineer will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 –Specifications List and Cost Estimate

The Engineer will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. The Engineer will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 162 – SIGNING AND DELINEATION LAYOUTS

TASK 1 – Plan Layouts (1"=100')

L&G will produce a complete set of Plans, Specifications and Estimates (PS&E) that cover the signing and delineation along FM 493 and all cross street approaches for the length shown in the plan and profile layouts. The work will include design of flashing beacons near the School. The plans will show the following:

Existing signs to remain in place
Existing signs to be removed
Proposed new signs
Proposed new delineators and object markers.

L&G will prepare signing and delineation plans for all major cross streets.

TASK 2 – Summary of Small Signs

L&G will prepare a summary of small signs sheets along with a descriptive codes sheet. (Basis of Estimate sheet).

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 3 – Standard Sheets List

L&G will calculate quantities at 60%, 90% and 100% levels of completion.

TASK 4 –Specifications List and Cost Estimate

L&G will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. L&G will also prepare cost estimates at the 60%, 90% and 100% submittals.

FC 163 - IRRIGATION SIPHONS AND CANALS

The ENGINEER shall coordinate with the Irrigation District(s) and prepare all necessary drawings needed for maintaining the functionality of irrigation districts irrigation lines.

FC 163: TRAFFIC CONTROL

The Engineer shall determine the project construction sequence and design a traffic control plan based upon the Texas MUTCD and the latest district traffic control design requirements. This shall include field investigations into such items as any Drainage Structures, utilities, R.O.W. restrictions, adjacent properties and cross street access, and other items which may ultimately affect the safe handling of traffic during the construction sequence.

The engineer shall meet with the Pharr District personnel early in the project design as soon as a construction sequence is developed. The construction sequence shall be updated periodically as the design progresses.

The engineer shall prepare drawings for each phase, based upon the agreed sequence of construction. The drawings shall indicate traffic lanes versus work zones per phase, including all required detours. Consideration shall be given to the use of temporary traffic control signals and, if needed, how to utilize and coordinate with the various phases. The drawings will be used by the District to obtain final concept approval of the TCP from the District Traffic Control Review Committee. Based on the results of the safety review team meeting, the detailed Traffic Control PS&E will be completed.

FC 163: UTILITIES

The Engineer shall coordinate the utilities as follows: (L&G will conduct two utility meetings with the owners at the County or at L&G's office in coordination with TxDOT)

A. Determine the ownership of the existing utilities on the subject project.

B. Contact the utility owners and locate (horizontally and vertically) existing utilities on the ground.

C. Evaluate utility conflicts with proposed construction. Prepare and submit drawings to the County, Utility Companies and copies to TxDOT, for required utility adjustment. The following information will be submitted for each required utility adjustment.

   1. A reproducible drawing 8-1\2" x 11", 11" x 17", or 22" x 34" (as appropriate) for each utility adjustment

   2. Drawing will include the following:

      a) Existing and/or proposed R.O.W lines.
      b) Existing and/or proposed roadways.
      c) Proposed drainage structure

d) Existing underground utility in plan and profile.
e) Owner of utility.
f) Benchmark

3. Provide copies to TxDOT of correspondence with utility companies and cities. If initial contact was made by phone, provide name of company and representative's name and telephone number.

4. Prepare a detailed list to TxDOT of all conflicts with existing utilities during the drainage structure design phase. List must include the following:

   a) Highway station number.
   b) Name of utility company and type of facility.
   c) Proposed highway facility - the conflict with: storm sewer, roadway, drainage ditch, drill shaft, etc.

4. The Engineer shall be responsible for notifying all utility owners, early in the design phase, regarding any utility adjustments.

5. Utility agreements to be developed by consultant, sent by consultant to companies and coordinate with them.

FC 163: BIDDING DOCUMENTS

1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

FC 164 – CONTRACT MANAGEMENT

The Engineer will be required to meet with designated TxDOT representatives on a regularly scheduled basis to report on progress. A typewritten progress report will be required, together with evidence of the work accomplished during the period since the previous report. A bar chart indicating the percentage of completion of each task shown on Attachment "C" will also be required. Formal progress reports with bar charts will be required on a monthly basis.

The Engineer will establish a separate cost accounting system for each control-section-job (C-S-J) number to properly allocate all labor and expenses incurred. The Engineer shall invoice monthly according to Function Code breakdowns.

Client: Hidalgo County

ATTACHMENT C
WORK SCHEDULE
FM 493
FROM US 281, North to Business 83

TASK AND DESCRIPTION	FIRM	2008			2009												2010										
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
WORK AUTHORIZATION NO. 1																											
PROJECT PLANNING																											
Obtain Right of Entry (SURVEYING)	L&G																										
Update Planimetric and DTM files	L&G																										
DESIGN SURVEYS	L&G																										
EXISTING RIGHT-OF-WAY LAYOUT	L&G																										
□ meetings - w/ Hidalgo County Drainage District No. 1	L&G																										
□ meetings w/ City of Donna	L&G																										
□ meetings - w/ Precinct No.1	L&G																										
Hydrologic Map	L&G																										
Utility Coordination	L&G																										
Coordination with TXDOT AND COUNTY	L&G																										
Coordination with 2 Irrigation Districts	L&G																										
Schematic & Environmental Document Development																											
Develop Schematic with outfalls	L&G																										
Meet w/TxDOT and revise schematic as per comments	L&G																										
TXDOT and COUNTY approves Schematic	TXDOT																										
Schedule and hold public meeting	TXDOT																										
Draft Environmental Document, Field Visits, etc	L&G																										
Submit Draft EA	L&G																										
District Review/Revisions	TXDOT																										
ENV Review/Revisions	TXDOT																										
Revisions as per ENV comments	L&G																										
Agency Coordination	TXDOT																										
Environmental Clearance	TXDOT																										
PS&E DEVELOPMENT																											
TXDOT AND COUNTY REVIEW OF OUTFALL LOCATIONS	L&G																										
COMPLETE INTERSECTION LAYOUTS	L&G																										
DESIGN HYDRAULIC STRUCTURES OUTFALLS, ETC	L&G																										
DESIGN STORM DRAIN SYSTEM	L&G																										
DESIGN ROADWAY	L&G																										
SIGNING, PAVT MARKINGS AND SIGNALS	L&G																										
TXDOT REVIEW PLANS	TXDOT																										
Complete Bidding Documents and recieves bids	L&G																										
TXDOT COMPLETES ROW MAP																											

ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK & ROW ACQUISITION PROVIDER SERVICES
TXDOT FUNCTION
CONSTRUCTION MANAGEMENT

EXHIBIT "D" FEE SCHEDULE FOR WORK AUTHORIZATION #1

ENGINEERING BUDGET ESTIMATE AND FEE FOR FM 493 SOUTH PROJECT

ROADWAY PROJECT ENTIRE LENGTH (Miles) Section 1: From BUS 83 to Champion St. (0.78 mi) Section 2: From Champion St to US 281 (5.87 mi)	6.65 Miles
LIMITS:	US 281 Military North 6.65 miles to BUS 83
EXISTING ROADWAY SECTION:	64' F-F urban roadway and a 28'/32' Rural
EXISTING ROW WIDTH:	80' - 60' (varies)
PROPOSED INITIAL ROADWAY SECTION: PROPOSED ULTIMATE ROADWAY SECTION:	40' Rural 84' F-F Urban
PROPOSED ROW WIDTH:	120' max
ESTIMATED CONSTRUCTION COST **ULTIMATE ROADWAY SECTION** (3.6 Mil/mi) (5.87 Miles)	$21,140,000.00
ESTIMATED CONSTRUCTION COST **INITIAL ROADWAY SECTION** (BUS 83 South to US 281) (0.78 miles of 64' F-F overlay, 5.87 miles of reconstruction to 40-ft rural roadway)	$5,198,864.93

ESTIMATED PROJECT COSTS	***COUNTY***
TOTAL ROADWAY CONSTRUCTION COST	$ -
Section 1: From BUS 83 to Champion St. (0.78 mi)	
Section 2: From Champion St to US 281 (5.87 mi)	
WORK AUTHORIZATION #1	
Schematic based on ultimate construction design (15% of 8% PS&E)	$ 254,000.00
Preliminary ROW Ownership	$ 35,000.00
Environmental Assessment & PI Support and Hist and Archeological	$ 90,000.00
Design Surveys	$ 150,000.00
Outfall Identification & Hydrologic Map Fed/state/county requirements	$ 67,000.00
Utility Coordination on State Project w/Fed funds	$ 102,000.00
PS&E Development (8% of est initial construction cost)	$ 416,000.00
SUB-TOTAL WORK AUTHORIZATION NO. 1	**$ 1,114,000.00**
TOTAL PROJECT COST	**$ 1,114,000.00**

DATE: February 3, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: DBM for Pct. 1-FM 493 Project

ACCOUNT NUMBER: 9-1201-431-00-121-053-0-841

Contact Person: Ivan Cantu **Ph#** (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
9-1201-431-00-121-053-0-841	Pct. 1-FM 493(US281-BUS83)-	Aid to Govt. Agency	1,144,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**1,144,000.00**

REASON: To fund the WA #1 for L & G Engineering in relation to the FM 493 Project. Contract has been fully executed. Creation of requisition by Pct. 1 and approval of PO by purchasing is pending appropriation as per Noe Montez from Pct. 1.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-13758 **20.E.3.**

2008 Appropriation for Health Benefits Fund (2201)

CC REGULAR

Date: 02/09/2009
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Health Benefits Fund (2201)
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Health Benefits (2201):
Approval of 2008 appropriation of funds for Health Benefits Fund (2201) in the amount of $81,017.96 to fund year end expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-2201-415-00-115-010-0-524
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation in the amount of $81,017.96. Funding available for appropriation as of 2/3/09.

Attachments

Link: 2008 BA for Health Benefits (2201)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/03/2009 10:01 AM	APRV
2	Rey Salazar	Rey Salazar	02/05/2009 02:16 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Dale Kennan — Started On: 02/03/2009 09:00 AM

Final Approval Date: 02/06/2009

DATE: February 3, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Health Benefit fund (2201)

ACCOUNT NUMBER: 8-2201-415-00-115-010-0-524

Contact: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

2008
Appropriation

AI-13758

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-2201-415-00-115-010-0-524	HEALTH BENEFITS TPA&STP LOSS-GENERAL INS	81,017.96
	TOTAL BUDGET INCREASE (DECREASE)	$ 81,017.96

REASON: To appropriate funding in the amount of $81,017.96 into HEALTH BENEFITS TPA&STP LOSS-GENERAL INS to cover negative balance in 2008.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-13805 **20.E.4.**

2009 appropriation for Precinct 2 Tower Road Drainage (1202)

CC REGULAR

Date:	02/09/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Precinct 2 Tower Road Drainage (1202)
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Precinct 2 - Tower Road Drainage (1202):
Approval of 2009 appropriation of funds for Precinct 2 Tower Road Drainage Project (1202) in the amount of $569,005.57 to fund the Tower Road Drainage Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1202-431-00-122-031-0-733

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

BUDGETARY IMPACT:

Appropriation in the amount of $569,005.57. As of 2/4/09, $2,805,806.66 will close to fund balance when 2008 year is closed and then will become available for appropriation in 2009.

Attachments

Link: 2009 BA for Pct 2 Tower Road Drainage

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/04/2009 11:27 AM	APRV
2	Rey Salazar	Rey Salazar	02/05/2009 02:35 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Dale Kennan Started On: 02/04/2009 11:12 AM

Final Approval Date: 02/06/2009

DATE: February 4, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for PCT.2
Tower Road Drainage Project (1202)

ACCOUNT NUMBER: 9-1202-431-00-122-031-0-733

Contact: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

2009
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1202-431-00-122-031-0-733	TOWER RD-DRAINAGE DITCHES & STRUCTURES	569,005.57
	TOTAL BUDGET INCREASE (DECREASE)	$ 569,005.57

REASON: To appropriate funding in the amount of $569,005.57 into TOWER RD-DRAINAGE DITCHES & STRUCTURES to fund Tower Road Drainage Project for Precinct 2.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-13858 **20.E.5.**

TXDOT Pct. 1 Mile 6 West project 2009 appropriation (1315)

CC REGULAR

Date:	02/09/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

TxDOT-Pct. 1 (1315):
Approval of 2009 appropriation of funds from SIB loan proceeds for TxDOT Project-Mile 6 West in the amount of $363,588.01 to fund pending project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-121-039-0-XXX

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

BUDGETARY IMPACT:

2009 appropriation for the Mile 6 West project
731 $303,088.01
711 $60,500.00

Attachments

Link: Mile 6 West Appropriation

Link: TxDOT Concurrence

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	02/05/2009 04:03 PM	APRV
2	Sergio Cruz	Sergio Cruz	02/05/2009 05:35 PM	APRV
3	Budget & Management	Veronica Lopez	02/06/2009 07:42 AM	APRV
4	Veronica Lopez	Veronica Lopez	02/06/2009 08:15 AM	APRV
5	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Ivan Cantu Started On: 02/05/2009 02:06 PM

Final Approval Date: 02/06/2009

DATE: February 9, 2009

DEPARTMENT HEAD: RAUL SILGUERO

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR TXDOT PROJECTS FUND (1315)

ACCOUNT NUMBER: **9-1315-431-00-121-039-0-XXX**

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1315-431-00-121-039-0- 731	TXDOT PRJ-MILE 6 WEST-ROADS	303,088.01
9-1315-431-00-121-039-0- 711	TXDOT PRJ-MILE 6 WEST-ROW	60,500.00
	TOTAL BUDGET INCREASE (DECREASE)	**363,588.01**

REASON: **TO FUND MILE 6 WEST ROAD PROJECT FROM SIB LOAN PROCEEDS.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

January 28, 2009

PROJECT: Mile 6 W.
COUNTY: HIDALGO
DISTRICT: PHARR

Hidalgo County Department of Budget & Management-Budget Division
100 E. Cano, 2nd Floor, Administrative Building
Edinburg, TX 78539
ATTN: Mr. Sergio Cruz

Dear Mr. Cruz:

We have reviewed the scope and fees for the aforementioned project. We concur with the scope and fees. We recommend endorsement of contract.

If you have any questions or if we may be of any assistance, please call Jesus A. Noriega at 702-6264.

Sincerely,

Hector P.Gonzalez, P.E.
Pharr Area Engineer

AI-13871 **20.E.6.**

Approriate/Unappropriate- Co. Auditors

CC REGULAR

Date:	02/09/2009
Submitted By:	Veronica Lopez, BUDGET & MANAGEMENT
Submitted For:	Raul Silguero
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

TXDOT Fund (1315)
Approval to appropriate and unappropriate 2008 revenues & expenditures for the TXDOT-FM 907 project in the amount of $36.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1315-XXX-X0-121-00X-0-XXX

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

BUDGETARY IMPACT:

Approval to appropriate and unappropriate 2008 revenues & expenditures for the TXDOT-FM 907 project in the amount of $36.00.

Attachments

Link: AI- 13871

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/05/2009 04:52 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/05/2009 04:59 PM	APRV
3	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Veronica Lopez Started On: 02/05/2009 04:01 PM

Final Approval Date: 02/06/2009

DATE: February 3, 2009

DEPARTMENT HEAD: Raymundo Eufracio, CPA

DEPARTMENT NAME: Auditor's Office

ACCOUNT NUMBER: 8-1315-431-00-121-054-0-841
8-1315-334-30-121-005-0-000
8-1315-337-00-121-002-0-000

SUBJECT: Inter-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1315-431-00-121-054-0-841	TXDOT-FM907-AID TO GOVT AGENCY	36.00
8-1315-334-30-121-005-0-000	INTERGOVT'L REV-TXDOT-FM907	36.00
8-1315-431-00-121-054-0-841	TXDOT-FM907-AID TO GOVT AGENCY	(36.00)
8-1315-337-00-121-002-0-000	INTERGOVT'L REV-ALAMO-FM907	(36.00)
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: To Appropriate or unappropriate for actual expenditures incurred for FM907 and record the estimate revenues.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

AI-13752 **21.A.4.**

Demonstration Program Primary/Specialty Health Care Services And/Or Targeted Case Management Services

CC REGULAR

Date:	02/09/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation for discussison, consideration, and approval of a request from "Nuestra Clinica Del Valle" for Hidalgo County to accept the "revised" budget which does not exceed the original awarded amount of $217,619.00 (Commissioners Court-04/07/08) for: Demonstration Program Primary/Specialty Health Care Services And/Or Targeted Case Management.

BACKGROUND

The approved budget amount does not change, their only changes were within their line items in their report.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

It is only for approval of the revised budget report by requester. No fiscal impact.

Attachments

Link: Letter Of Request

Link: Original And Revised Budget Report For Nuestra Clinica

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2009 05:13 PM	APRV
2	Budget & Management	Veronica Lopez	02/04/2009 07:42 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/05/2009 02:09 PM	APRV
4	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Vangie Garcia — Started On: 02/02/2009 01:52 PM

Final Approval Date: 02/06/2009

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, February 02, 2009 1:49 PM
To: 'Mike Escaname'
Cc: 'becky.luna@auditor.co.hidalgo.tx.us'; 'Dairen Sarmiento'; 'Lucy Ramirez'
Subject: RE: Can you place this on Commissioners Court for approval?

Hi Mike,
I will be placing this item on the following court date of Tuesday, February 10, 2009. I will let Nuestra Clinica Del Valle know. If you have any questions, please call me. Thank you.

From: Mike Escaname [mailto:mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Wednesday, January 28, 2009 10:10 AM
To: Evangelina Garcia
Cc: becky.luna@auditor.co.hidalgo.tx.us; dairen.sarmiento@hchd.org
Subject: FW: Can you place this on Commissioners Court for approval?

Hello Vangie,

Nuestra Clinica Del Valle Inc. is requested a Budget Amendment to their Health & Human Services Grant Funding from Hidalgo County.

As you have done in the past, can you please place on the next CC agenda for consideration and approval.

Thanks for all the work you've done on this program.

Have a great day!

Mike Escaname
Grant Accounting Supervisor
Hidalgo County Auditor's Office
(956) 318-2511 ext. 4670

From: Dairen Sarmiento [mailto:dairen.sarmiento@hchd.org]
Sent: Wednesday, January 28, 2009 8:43 AM
To: Escaname, Mike
Subject: Can you place this on Commissioners Court for approval?

Dairen Sarmiento,Director
County Indigent Health Care Program
Health & Human Services Department
1304 South 25th Avenue

Edinburg, Texas 78539
(956) 318-2011 extension 424
(956) 318-2019 FAX

-----Original Message-----
From: "clara guzik" <cguzik.nuestraclinica@tachc.org>
Sent 1/27/2009 3:11:45 PM
To: dairen.sarmiento@hchd.org
Cc: lramirez.nuestraclinica@tachc.org
Subject: Budget Report

Good afternoon,
Attached please find our budget report. Would you please confirm whether this will make the Commissioner's meeting?
Thank you.

Clara I. Guzik
Administrative Assistant
Nuestra Clinica Del Valle, Inc.
P.O. Box 1689
Pharr, TX 78577
PH: 956-787-8915 ext 232
Fax: 956-787-2021
cguzik.nuestraclinica@tachc.org

Progress Report & Budget Revision Request

"Women's health Improvement Network (WIN)" Project

Tuesday, January 27, 2009

To: Dairen Sarmiento
Human Services Director, Hidalgo County
1304 South 25th Street
Edinburg, Texas 78539
Phone: (956) 383-6221

Respectfully submitted,

Grantee: Nuestra Clínica Del Valle

Address: 801 W. 1st Street
San Juan, TX 78589
956-787-0787

By: _____

Printed Name: Lucy Ramirez, Executive Director

Budget Revision Request

Budget Request.

The table below depicts the current WIN budget. The project recently added 130 WIN clients, and there are 148 pending WIN procedures and appointments that are scheduled for January-April 15, 2009.

WIN Budget

Budget Category	**Current budget**
Diagnostic mammograms	$5,600.00
Breast Ultrasound	$2,800.00
Ultrasound with Aspiration	$10,536.00
Surgeon & Treatment	$49,670.00
Radiation/Chemotherapy extended care	$78,430.00
Primary care appointments	$18,300
Promotora Case Management	$52,283.00
TOTAL Direct Costs	**$217,619.00**

The purpose of this budget revision request is to utilize remaining funds for the above procedures listed. As stated in the original proposal to the County (November 2007), the proposed budget was an **example** of how funds might be potentially utilized. Predications were made based on American Cancer Society treatments and options; however, estimating the exact procedures each client will need is difficult. The budget on the following page is a suggested budget for reallocating funds based on how funds the previous nine months have been spent, though ideally, the project would not be limited by budget category items (for diagnostic procedures) and the project be allowed to spend the money for patients needing follow-up and specialty care. The amounts in **bold** depict a change (the primary care appointments and case management amounts would stay the same).

Requested Revised WIN Budget

Budget Category	Current budget	Revised Budget
Diagnostic mammograms	$5,600.00	**$40,600.00**
Breast Ultrasound	$2,800.00	**$47,800.00**
Ultrasound with Aspiration	$10,536.00	**$13,636.00**
Surgeon & Treatment	$49,670.00	**$20,000.00**
Radiation/Chemotherapy extended care	$78,430.00	**$25,000.00**
Primary care appointments	$18,300.00	$18,300.00
Promotora Case Management	$52,283.00	$52,283.00
TOTAL Direct Costs	**$217,619.00**	**$217,619.00**

Justification.

The request for this budget revision is to allow the project to serve as many colonia residents in Hidalgo County as possible. Fortunately, the number of women needing follow-up and specialty care was significantly below that of national statistics—which were used to calculate the initial budget. Nationally, 20% of women receiving a screening mammogram will need additional follow-up. Of the original 250 women screened, only 12% (31 clients), needed additional services. Nationally, of that 20% needing follow-up care, an additional 20% will need additional services. Out of the 31 original WIN clients, to date, none have been diagnosed with breast cancer (one was diagnosed with lung cancer) and there are nine pending cases. However, statistics still demonstrate that Hispanic women have higher rates of breast cancer—particularly Hispanics along the border. Thus, by reallocating the funds for more diagnostic procedures, this will allow project staff to potentially find and assist women who may have breast cancer. The amounts for surgeon and treatment and radiation/chemotherapy categories were reduced, since there have been no present needs for these funds, though it is possible/probable that some of the new 130 clients will need these funds.

Additional factors related to the budget spending have been that providers have charged less than the Medicare reimbursement rates for various procedures. For example, some providers charge NCDV $65 for screening mammograms, compared to the Medicare reimbursement rate of $118.04. This reduced the amount almost by half for procedures. Also, a majority of the original 31 WIN clients were referred to the Breast and Cervical Cancer Program (Promesa de Salud), which pays for all diagnostic procedures. These clients were referred to BCCS before the project actually received funding for specialty care. The 130 new WIN clients will not be referred to the BCCS, given funds are available through the WIN project for follow-up services. Given that the project was able to add 130 clients (existing NCDV clients needing breast follow-up care without financial means) January 16-26, 2009, the project does not anticipate a problem with adding clients to utilize funds for diagnostic procedures. An additional factor in this request is the closing of UTMB Cancer Stop in McAllen, Texas, which has the potential to bring additional clients to the project. Thus, there is ample need in Hidalgo County to utilize funding for breast diagnostic and treatment procedures.

AI-13786 **21.A.5.**

Interlocal Agreements-Cities (Weslaco, San Juan & Palmview) with DPS and Hidalgo County (Breath Intoxilyzer Machines)

CC REGULAR

Date:	02/09/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the Interlocal Agreements for the "Breath Intoxilyzer Machines" related to the Hidalgo County Breath Test Services Project (previously approved on 01/06/09 for awarding to Mary Ann Peralez d/b/a Breath Test Service) as follows:

A. Interlocal-City Of Weslaco, Texas Department Of Public Safety and Hidalgo County-DPS Owned-Model 5000 Breath Test Instrument-DPS Tag No. 192731-Serial No. 68-000426;

B. Interlocal-Texas Department Of Public Safety and Hidalgo County-DPS Owned-Model 5000-Breath Test Instrument-DPS Tag No. 395194-Serial No. 68-0002689;

C. Interlocal-City Of San Juan and Hidalgo County-County Owned-Model 5000 Breath Test Instrument-County Tag No. 31243-Serial No. 68-002226;

D. Interlocal-City Of Palmview and Hidalgo County-County Owned-Model 5000 Breath Test Instrument-County Tag No. 31244-Serial No. 68-002261.

BACKGROUND

Interlocals were processed, submitted and assisted the purchasing department by legal counsel for Commissioners Court approval.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact for this request.

Attachments

Link: BREATH INTOXILYZERS TAG LIST

Link: CITY OF WESLACO-DPS-HIDALGO COUNTY

Link: DPS AND HIDALGO COUNTY

Link: PALMVIEW AND HIDALGO COUNTY

Link: SAN JUAN AND HIDALGO COUNTY

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2009 05:21 PM	APRV
2	Budget & Management	Veronica Lopez	02/04/2009 08:00 AM	APRV
3	Veronica Lopez	Veronica Lopez	02/05/2009 02:05 PM	APRV
4	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Vangie Garcia

Started On: 02/03/2009 04:47 PM

Final Approval Date: 02/06/2009

Intoxilyzer 5000 Breath Testing Instrument

9/16/2008

Hidalgo County Sheriff Office:

1) Intoxilyzer Model 5000

DPS Tag No. 395194 Serial No. 68-002689

Confirmed by: Lt. Ozuna, (956) 383-8114

Weslaco Police Department:

2) Intoxilyzer Model 5000

DPS Tag No. 192731 Serial No. 68-000426

Confirmed by: Martha, (956) 968-8591

Palmview Police Department:

3) Intoxilyzer Model 5000

Historical Cost: $6,314.00

Acq. Date: 09/16/1997

Hidalgo County Tag No. 31244 Serial No. 68-002261

Confirmed by: Chief Barrera, (956) 432-0303

San Juan Police Department:

4) Intoxilyzer Model 5000

Historical Cost: $6,314.00

Acq. Date: 09/16/1997

Hidalgo County Tag No. 31243 Serial No. 68-002226

Contact: Sgt. Luis Morales, (956) 787-9904

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WESLACO, TEXAS, TEXAS DEPARTMENT OF PUBLIC SAFETY AND COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the ____ day of _____, 2009, by and between the **CITY OF WESLACO, TEXAS** hereinafter referred to as "City", **TEXAS DEPARTMENT OF PUBLIC SAFETY**, hereinafter referred to as "DPS", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas:

WHEREAS, County is a county in the State of Texas;

WHEREAS, DPS is a state agency created under the laws of Texas;

WHEREAS, DPS owns an Intoxilyzer Model 5000 breath testing Instrument DPS Tag No. 192731, Serial No. 68-000426 (the "Instrument"), used to detect alcohol levels in persons subject to testing;

WHEREAS, DPS's Instrument has been strategically placed at the City's Police Department for the City's use and care and the placement of the Instrument at the City is believed to be in an optimal location;

WHEREAS, the City and County have a vested interest in reducing the number of individuals driving under the influence of alcohol;

WHEREAS, the County, through its contractor and/or vendor, proposes to be responsible for the maintenance and calibration of the Instrument through the duration of this Agreement;

WHEREAS, the City proposes to be responsible for the proper use and care of the Instrument and to be responsible for any damage, loss or theft of the Instrument;

WHEREAS, DPS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, DPS, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. DPS agrees to provide the Instrument to the City for use by the City's Police Department to detect alcohol levels in persons subject to testing.

2. County agrees to provide calibration and maintenance of the Instrument in a frequency necessary to keep the Instrument in compliance with local, state and/or federal rules which may affect the validity of the Instrument's readings.

3. City, at its own cost, shall be responsible for the proper use and care of the Instrument and shall be responsible for any damage, loss or theft of the Instrument which may occur while the Instrument is in the custody of City.

4. This Agreement shall be in effect for a period of three (3) years from the date and year of this Agreement as first stated above.

5. City shall make the Instrument available to its police officers at all times in order to maximize its benefits.

6. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.

7. **No Waiver**. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation 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 DPS, City and County, and not otherwise.

9. **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.

10. **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 DPS: _____
_____
_____

If to City: City of Weslaco
Attention: Mayor Buddy de la Rosa
255 South Kansas Ave.
Weslaco, Texas 78596

If to County: County of Hidalgo
Attention: J.D. Salinas, III, County Judge
P.O. Box 758
Edinburg TX 78540-0758

Each notice demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14. **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.

15. **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.

16. **Assignment.** This Agreement shall not be assignable.

17. **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 of paragraph hereof.

18. **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.

19. **Authority to Execute**. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

20. **Governmental Purpose**. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

21. **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.

22. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

CITY OF WESLACO, TEXAS

_____

Buddy De La Rosa, Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

J.D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, LLP

By: Stephen Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN TEXAS DEPARTMENT OF PUBLIC SAFETY AND COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the ____ day of _____, 2009, by and between the **TEXAS DEPARTMENT OF PUBLIC SAFETY**, hereinafter referred to as "DPS", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County is a county in the State of Texas;

WHEREAS, DPS is a state agency created under the laws of Texas;

WHEREAS, DPS owns an Intoxilyzer Model 5000 breath testing Instrument DPS Tag No. 395194, Serial No. 68-0002689 (the "Instrument"), used to detect alcohol levels in persons subject to testing;

WHEREAS, the DPS Instrument has been strategically placed at the County jail for use by the County's Sheriff's Office and is believed to be in an optimal location to achieve maximum use;

WHEREAS, the DPS and County have a vested interest in reducing the number of individuals driving under the influence of alcohol;

WHEREAS, the County, through its contractor and/or vendor, proposes to be responsible for the maintenance and calibration of the Instrument through the duration of this Agreement;

WHEREAS, the County further proposes to be responsible for the proper use and care of the Instrument and to be responsible for any damage, loss or theft of the Instrument;

WHEREAS, DPS and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, DPS and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. DPS agrees to provide the Instrument to the County for use by the County's Sheriff's Office to detect alcohol levels in persons subject to testing.

2. County agrees to provide calibration and maintenance of the Instrument in a frequency necessary to keep the Instrument in compliance with local, state and/or federal rules which may affect the validity of the Instrument's readings.

3. County, at its own cost, shall be responsible for the proper use and care of the Instrument and shall be responsible for any damage, loss or theft of the Instrument which may occur while the Instrument is in the custody of County.

4. This Agreement shall be in effect for a period of three (3) years from the date and year of this Agreement as first stated above.

5. County shall make the Instrument available to the Sheriff's Office at all times in order to maximize its benefits.

6. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.

7. **No Waiver**. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation 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 DPS and County, and not otherwise.

9. **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.

10. **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 DPS: _____
_____
_____

If to County: County of Hidalgo
Attention: J.D. Salinas, III, County Judge
P.O. Box 758
Edinburg TX 78540-0758

Each notice demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14. **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.

15. **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.

16. **Assignment**. This Agreement shall not be assignable.

17. **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 of paragraph hereof.

18. **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.

19. **Authority to Execute**. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement

constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

20. **Governmental Purpose**. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

21. **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.

22. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

COUNTY OF HIDALGO

_____
J.D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, LLP

_____

By: Stephen Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PALMVIEW, TEXAS AND COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the ____ day of _____, 2009, by and between the **CITY OF PALMVIEW, TEXAS** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas:

WHEREAS, County is a county in the State of Texas;

WHEREAS, the County owns an Intoxilyzer Model 5000 breath testing Instrument, Hidalgo County Tag No. 31244, Serial No. 68-002261 (the "Instrument") used to detect alcohol levels in persons subject to testing;

WHEREAS, the County's Instrument has been strategically placed at the City Police Department for the City's use and care and the placement of the Instrument at the City is believed to be in an optimal location;

WHEREAS, the City and County have a vested interest in reducing the number of individuals driving under the influence of alcohol;

WHEREAS, the County, through its contractor and/or vendor, proposes to provide the Instrument to the City and to be responsible for the maintenance and calibration of the Instrument through the duration of this Agreement;

WHEREAS, the City proposes to be responsible for the proper use and care of the Instrument and to be responsible for any damage, loss or theft of the Instrument;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to provide the Instrument to the City for use by the City's Police Department and to provide calibration and maintenance of the Instrument in a frequency necessary to keep the Instrument in compliance with local, state and/or federal rules which may affect the validity of the Instrument's readings.

2. City, at its own cost, shall be responsible for the proper use and care of the Instrument and shall be responsible for any damage, loss or theft of the Instrument which may occur while the Instrument is in the custody of City.

3. This Agreement shall be in effect for a period of three (3) years from the date and year of this Agreement as first stated above.

4. City shall make the Instrument available to its police officers at all times in order to maximize its benefits.

5. Upon expiration of this Agreement, County shall be allowed to remove the Instrument from the City, however, if such removal damages City's property, County shall repair or pay for the repair of any such damage.

6. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.

7. **No Waiver**. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

9. **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.

10. **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 City:	City of Palmview George Garcia, Mayor 400 W. Veterans Blvd. Palmview, TX 78572
If to County:	County of Hidalgo Attention: J.D. Salinas, III, County Judge P.O. Box 758 Edinburg TX 78540-0758

Each notice demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14. **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.

15. **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.

16. **Assignment**. This Agreement shall not be assignable.

17. **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 of paragraph hereof.

18. **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.

19. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

20. **Governmental Purpose**. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

21. **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.

22. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

THE CITY OF PALMVIEW

_____

George Garcia, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

_____
J.D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, LLP

_____
By: Stephen Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN, TEXAS AND COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the ____ day of _____, 2009, by and between the **CITY OF SAN JUAN, TEXAS** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas:

WHEREAS, County is a county in the State of Texas;

WHEREAS, the County owns an Intoxilyzer Model 5000 breath testing Instrument, Hidalgo County Tag. No. 31243, Serial No. 68-002226 (the "Instrument") used to detect alcohol levels in persons subject to testing;

WHEREAS, the County's Instrument has been strategically placed at the City Police Department for the City's use and care and the placement of the Instrument at the City is believed to be in an optimal location;

WHEREAS, the City and County have a vested interest in reducing the number of individuals driving under the influence of alcohol;

WHEREAS, the County, through its contractor and/or vendor, proposes to provide the Instrument to the City and to be responsible for the maintenance and calibration of the Instrument through the duration of this Agreement;

WHEREAS, the City proposes to be responsible for the proper use and care of the Instrument and to be responsible for any damage, loss or theft of the Instrument;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to provide the Instrument to City for use by the City's Police Department and to provide calibration and maintenance of the Instrument in a frequency necessary to keep the Instrument in compliance with local, state and/or federal rules which may affect the validity of the Instrument's readings.

2. City, at its own cost, shall be responsible for the proper use and care of the Instrument and shall be responsible for any damage, loss or theft of the Instrument which may occur while the Instrument is in the custody of City.

3. This Agreement shall be in effect for a period of three (3) years from the date and year of this Agreement as first stated above.

4. City shall make the Instrument available to its police officers at all times in order to maximize its benefits.

5. Upon expiration of this Agreement, County shall be allowed to remove the Instrument from the City, however, if such removal damages City's property, County shall repair or pay for the repair of any such damage.

6. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.

7. **No Waiver**. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

9. **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.

10. **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 City:	City of San Juan Attn: City Manager 2301 N. Raul Longoria Road San Juan, TX 78589
If to County:	County of Hidalgo Attention: J.D. Salinas, III, County Judge P.O. Box 758 Edinburg TX 78540-0758

Each notice demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14. **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.

15. **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.

16. **Assignment**. This Agreement shall not be assignable.

17. **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 of paragraph hereof.

18. **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.

19. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

20. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

21. **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.

22. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

THE CITY OF SAN JUAN

_____
Pedro Contreras, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

_____
J.D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, LLP

_____
By: Stephen Crain

AI-13785 **21.A.6.**

Requesting Approval of 1 Yr Extension for CTC Distributing, Ltd.
CC REGULAR

Date:	02/09/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to exercise the additional one year extension as provided under current contract for "Off Premises Records Storage-Pickup-Retrieval and Delivery" for Hidalgo County, under the same rates, terms, and conditions with CTC Distributing, Ltd. C-08-045-02-26 Effective: 02/27/09-02/26/10

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-18-160-001-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Purchasing Dept.-Available Balance as of 2-4-09 $5,822.00
Open PO #615050 for CTC Distributing LTD as of 2-4-09.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Sheriff's Office-Available Balance as of 2-4-09 $3,094.00
Open PO #615379 for CTC Distributing, LTD

FISCAL YEAR: 2009 **ACCT. #:** 9-1235-412-00-090-008-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

District Clerk-2009 Original Budget currently does not reflect on SAGE as of 2-4-09, pending closing of period 13.

Actual YTD expenditures in 2008 $299,070.50, presume similar expenditure trend for calendar year 2009.

FISCAL YEAR: 2009 **ACCT. #:** 9-1238-412-00-090-003-0-350

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

BUDGETARY IMPACT:

District Clerk-Available Balance as of 2-4-09 $220,733.00. Open PO #616888 for CTC Distributing LTD for $23,267.00 as of 2-4-09.

Attachments

Link: CTC Distributing LTD extension letter

Link: CTC Distributing LTD Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2009 05:24 PM	APRV
2	Budget & Management	Veronica Lopez	02/04/2009 07:59 AM	APRV
3	Ivan Cantu	Ivan Cantu	02/04/2009 11:12 AM	APRV
4	Auditor's Office		02/06/2009 08:34 AM	NEW
Form Started By: Rocio Villarreal			Started On: 02/03/2009 04:40 PM	
Final Approval Date: 02/06/2009				

PURCHASING DEPARTMENT
County Of Hidalgo

January 27, 2009

CTC Distributing, Ltd.
Bruce Goldman, Owner
615 Blaze Blvd.
Edinburg, Texas 78539

Re: C-08-045-02-26 OFF PREMISES RECORDS STORAGE-PICKUP-RETRIVAL AND DELIVERY SERVICES

Dear Mr. Goldman:

Commissioners' Court will take applicable action (Tuesday, February 10, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is of February 27, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, January 30, 2009, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: 2/4/2009

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4868. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-045-02-26

THIS CONTRACT is made and entered into this **26th** day of **February**, 2008 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and **CTC Distributing, Ltd.** a Texas Limited Company.("Company").

WHEREAS, Company responded to advertised notices for bids for **"Off-Premises Storage, Records Management, Pick Up & Delivery Services"** for Hidalgo County (DEPARTMENT NAME);

WHEREAS, Company submitted a bid to provide services in accordance with the specifications, a copy of such specifications and bid being attached hereto as Exhibit "A" (the "Specifications") and Exhibit "B" ("Bid Response"), and incorporated herein for all purposes; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the services described in the Specifications through Company's, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the services described in the Specifications for Hidalgo County (the "Department"). This Contract does not extend to any third parties any duties or benefits

conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, the following services as described in the Specifications on an as needed basis for Department or its designated agent:

a. Storage of all new/additional records in new proper storage boxes;
b. Pick up of files and/or boxes from County for storage on a daily basis at least twice a day (morning by10:00 a.m. and afternoon by 3:00 p.m.) and on an emergency basis as described in the Specifications.
c. Delivery of files and/or boxes requested by Department;
d. Permanent destruction of files no longer required to be stored;
e. Provision of replacement boxes at no charge to County;
f. Storage of files/boxes kept on behalf of Department in a centralized location in close proximity to each other (i.e. one location);
g. Bar-coding of all boxes sent to storage or retrieved from storage before delivery to County Department or before being refilled (bar-coding requirements are more specifically defined in Exhibit A).

The services described in items 2 (a-g) shall be referred to as the "Services". Company agrees that in performing the Services it will use proper professional standards, comply with any and all appropriate laws and regulations and shall devote such time as is necessary to safely and efficiently provide the Services.

3. **Definitions**: For purposes of this Contract, the following terms shall mean:

a. "**Request**" for a file or box shall consist of the Department providing a written form (see Exhibit G) to Company for the exact file/box sought for Retrieval and Delivery.

b. "**Retrieval**" shall mean the actual transport of a file from storage which is then prepared for delivery to the Department. Any instance in which a file is requested more than once because the Company failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

c. "**Delivery**" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

d. "**Pick Up**" shall mean the actual physical carrying and transporting of a file or box from the Department by the Company with the intent of filing and storing such file or box at the Company's facility.

e. "**Destruction of Files**" is defined to mean when a file meets the requirements to be removed from storage in accordance with State law, the Company shall notify the Department in writing of the file's status. After receiving permission from the Department, the bidder shall be responsible for destroying the file in accordance with state guidelines. Such Destruction of Files shall transpire following a process by which Company formulates a retention schedule as required by State law and destroys the file following the foregoing process.

4. **Term**. This Contract shall be for a period beginning March 3, 2008 and ending on March 3, 2009 and may be extended at the sole discretion of County for an additional ninety (90) days (the "Grace Period") for unforeseen delays in the award of a new bid or the County's inability to obtain all records from the storage site.

5. **Renewal**. County may renew this Contract for two (2) additional one (1) year periods. Except as otherwise provided herein all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day of the contract period.

6. **Hours of Service**. Hours for Services shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, Services must be available at a moment's notice 24 hours a day, upon written notification by the Department of an emergency situation (see Exhibit A .

7. **Payment**. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" (see Bid

Sheets) attached hereto payable against written invoice submitted by Company. The parties further agree that this Contract is on an "as-needed" basis as may be convenient and necessary for its proper records management operation and if at any time, the Department does not opt to request any Service in a particular month, no payment shall be due to Company for said month.

8. **Storage Box Specifications.** Contractor agrees to comply with the following box specifications for the storage of the Department's files:

Legal and Letter12 W X 15 L X 10 H;
Separate Cover; Triple Walled (Width);
Double Walled (Length);
Double Bottom.

9. **Bar Coding Specifications.** Contractor agrees to use the Monarch Barcode Label System, a bar-coding system to bar-code all files delivered to County from storage and all files picked up from County for storage. Such system is compatible with the County's internal bar-coding system and must be available at all times during the performance of this Contract.

10. As a condition of this Contract, the storage facility where County records will be stored must be located entirely within Hidalgo County.

11. Company agrees to be solely responsible for the review and compliance of all applicable statutes or regulations related to storage of public records. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations.

12. **Response Time**. The parties agree to the following response time by Company:

a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.

b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10 a.m. and by 3 p.m. on the same day a request is made so long as such request is made no later than 1 p.m. For orders placed after 1 p.m., files and boxes shall be delivered on the next business day by 10 a.m.

c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.

d. Permanent destruction of files shall occur within five (5) working days of permission to destroy.

13. **Facility Condition**. Company shall provide a storage facility that is free of dust and dirt buildup. The structure shall preferably be a standalone structure, but if shared with other businesses, a firewall of approved construction shall separate the two entities. The facility shall maintain a good fire prevention program based on good housekeeping procedures including but not limited to: (1) Smoking and use of open flame devices in storage areas shall be prohibited; (2) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness; (3) Such systems must include adequate smoke and fire early warning systems; (4) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have a manual shut-off devise to prevent unnecessary water damage to records; (5) Halon is preferred suppression system. The facility shall also be client and humidity controlled with humidity not exceeding sixty percent (60%) and the temperature shall not exceed 90 degrees Fahrenheit in the records storage area. Air quality must be maintained in a manner that ensures that no contaminant that may cause damage to records (i.e. mold) exists.

14. **Pest Control and Inspections.** The Company agrees to maintain an adequate pest control program that includes at least two (2) termite, silverfish and carpenter ants inspections per year (at least once every six (6) months) by a qualified pest control service company. Proof of such inspections must be provided to the Department. Failure to provide proof of inspections within 10 days of such inspections may result in County terminating the contract without notice to vendor. The County shall be notified immediately if any insect infestation is detected inside the storage facility and immediate remediation measures shall be taken by Company to correct the infestation.

15. **Monthly Reports.** Department shall require Company to provide monthly activity reports reflecting the total number of containers in storage by media type, number of new containers (boxes) added; number of containers (boxes) permanently removed; number of boxes/files requested, number of boxes retrieved; number of boxes delivered and the number of boxes picked up for storage. In addition, the monthly report must include a list of files requested but not found. Monthly reports shall be due at the Department no later than the 10th day after the end of the month. During the first twelve (12) months of the Contract term, the Company agrees to provide County an inventory of all files stored on site.

16. **Security**. The Company shall provide protection against sabotage, theft and vandalism. All visitors to the storage facility shall be required to register upon entrance and monitored during their stay. Exists shall also be in areas that are closely monitored.

17. **On-Site Access**. Company shall work with Department on special projects requiring temporary staging of records at the records storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering of boxes,

conducting detailed searches, and for shifting files throughout a range of boxes. County agrees to provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes. Department also reserves the right to access the storage premises with reasonable written notice during regular working hours for the purposes of auditing, inspecting, and/or confirming files storage methods.

18. Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

19. Company shall, at all times, provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

20. **Insurance**. Company shall provide insurance in force on all its vehicles and all persons connected with providing the Services under this Contract naming County as an additional insured with coverage and in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes, and shall furnish to County certificates of such insurance coverage.

21. **Indemnification**. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and

expenses including attorney's fees, for the defense of any action against County arising out of, resulting from, or connected with the provision of the Services by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

22. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

23. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

24. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

25. **Independent Contractor**. The Company, at all times will act as an independent contractor providing the Services and will not act or hold itself out to third parties as an employee or agent of County in the provision of the Services. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Company shall supply its own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services and shall not rely on or require the County to

supply any of the above, unless otherwise specified in this Contract.

26. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano Edinburg, Texas 78539
If to Company:	CTC Distributing, Ltd. Attn: Bruce Godlman, Owner 615 Blaze Blvd. Edinburg, Texas 78539

27. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

28. **Termination**. This Contract shall be in effect until (a) the Contract expires; or (b) performance of all specifications, requirements and services are completed; or (c) terminated by either party with thirty (30) days written notice with or without cause; or (d) upon award of contract to a new bidder, whichever comes first.

29. Upon the termination or expiration of the Contract, the Company shall make available to the County, any and all County records it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own facility or another facility. All such files shall be made available to the County for transport at no additional cost to the County. **Company understands that all files held in storage on**

behalf of the County are important public records and are public property which must be returned to an appropriate County Official regardless of when and/or where they are located in the future.

30. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

31. **TEXAS LAW TO APPLY. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.**

32. **Liquidated Damages**. The Company acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the Department. The Company and County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the Company or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of this Contract, the Company and County agree that Company shall pay to Hidalgo County, as liquidated damages, the sum of One Thousand Dollars and no/100ths ($1,000.00) for each file or portion of a file

33. **Changes to Contract**. The County Purchasing Department may at any time, by written order, and without notice to the Company's sureties, make reasonable

changes within the general scope of the contract in any of the following: (1) method of delivery or pickup of files; (2) place of deliveries; (3) corrections of errors of a general administrative nature or other mistakes; the correction of which does not affect the scope of the contract, or does not result in expense to Company; (4) description of services to be provided which do not result in additional expenses to the Company; (5) time of performance (i.e. hours of day, days of week, etc.). All other amendments to the Contract shall be agreed to by bother parties and shall be made in writing by Contract amendment.

34. **Commitment of Current Revenues Only.** In the event that during any term hereof, the County's governing body does not appropriate sufficient funds to meet its obligations of this Contract, then the County may terminate this Contract upon sixty (60) days written notice to the Company. The County however, agrees to use its best efforts to secure funds necessary for the continued performance of this Contract. The County intends this provision to be a continuing right to terminate this Contract at the expiration of each budget period pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

34. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and La Joya, and not otherwise.

WITNESS our hands in duplicate originals this_____ day of _____, 2008.

COUNTY OF HIDALGO

ATTEST:

By: _____
County Commissioner Precinct No. 2

Arturo Guajardo Jr., County Clerk

COMPANY: CTC Distributing, Ltd.

By: _____
Printed Name: Brian Keith Moore
Title: President

Approved by Commissioners' Court on February 26, 2008.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT
"A"

SPECIFICATIONS

SPECIFICATIONS

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP, RETRIEVAL & DELIVERY SERVICES" for
HIDALGO COUNTY
BID NO.: 2008-45-02-06-otm

TURNKEY SPECIFICATIONS and REQUIREMENTS

1. **Revisions to the bid specifications shall not be permitted. Such changes shall constitute a failure to meet the minimum specifications and shall result in a bidder being disqualified from the selection process.**

   THIS BID AWARD SHALL BE A FIRM FIXED PRICE, ESTIMATED QUANTITY CONTRACT for the storage of Hidalgo County records at a staffed facility and at which all files will be stored in proper storage.

2. Services will be on an "as-needed basis". Should the County determine it is in the best interest to keep all documents in-house or to allow the Contract to expire on its own terms, the County shall provide a minimum of sixty (60) days written notice to the vendor that it intends to transport its files from storage to its own or another facility.

3. The bidder must provide the following services:

   a. Storage of all new/additional records, in a new proper storage box;
   b. Pick up of files and/or boxes for storage on a daily basis twice a day (morning & afternoon) and on an emergency basis at the discretion of the County described in page 5 (#25) herein and in Exhibit "H";
   c. Deliver files/boxes requested by the Department;
   d. Any storage boxes requiring replacement shall be provided at no charge to the County.
   e. All files/boxes for each County Department/Office must be kept in one location and in close proximity to each other (i.e., all files/boxes of the District Clerk shall be kept in one location within the storage facility).
   f. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system before delivery to the appropriate County Department or re-filed. (Described particularly in page 5 (#26).
   g. Over a period of twelve (12) months, the awarded vendor shall provide an inventory of all files stored on its site. An updated inventory progress report shall be provided to the appropriate County Department on a monthly basis as more particularly described in page 5 (#26) of these specifications.

4. For purposes of this RFB:

   "Delivery" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

   "Pick Up" is defined as the actual physical carrying and transporting of a file or box from the County Department by the bidder with the intent of filing and storing such file or box at the bidder's facility.

"Retrieval" shall mean the actual transport of a file from storage which is then prepared for delivery to the appropriate County department. Any instance in which a file is requested more than once because the selected bidder failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

A **"Request"** for a file or box shall consist of a County Department's designated person providing a written form (See Exhibit "G") to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

The services listed in # 3 above consisting of the delivery, pickup, storage, retrieval and request of files and/or boxes are hereinafter collectively referred to as the "Services".

5. It is the contractor's sole responsibility to review and comply with all applicable statutes or regulations. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations including, but not limited to the schedules that are made a part hereof. You may access these at the following web address: http://www.tsl.state.tx.us/slrm/recordspubs/index.html

- **a.** Microfilming Standards and Procedures (Local Government Bulletin A)
- **b.** Electronic Records Standards and Procedures (Local Government Bulletin B)
- **c.** Inventory and Scheduling Records (Local Government Bulletin C)
- **d.** Local Government Records Act (Local Government Bulletin D)

6. The storage facility must be located entirely within Hidalgo County.

a) Contractor will provide complete description of location including a physical address of facility where records will be stored and managed.

b) Contractor must commit sufficient staff, equipment and vehicles to comply with all specifications and render all requirements defined by Hidalgo County. Contractor must also provide information all information requested in the specifications and/or requirements. Failure to do so may disqualify the bidder from the procurement process.

7. The storage facility must be free of dust and dirt buildup.

8. The facility should be a standalone structure, or if shared with other businesses, a firewall of approved construction must separate the two entities.

9. If the storage location is in a structure with other unrelated tenants, the nature of that business will be assessed by Hidalgo County Purchasing Department to determine if such business may expose the County to any significant risks that may affect the overall integrity of records stored. This determination will be made solely by Hidalgo County and if a risk is determined, the bidder may be disqualified from the procurement process.

10. The facility shall maintain a good fire prevention program based on good housekeeping procedures, including but not limited to:

Con't Specifications

a) Smoking or use of open flame devices in storage areas shall be prohibited.

b) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness.

c) Such systems must include adequate smoke and fire early warning systems.

d) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have manual shut-off device to prevent unnecessary water damage to the records.

e) Halon is a preferred suppression system.

11. The facility must be climate and humidity controlled. The humidity shall not exceed 60% and the temperature shall not exceed 90 degrees Fahrenheit in the paper records storage area.

12. Boxes shall not be stacked more than four (4) boxes high.

13. The contractor must maintain an adequate pest control program that includes at least two **termite, silverfish and carpenter ants** inspections per year (at least once every six (6) months) by a qualified pest control service. Proof of such inspections must be provided to each individual county department(s) under this bid. Failure to provide proof of inspections within 10 days of such inspections, may result in Hidalgo County terminating the contract without notice to the vendor. User department(s) including in this bid shall be notified immediately if any insect infestation is detected inside the storage facility.

14. Air quality must be maintained in a manner that ensures that no contaminants that may cause damage to records (i.e. mold) occurs.

15. The current awarded contractor for this bid is Lone Star Shredding & Document Storage and it does not permit the inspection of their premises by interested bid participants.

16. **Records Inventory List.** For the purposes of this bid submittal, the current contractor has submitted the following inventory, and to the best of the County's knowledge, such inventory as of December 6, 2007 includes the following:

INVENTORY:	DISTRICT CLERK'S	PURCHASING AGENT	SHERIFF'S OFFICE
Letter/Legal Size Boxes	**18,073**	**667**	**250**
Letter Transfer Size Boxes	**4**	**2**	**0**
Legal Transfer Size Boxes	**5**	**32**	**0**
Non-Standard Size Boxes	**8**	**1**	**0**
Books	**922**	**0**	**0**
Check Boxes	**1**	**0**	**0**

Con't Specifications

17. Bidders are advised that all County departments hold their most active files, but may at any time request such records to be made part of existing storage inventory. A "Request" for a file or box shall consist of a County Department's designated person providing a written form (see Exhibit "G") to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

18. If necessary, upon award of bid the transfer of all inventory from the current storage facility will be conducted under the supervision of the user department(s) authorized designee and the Purchasing Department. **All expenses associated with the transfer of inventory shall be at the County's expense and shall be the responsibility of the County.** However, selected bidder must be prepared to resume immediate, uninterrupted, efficient transition of all specified requirements and services.

19. Minimum detailed specifications are included for storage boxes. Compliance with all specifications and conditions are required. No substitutions allowed.

Specification(s) for Storage Box:	Letter/Legal 12 W x 15 L x 10 H Separate Cover Triple Walled (Width) Double Walled (Length) Double Bottom

20. **Security Guidelines:** The contractor shall provide protection against sabotage, theft, and vandalism. All visitors to the storage facility must be required to register upon entrance and monitored during their stay. Exits should be in areas that are closely monitored.

21. **On-site Access:** The selected bidder will work with the user department(s) on special projects requiring the temporary staging of records at the record storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering boxes, conducting detail searches, and for shifting files throughout a range of boxes. Hidalgo County will provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes.

Hidalgo County reserves the right to access the storage premises with reasonable written notice during regular work hours for the purposes of auditing, inspecting, and/or confirming storage methods.

22. **NOTE: ALL RECORDS SHALL BE PICKED UP, DELIVERED, AND TRANSPORTED TO AND FROM THE USER DEPARTMENT(S) OFFICE BY CONTRACTOR'S EMPLOYEES AND USING CONTRACTOR'S VEHICLES.**

23. **Response Time.** The parties agree to the following response time by Company:

a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.

b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10:00 a.m. and by 3:00 p.m. on the same day a request is made so long as such request is made no later than 1:00 p.m. For orders placed after 1:00 p.m., files and boxes shall be delivered on the next business day by 10:00 a.m.

c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.

24. All files or boxes recalled from storage shall be delivered within the time-frame stated above. However, if a file has not been delivered within this time frame, the maximum allowable Response Time for a status report (i.e. in route, delivered, not found, etc.), shall be 24 hours from the time the file/box is Requested. **Continued failure to meet these requirements may be cause for termination of the contract.**

25. **Hours of Services Required**: Hours of Service shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, service must be available at a moment's notice, 24 hours a day, upon written notification by the user department of an emergency situation; See Exhibit "H" Request for Emergency Services).

26. **Monthly Reports**: Hidalgo County requires monthly activity reports reflecting the total number of containers in storage by category (i.e. probate/criminal/civil), number of new containers added, number of containers permanently removed, number of boxes/files requested, number of boxes retrieved, number of boxes delivered and the number of boxes picked up for storage. In addition to this information, the monthly report should include a list of files requested but not found (Monthly reports shall be due at the County Department no later than the 10th day after the end of each month.

The following electronic inventory and tracking system must be provided to identify each individual file before delivery to the appropriate user department or re-filed. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system:

- Must maintain an electronic database that is accessible from multiple sites.
- Document jackets must provide some type electronic tracking mechanism, preferably an RFID tag on the jacket or to a lesser extend a bar code.
- An exact electronic inventory of all files must be provided as needed to the County.
- Both the vendor site and the County must have compatible readers and access to the inventory at all times.
- All files must be accounted for and tracked through the electronic system at all times, at all sites.
- Electronic tag on case jacket must be of an accepted industry standard format.
- RFID (tracking system) is a preferred method, vendor/bidder will not be disqualified for providing a bid on any other tracking system. If the tracking system submitted by the vendor in the bid is not the system preferred by Hidalgo County (as indicated and specified in the bid packet), Hidalgo County reserves the right to request a demonstration of the system in order to assess and ensure compliance with Hidalgo County needs and requirements.

27. **Additional Information:** Hidalgo County is requesting that any and all questions, inquiries and clarification regarding this RFB, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, January 30, 2008, 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, February 1, 2008.

PRE-BID CONFERENCE: A pre-bid conference will be held at Hidalgo County Purchasing Department (New Administration Building) located at 2802 So. Business 281 (Conference Room) in Edinburg, Texas 78539 at 2:00 p.m. on January 30, 2008..

28. TERM OF CONTRACT:

The initial term of contract will commence upon award and execution of a contract for a one (1) year period. The County shall have the right to extend the contract for two (2) additional one (1) year terms under the same rates/fees, terms and conditions reflected in the County's bid award described on the Bid Page (Exhibit "B").

29. OPTION TO RENEW:

Hidalgo County may renew the contract for two (2) additional one (1) year periods. Except as otherwise provided herein, all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day.

30. GRACE PERIOD:

Hidalgo County reserves the right to continue this bid under the same terms and conditions for an additional ninety (90) day grace period at the end of the contract term for unforseen delays in the award of a new bid, or the county's inability to obtain all records from the storage site.

31. CONTRACT AWARD:

Hidalgo County reserves the right to award a contract to the responsible bidder meeting all specifications and submitting the lowest bid for all items and Services identified in the Specifications and General Provisions.

Upon the termination or expiration of the Contract, the vendor shall make available to the County any and all County files it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own or another facility. All files shall be made available to the County for transport at no additional cost to the County.

All files held in storage on behalf of the County are records belonging the public and must be returned to the County regardless of when and/or where they are located in the future.

32. PURCHASE ORDER:

Contractor will not perform any services until a purchase order number is assigned by the designated representative of the Purchasing Department. Contractor will reference contract number and purchase orders on all invoices submitted to the Hidalgo County District Clerk. Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

33. TERMINATION:

The contract awarded to the successful bidder will be in effect until (a) the contract expires, (b) performance of all specifications, requirements and services ordered, or (c) terminated by either party with thirty (30) day's written notice with or without cause, or (d) upon award of contract to a new bidder, whichever comes first.

34. CONTRACT ADMINISTRATOR:

For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the County Purchasing Department named below shall act as contract administrator on behalf of Hidalgo County:

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTN: CONTRACT ADMINISTRATORS
2812 S. BUSINESS HWY 281 (NEW ADMINISTRATION BLDG.)
EDINBURG, TX 78539
(956) 318-2626

35. ADDITIONAL PROVISION:

The following clauses or provisions must be included in the contract:

A. **Liquidated Damages Clause:** The vendor acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the District Clerk. The vendor and Hidalgo County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the vendor or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of these specifications, the vendor and Hidalgo County agree that the vendor shall pay to the Hidalgo County District Clerk, as liquidated damages, the sum of $1,000.00 for each file or portion of a file which is lost or destroyed within 10 days upon the discovery of the lost or destroyed file or portion thereof. The vendor and Hidalgo County agree that the amount established by this provision as liquidated damages is reasonable under the circumstances existing at the time of the execution of this contract with vendor pursuant to this procurement.

36. SCOPE OF CONTRACT:

The contract for the procurement of the Services describes herein shall be a **firm fixed price, estimated quantity contract** calling for delivery of the products and Services identified in the Bid Specifications, including the **Records Inventory List** (see page 3, Specifications above), at the stated prices, submitted by the bidder. Upon acceptance of a bid by Hidalgo County Commissioners' Court and issuance of a Contract Award by the Hidalgo County Purchasing Agent, contractor shall be obligated to perform the services at the stated prices, within the time specified, and in accordance with all Legal Notices and Specifications contained herein.

The quantities stated in the **Records Inventory List** are the best estimates of the current vendor for current inventory as of December 6, 2007. This represents a realistic estimate based on past consumption for purposes of securing a bid price. **The quantities are not firm and are not hereby ordered or called for. No County department is required to use the services of the selected bidder at any time but shall only use such services as may be convenient and necessary for the proper records management operation of the particular office and department.** Actual requirements for services will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

CHANGES TO GENERAL SCOPE OF CONTRACT:

The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

a. Method of delivery or pickup of files

b. Place of deliveries.

c. Correction of errors of a general administrative nature of other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.

d. Description of services to be provided which do not result in additional expenses to the Contractor.

e. Time of performance (i.e. hours of day, days of week, etc.)

37. FUNDING:

Funds for payment on the proposed contract have been provided through the COUNTY OF HIDALGO budget approved by Commissioners' Court for 2008 year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Hidalgo County to be included in each proposed budget within the foreseeable future.

County Commissioners' Court expect this to be an integral part of future budgets to be approved during the period of the proposed contract except for unanticipated needs or events which may prevent such payments against the contract. However, COUNTY OF HIDALGO cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal Year for County extends from January 1st to December 31st of each calendar year.

38. INVOICING:

All invoices submitted by contractor must reference the contract number and purchase order number(s) on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number or the contract.

39. INSURANCE AND LIABILITY:

Bidder must hold all applicable licenses, permits, bonds and insurances. During the period of this contract, the selected bidder must maintain at his/her expense insurance with limits not less than those prescribed below. With respect to required insurance, the selected bidder shall:

a. Name COUNTY as additional insured/or an insured, as its interests may appear.

b. Provide COUNTY a waiver of subrogation.

c. Provide COUNTY with a thirty (30) day advance notice of cancellation or material change to said insurance.

d. Provide the COUNTY Purchasing Agent a Certificate of Insurance evidencing required coverages within ten (10) days after receipt of Notice of Award.

e. Submit a certificate of insurance reflecting coverage as follows:

Automobile Liability:
Bodily Injury (Each person)..... $ 300,000.00
Bodily Injury (Each accident).....$ 500,000.00
Property Damage .....$ 300,000.00

General Liability (Including Contractual Liability):
(Each Occurrence)
Bodily Injury .....$ 500,000.00
Property Damage .....$ 500,000.00

Excess Liability:
Umbrella Form .....Not Required

Worker's Compensation:.....Statutory

This requirement has been determined to involve minimum hazards and low dollar values. Insurance underwriters must be acceptable to County.

40. DESIGNATED COUNTY HOLIDAYS 2008:

No deliveries will be requested on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY	SCHEDULE	2008
PRESIDENT'S DAY	MONDAY	FEBRUARY 18, 2008
GOOD FRIDAY	FRIDAY	MARCH 21, 2008
MEMORIAL DAY	MONDAY	MAY 26, 2008
INDEPENDENCE DAY	FRIDAY	JULY 04, 2008
LABOR DAY	MONDAY	SEPTEMBER 01, 2008
COLUMBUS DAY	MONDAY	OCTOBER 13, 2008
VETERAN'S DAY	TUESDAY	NOVEMBER 11, 2008
THANKSGIVING DAY	THURSDAY/FRIDAY	NOVEMBER 27-28, 2008
CHRISTMAS DAY	THURSDAY/FRIDAY	DECEMBER 25-26, 2008

DOCUMENTATION:

Bidders shall submit the following documents with this bid, or at a minimum, subsequent to bid opening, as applicable. **HOWEVER IT SHOULD BE UNDERSTOOD BY ALL BIDDERS, THAT HIDALGO COUNTY RESERVES THE RIGHT TO REJECT BID SUBMISSIONS THAT DO NOT CONTAIN ALL OF THE DOCUMENTATION DETAILED BELOW:**

1. Request For Bid Letter consisting of 1 page.(with bid)
2. Request for Bid, Legal Notice, consisting of 8 pages.(with bid)
3. Exhibit "A", Specifications, Affidavit(s) (Attachments) consisting of 13 pages.(with bid)
4. Exhibit "B", Bid Page consisting 1 page (with bid).
5. Exhibit "C", Insurance Requirements consisting of 3 pages (with bid).
6. Exhibit "D" , Copy of Conflict of Interest Form - **Original Must be Filed by Bidder at the Hidalgo County Clerk's Office.**
7. Exhibit "E", State of Texas Library Commission Rules and Regulations.
8. Exhibit "F", List of Key Persons, consisting of 1 page.(with bid)
9. Exhibit "G", Information Request Forms, consisting of 1 page.(with bid)
10. Exhibit "H", Request for Emergency Service, consisting of 1 page.(with bid)
11. Vendor/Bidder Application and W-9 form consisting of 6 pages.
12. Draft Service Contract consisting of 15 pages.
13. Certification Regarding Debarnment consisting of **1** page.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

EXHIBIT "A"

AFFIDAVIT

BEFORE ME, the undersigned Bruce Goldman authority on this 28th day personally appeared who, being by me duly sworn, upon oath says: that he/she is duly qualified and authorized to make this affidavit for and on behalf of CTC Dist Ltd., bidder/offeror /contractor, of Hidalgo County, Texas, and is fully cognizant of the facts herein set out and affirms to the truth and accuracy of the certifications made herein by signing this affidavit; that the bidder/offeror/contractor has received the list of key persons dated Jan. 28, 2008, and attached to this affidavit as Exhibit "A"; that he/she personally read the said Exhibit "A"; that he/she can read the English language; and that he/she has no knowledge of any key person with whom the bidder/offeror is doing business or has done business during the 365-day period immediately prior to the date of this affidavit whose name is not disclosed in the bid, offer, or contract.

Bidder/Offeror/Contractor

Signature of Affiant

Bruce Goldman
Typed or Printed Name of Affiant

Owner
Title of Affiant

615 Blaze Blvd. Edinburg, TX 78539
Address

SUBSCRIBED AND SWORN to before me by the said BG this 28 day of January 2008, to certify which witness my hand and seal of office.

Notary Public in and for Hidalgo County, Texas.

Edna V. Rodriguez
Typed or printed name of notary

My commission expires:

EDNA V. RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
08-23-2008

EXHIBIT "A"

ATTACHMENT 1

Bidder acknowledges that Bidder is doing business or has done business during the 365-day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons:

1. Brian Kelly Madden — Print Name
   V-President — Title

2. Ron Haines — Print Name
   Controller — Title

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key person.

Vehicles:

List vehicles to be utilized for this Project: Make/Model, Vehicle Identification Numbers, License Plate Numbers, for ea vehicle currently owned and/or leased by bidder which shall be covered under insurance requirements as set forth by Hida County. (If additional space is required a second sheet is provided.) Vendor must provide the following information:

Year/ Make/Model	Vehicle Identification No.	License Plate No.	Vendor Owned or Leasec
2001 Freightliner	1FVABSAK21HH88932	29WBV1	Owned
2005 Ford F150	1FTPW14565KE27798	33KJB1	Leased

II. System/Equipment:

List equipment that you will be utilizing to render the services detailed in the specifications.(i.e. shelving, file stora tracking system).

"SEE ATTACHED"

III. Staffing:

Number of employees that will be assigned to render all specifications detailed herein for storage boxes for Hidal County? Explain staff positions and duties.

"SEE ATTACHED"

CTC DISTRIBUTING

Distribution • Consolidation • Fulfillment • Storage

615 Blaze Blvd.
Edinburg, TX 78539
Tel: (956) 686-4351
Fax: (956) 787-9804

II System/Equipment:

CTC Distributing will be utilizing the following systems, equipment, and services:

- Up to 30,000 sq. ft. of secure warehouse space dedicated to County business
  -Fully fenced facility located near the Court House in Hidalgo County at approximately W. Owassa Rd and Business 281 in Edinburg
  -Warehouse structure made of concrete tilt wall to protect against fire, theft, dust, debris, insects, and rodents
- Company owned bobtail and pick up truck dedicated to make unlimited pick up and deliveries
- Perlon Scanning System for electronic imaging
- Monarch Barcode Label System
- Interlink straight packing/shelving
- 24 hr security system monitored by Argus Security in conjunction with in-house surveillance cameras with a 3 month history viewing capability
- Storage boxes to meet County specifications (12W X 15L X 10H)
- Monthly and annual pest control service and inspection provided by Terminix
- Semi-annual warehouse sprinkler system inspection provided by FireCheck
- On-site contracted guard service provided Monday through Friday 5:00 a.m. to 10:00 p.m.
- Document inspection and viewing area provided to authorized county employees at CTC Distributing
- Monthly reports will be supplied as outlined in the requirements and specifications of the bid packet
- CTC Distributing will accept file requests from authorized County personnel in any manner preferred and instructed by the County (i.e. fax, email, phone)
- Document destruction/shredding services available upon request.

Notes:

- CTC Distributing is a bonded yard and CTPAT Certified since 2003
- All CTC Distributing personnel has passed U.S. Customs/FBI background checks in order to obtain our company's CTPAT certification
- Effective January 2008 CTC will be an official PODS franchisee www.pods.com with available on site self contained storage units and segregated indoor storage space for sensitive material.
- CTC Distributing will abide to all insurance and liability requirements as outlined in the bid packet

CTC DISTRIBUTING

ribution • Consolidation • Fulfillment • Storage

615 Blaze Blvd.
Edinburg, TX 78539
Tel: (956) 686-4351
Fax: (956) 787-9804

III. Staffing

Warehouse Clerk I – one position to receive work orders from the County for both incoming and outgoing files and prepare all necessary documents. Controls inventory management of County files.

Warehouse Clerk II – one position to pull orders or from storage racks as instructed by the Warehouse Clerk I

Forklift Driver – one position to assist Warehouse Clerk II in storing and obtaining boxes in warehouse racks as outlined in CTC's inventory management system.

Driver – one position to pick up and/or deliver files to and from the County offices after the orders have been processed by Warehouse Clerk I and II.

EXHIBIT
"B"

BID PAGE

EXHIBIT "B"

BID PAGE
"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" **for**
HIDALGO COUNTY
BID NO.: 2008-45-02-06-otm CTC Distributer

Hidalgo County will award to the responsible bidder submitting the **lowest bid** for the item(s) as specified/identified the Schedule of Items (Records Inventory List) and meeting all specifications/requirements for all departments.

All bidders must present costs on a monthly basis in equal amounts for up to 36 months. No deviatio in monthly cost will be accepted. This is a term contract with a Firm fixed monthly rate regardless of t services provided. NO DEVIATIONS FROM HIDALGO COUNTY SPECIFICATIONS WILL E ACCEPTED.

Hidalgo County will award this contract on a twelve (12) month yearly basis, commencing on the date award and/or execution of contract. The County of Hidalgo has the sole option to renew and extend f an additional two (2) - one (1) year periods.

(A) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **DISTRICT CLERK'S OFFIC**

MONTHLY $ 23,267.00 ANNUAL$ 279,204.00

(B) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **PURCHASING DEPARTME**

MONTHLY $ 863.00 ANNUAL$ 10,356.00

(C) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **SHERIFF'S OFFICE**

MONTHLY $ 302.00 ANNUAL$ 3624.00

(D) BIDDER IS TO PROVIDE A BID PRICE FOR STORAGE BOXES. (**PLEASE SPECIFY BOX SIZE**)

BID PRICE $ 2.00 SIZE: 10 x 12 x 15

BID PRICE $ 2.00 SIZE: 10 x 12 x 15

EXHIBIT
"C"

INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

02/26/2008

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
(956)565-2481 FAX (956)565-2733 McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes, TX 78570	INSURERS AFFORDING COVERAGE	NAIC #
INSURED CTC Distributing, Ltd 615 Blaze Blvd Edinburg, TX 78539	INSURER A: The Republic Group	
	INSURER B: Texas Mutual Ins. Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	CMP5636060	11/21/2007	11/21/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,00 $ 200,00 $ 10,00 $ 1,000,00 $ 2,000,00 $ 2,000,00
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAP5636061	11/21/2007	11/21/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,00 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	UMB5636062	11/21/2007	11/21/2008	EACH OCCURRENCE AGGREGATE	$ 5,000,00 $ 5,000,00
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF 0001176109	01/05/2008	01/05/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,00 $ 1,000,00 $ 1,000,00
		OTHER					

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

County of Hidalgo is names as an additional insured.

CERTIFICATE HOLDER	CANCELLATION
County of Hidalgo	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Richard Garza/JEN

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT
"D"

(CIQ)
CONFLICT
OF INTEREST
QUESTIONNAIRE

(ORIGINAL MUST BE FILED BY BIDDER AT THE HIDALGO COUNTY CLERK'S OFFICE)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

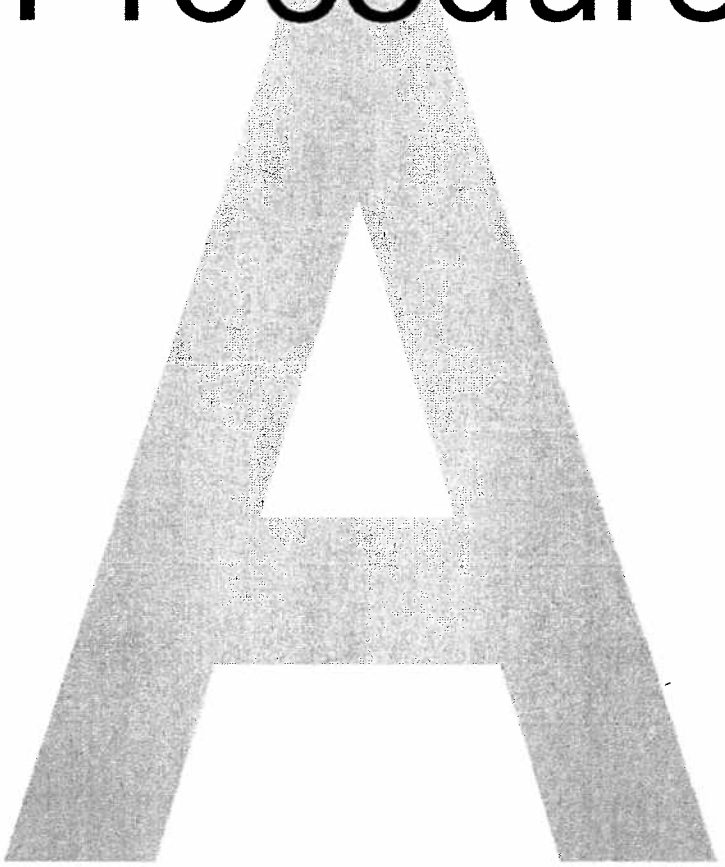
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT
"E"

STATE OF TEXAS
LIBRARY
COMMISSION
RULES AND
REGULATIONS

Microfilming Standards and Procedures



Texas State Library and Archives Commission

LOCAL GOVERNMENT BULLETIN A
JUNE 1996

Comments or complaints regarding the programs and services of the
Texas State Library and Archives Commission
May be addressed to:
Director and Librarian
PO Box 12927
Austin, Texas 78711-2927
512-463-5460; FAX 512-463-5436
Copies of this publication are available in alternative format on request.
Published by the Texas State Library and Archives Commission, January 2001.



Microfilming Standards and Procedures

LOCAL GOVERNMENT BULLETIN A

§204.001. Definitions.

In this chapter:

(1) "Microfilm" means roll microfilm, microfiche, and all other formats produced by any method of microphotography or other means of miniaturization on film.

(2) "Microfilming" means the methods, procedures, and processes used to produce roll microfilm, microfiche, or other microphotographic formats.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.002. Authorization.

Any local government record may be maintained on microfilm in addition to or instead of paper or other media, subject to the requirements of this chapter and rules adopted under it.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.003. Microfilm Produced Under Prior Law.

(a) All microfilm produced before June 1, 1990, under prior law is validated to the extent the microfilm was produced in the manner and according to the standards prescribed by prior law.

(b) In rules adopted under Section 204.004, the commission may establish procedures for the retrospective certification of uncertified or improperly certified microfilm produced before April 1, 1990, that otherwise meets the standards prescribed by prior law.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.004. Standards and Procedures.

(a) The commission shall adopt rules on or before April 1, 1990, establishing standards and procedures for the microfilming of local government records. The rules must be approved as required by Section 441.165, Government Code.

(b) The rules must prescribe:

(1) standards for film quality, resolution, density, definition, and chemical stability;

(2) tests and other methods of inspection required to establish that prescribed standards have been met;

(3) procedures for verifying that records have been filmed accurately;

(4) procedures for the certification of microfilmed records;

(5) standards for the use of editorial and technical targets on microfilm;

(6) standards for the production of use copies from and the storage of master microfilm negatives;

(7) procedures for the labeling and indexing of microfilmed records;

(8) procedures establishing the manner in which court case papers must be filmed;

(9) procedures for the expunction of criminal records on microfilm pursuant to court order;

(10) standards for computer-output microfilm; and

(11) standards for providing access by the members of the public to records on microfilm to which they are entitled under law.

(c) In rules adopted under this section, the commission may establish differing standards and procedures for the microfilming of:

(1) any permanent record;

(2) any record of a municipal, justice, county, or district court; or

(3) any record to which access is restricted under Chapter 424, Acts of the 63rd Legislature, Regular Session, 1973 (Article 6252-17a, Vernon's Texas Civil Statutes), or other state law.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.005. Rules to be Updated.

The director and librarian shall monitor standards relating to microfilming developed for use by federal agencies or adopted by national organizations that develop and set standards in the fields of information and records management in order to recommend to the commission any needed amendments to rules.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.006. Indexing.

An index to a microfilm record must show the same information that may be required by state law for an index to the same record if it is not microfilmed.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.007. Destruction of Original Records.

(a) Except as provided by Section 204.008, the original of a record that has been microfilmed pursuant to this chapter and rules adopted under it may be destroyed before the expiration of its retention period on a records retention schedule issued by the commission.

(b) A list of the originals of microfilmed records destroyed shall be filed with the records management officer.

(c) The microfilm record must be retained until the expiration of the retention period for the original record.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.008. Destruction of Permanent Records.

(a) The original of a permanent record may not be destroyed until a destruction authorization request is submitted to the director and librarian certifying that the microfilm of the record meets the standards of this chapter and rules adopted under it.

(b) Requests shall be submitted by the records management officer or under the officer's direction or, if a records management officer has not yet been designated under Section 203.025, by the custodian of the microfilm records.

(c) If the director and librarian or the designee of the director and librarian approves the request, the original record may be destroyed.

(d) In lieu of destruction, the director and librarian may require that the original record be transferred to the custody of the commission.

(e) If the director and librarian or the designee of the director and librarian disapproves the request, the reasons for the disapproval shall be stated in writing within a reasonable time to the records management officer or custodian. The original records may not be destroyed until the microfilm of the records is brought into compliance with this chapter and the rules adopted under it as evidenced by the submission of a new destruction authorization request.

(f) The director and librarian shall determine the form and manner of submission of destruction authorization requests required by this section.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.009. Microfilm of Permanent Records to be Supplied.

(a) A local government or elected county officer, at the request of the director and librarian, shall supply to the commission a copy of the microfilm of any permanent record to which access is not restricted by law.

(b) The commission shall reimburse the local government or elected county officer for the cost of the copy. If the film duplication is performed by the local government or elected county officer, the cost must be the same as that paid by state agencies to the Texas State Library for a similar microfilm copy. If the film duplication is done by a commercial microfilming service under contract with the local government or elected county officer, the cost of the copy may not exceed the cost paid by the local government or elected county officer for a copy under the contract.

(c) The director and librarian or an employee of the commission may not provide certified copies of a record on microfilm obtained under this section without the consent of the original local custodian of the record.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.010. Commercial Microfilm Storage Facilities.

(a) The commission may establish a program for the certification of commercial microfilm storage facilities for the storage of the master microfilm negatives of local government records.

(b) If the commission establishes a certification program, the procedures of this subsection apply. On request by the commercial storage facility, the director and librarian shall inspect the facility to determine if the facility meets the minimum standards established by the commission under Section 204.004 for the storage of the microfilm of local government records. If the commercial storage facility meets the minimum standards established by the commission, the name of the facility shall be added to a list of certified storage facilities to be prepared by the director and librarian and made available on request to a local government, elected county officer, or other interested party. The inspection and certification of commercial storage facilities shall be on a fee basis to be determined by the commission.

(c) The commission shall determine the period a certification made under this section is effective.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.011. Effective as Original Record.

(a) A microfilmed record created in compliance with this chapter and rules adopted under it, including microfilm validated by Section 204.003, is an original record and shall be accepted by any court or administrative agency of this state.

(b) If issued and certified by a local government recordkeeper, a copy on paper or film of a microfilmed record shall be accepted by a court or administrative agency of this state as a certified copy of an original record.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

TEXAS ADMINISTRATIVE CODE

TITLE 13, CHAPTER 7

§7.21. Definitions.

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Local Government Code, Chapter 201, or technical report AIIM TR2 adopted by reference in §7.22(a) (relating to Adopted National Standards) of this title.

Aperture card—A card with a rectangular opening(s) into which 16mm/35mm microfilm frames can be inserted, mounted, or premounted.

Batch—A quantity of chemicals or film which has been prepared at one time, and which has been identified through labeling or through other means by the manufacturer as a batch or lot.

CAD (computer assisted design)—A method of creating microimages by computer-driven laser.

Convenience film—Microfilm copies of records created only for convenience of use and considered nonrecords under the Local Government Code, §201.003(8).

Declaration by the camera operator—A target photographed on film following the filmed records that provides identification of beginning and ending records on the film; signature of the camera operator; date the declaration was filmed; and reduction range, if more than one ratio has been used.

Diazo—A photographic film containing one or more photosensitive layers composed of diazonium salts in a polymeric material which react with coupler(s) to form an azo dye image after film processing.

Duplicate microfilm—A microfilm copy made from the original or master negative. Can be silver, diazo or vesicular film.

Essential record—Any local government record necessary to the resumption or continuation of government operations in an emergency or disaster, to the re-creation of the legal and financial status of the government, or to the protection and fulfillment of obligations to the people of the state.

Local government record—Any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by a local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business, except for materials excluded under the Local Government Code, Chapter 201.

Microfilm—Roll microfilm, microfiche, computer output microfilm (COM), and all other formats produced by any method of microphotography or other means of miniaturization on film.

Microfilm container—Generic term for any enclosure in close or direct contact with film such as a reel, can, bag, folder, sleeve (sheath), jacket, envelope, window mount or mat, slide mount, carton, cartridge, cassette, and aperture card.

Microfilming—The methods, procedures, and processes used to produce microfilm.

Needs assessment—A documented process to determine the feasibility and justification for microfilming records including consideration of the retention period and activity rate of the records, advantages and limitations of alternate records media, protection of essential records, access or retrieval concerns, and cost comparisons.

Original microfilm—Film produced directly from the record (also known as first-generation microfilm and camera film).

Records custodian—The appointed or elected public officer who by the state constitution, state law, ordinance, or administrative policy is in charge of an office that creates or receives local government records.

Records management officer—The person identified under the Local Government Code, §203.001 or designated under the Local Government Code, §203.025 as the records management officer.

Records series—A group of identical or related records that are normally used and/or filed together, and that permit evaluation as a group for retention scheduling purposes.

Retention period—The minimum time that a local government record must be retained as established on a records retention schedule adopted under §7.125 of this title (relating to Records Retention Schedules).

Security copy—Either the original microfilm or a duplicate that is stored offsite for the full retention period of the record.

Step-and-repeat system—A method of microfilming by which images are directly placed on an area of film according to a predetermined format, usually in orderly rows and columns.

Title page—A target photographed on film stating that the records are microfilmed in the regular course of business and identifying the name of the government and office of origin, if applicable; name and title of the current records custodian/officer; name and location of service bureau, if applicable; reduction ratio; records series title; inclusive dates of records and volume numbers or serial numbers needed to clearly identify the records; and restriction or classification, if applicable.

Vesicular—Photographic film containing one or more photosensitive layers composed of diazonium salt in a thermoplastic material.

Source:
The provisions of this Section 7.21 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.22. Adopted National Standards.

(a) The commission adopts by reference the following copyrighted standards and recommended practices issued by the American National Standards Institute (ANSI) and/or the Association for Information and Image Management (AIIM) as minimum requirements for all microfilming of local government records where these sections do not specify a standard or practice. A copy of each of the standards adopted in this section is on file and available for public inspection during regular working hours at the State and Local Records Management Division, Texas State Library, 4400 Shoal Creek Boulevard, Austin, TX 78756. The standards are distributed by and available from the Association for Information and Image Management, Suite 1100, 1100 Wayne Avenue, Silver Spring, MD 20910-5699.

(1) AIIM TR2-1992, Glossary of Imaging Technology.

(2) AIIM TR11-1987 with 1993 addendum, Microfilm Jacket Formatting and Loading Techniques.

(3) AIIM TR12-1988, Bar Coding on Microfiche for Production and Dynamic Distribution Control.

(4) ANSI IT9.2-1991, Imaging Media - Photographic Processed Films, Plates, and Papers - Filing Enclosures and Storage Containers.

(5) ANSI IT9.5-1992, Imaging Media (Film) - Ammonia-Processed Diazo Films - Specifications for Stability.

(6) ANSI IT9.11-1991, Imaging Media - Processed Safety Photographic Film - Storage.

(7) ANSI IT9.12-1991, Photography - Processed Vesicular Photographic Film - Specifications for Stability.

(8) ANSI/AIIM MS1-1988, Recommended Practice for Alphanumeric Computer-Output Microforms - Operational Practices for Inspection and Quality Control.

(9) ANSI/AIIM MS5-1992, Microfiche.

(10) ANSI/AIIM MS8-1988, Image Mark (Blip) Used in Image Mark Retrieval Systems.

(11) ANSI/AIIM MS11-1987, Microfilm Jackets.

(12) ANSI/AIIM MS14-1988, Specifications for 16mm and 35mm Roll Microfilm.

(13) ANSI/AIIM MS17-1992, Micrographics - Rotary (Flow) Microfilm Camera Test Chart and Test Target - Descriptions and Use.

(14) ANSI/AIIM MS18-1992, Micrographics - Splices for Imaged Microfilm - Dimensions and Operational Constraints.

(15) ANSI/AIIM MS19-1993, Standard Recommended Practice - Identification of Microforms.

(16) ANSI/AIIM MS23-1991, Practice for Operational Procedures/Inspection and Quality Control of First-generation, Silver Microfilm of Documents.

(17) ANSI/AIIM MS28-1987, Alphanumeric COM Quality Test Slide.

(18) ANSI/AIIM MS39-1987, Recommended Practice for Operational Procedures, Quality Control and Inspection of Graphic Computer-Output Microforms.

(19) ANSI/AIIM MS42-1989, Recommended Practice for the Expungement, Deletion, Correction, or Amendment of Records on Microforms.

(20) ANSI/AIIM MS43-1988, Recommended Practice for Operational Procedures/Inspection and Quality Control of Duplicate Microforms of Documents and From COM.

(21) ANSI/AIIM MS45-1990, Recommended Practice for Inspection of Stored Silver-Gelatin Microforms for Evidence of Deterioration.

(22) ANSI/AIIM MS51-1991, Micrographics - ISO Resolution Test Chart No. 2 - Description and Use.

(23) ANSI/NAPM IT9.1-1992, Imaging Media (Film) - Silver-Gelatin Type - Specifications for Stability.

(24) ANSI/NAPM IT9.17-1993, Photography - Determination of Residual Thiosulfate and Other Related Chemicals in Processed Photographic Materials - Methods Using Iodine-Amylose, Methylene Blue and Silver Sulfide.

(b) In case of conflict between any standard adopted by reference in subsection (a) of this section and any provision of these sections, these sections prevail.

Source:
The provisions of this Section 7.22 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.23. General.

(a) These sections apply to the microfilming of any local government record that is to be maintained solely in microfilm format and to all microfilm, which is created or maintained for the full retention period of the record as a backup or security copy of a local government record. These sections do not apply to convenience film.

(b) Microfilming of records must be in compliance with an approved records control schedule except, if a local government does not have an approved schedule, a microfilming needs assessment must be completed to determine if filming is justified.

(c) For microfilm maintained as roll film, no more than one records series is permitted on each roll of microfilm.

(d) For essential records that are microfilmed, there must be a security copy stored offsite.

(e) The originals of records or source documents that have been microfilmed may be destroyed prior to the expiration of their retention periods only if the microfilm complies with these sections and in accordance with the Local Government Code, §§204.007-204.008.

(f) After the completion of the production tests and inspections required under §7.25 of this title (relating to Microfilm Production Tests and Inspections), original microfilm must not be unwound and used for any purpose except:

(1) to produce duplicate copies of the film;

(2) to carry out inspections under §7.27 of this title (relating to Inspection of Stored Original Microfilm);

(3) to expunge records as required by §7.32 of this title (relating to Expungement); or

(4) to destroy records as required by §7.33 of this title (relating to Destruction of Microfilmed Records).

(g) Microfilm produced for a local government is the property of the local government, and the local government and its records management officer have the same responsibilities for ensuring the management and preservation of microfilmed records under the Local Government Code, Title 6, Subtitle C, as if the records were not microfilmed.

(h) If a service provider is used for the filming, processing, and/or storage of local records, a written agreement must be in place to provide access in compliance with local, state, and federal laws or delivery of the records as needed by the local government and to allow inspections of the microfilm facilities by the records management officer, records custodian, or other authorized representative of the governing body of the local government.

(i) All microfilm produced before the effective date of these sections is validated to the extent the microfilm was produced in the manner and according to the standards prescribed by prior law or the provisions of Local Government Code, Chapter 204, and the rules adopted under it.

Source:
The provisions of this Section 7.23 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.24. Microfilm Production Procedures.

(a) Standards for original microfilm.

(1) First-generation, silver microfilm - ANSI/AIIM MS23.

(2) Microfiche - ANSI/AIIM MS5.

(3) Roll microfilm - ANSI/AIIM MS14.

(4) Splices for microfilm - ANSI/AIIM MS18.

(5) The quality-index graph in standard ANSI/AIIM MS23 must be used to determine the minimum quality index for all microfilm of essential and permanent records and for 10% of the total volume of microfilm of other records. All microfilm of permanent and essential records must meet a minimum quality index level of 5.0. Microfilm of other records must meet a minimum quality index level of 3.6.

(b) Standards for microfilm duplicates.

(1) ANSI/AIIM MS43 and the following standards, as applicable.

(2) Diazo film - ANSI IT9.5.

(3) Vesicular film - ANSI IT9.12.

(4) Silver film - ANSI/NAPM IT9.1.

(c) Film specifications.

(1) Original microfilm must meet standard ANSI/NAPM IT9.1, except where these sections specifically state otherwise.

(2) Film with a polyester base must be used for records having a retention period of 10 years or more.

(3) Any film type may be used for records having a retention period of less than 10 years, provided the microfilmed record will last for the required retention period.

(d) Indexing.

(1) The indexing and retrieval system to be used must be determined before preparing documents for filming.

(2) The records must be arranged, identified, and indexed for filming so that an individual document or a series of documents can be located on film.

(3) Any use of image marking must comply with standard ANSI/AIIM MS8.

(4) In those instances where records are not self-indexing, (i.e. not in a readily identifiable numeric or alphabetic sequence) an index must be maintained.

(e) Document preparation.

(1) All imperfections that affect the legibility of a document must be repaired, if possible, and if allowed by the records management officer or records custodian.

(2) Documents must be filmed in an orderly sequence and misplaced pages, folders or other file units must be put in the correct order.

(3) The film must be as complete a record of the file as possible. Problems with missing file units, incorrect pagination, illegible pages, etc. must be documented by inserting and filming targets, as specified in standard ANSI/AIIM MS23.

(4) Whenever possible, targets must all face the same direction as the records being microfilmed.

(f) Image sequence for filming.

(1) The image sequence on roll microfilm must be at a minimum:

(A) leader with a minimum of 700 millimeters (28 inches) of blank film;

(B) density target and resolution target;

(C) title page;

(D) records on film;

(E) declaration by camera operator;

(F) density target and resolution target; and

(G) trailer with a minimum of 700 millimeters (28 inches) of blank film.

(2) The filming sequence for retakes/additions on all microfilm must be:

(A) title target identifying the retake/addition records;

(B) the retake/addition records; and

(C) declaration by camera operator.

(3) Retakes/additions can be spliced either before the density and resolution targets at the beginning of the film or after the density and resolution targets at the end of the film. Retakes/additions can be on another roll of film if cross-indexed to the original role on the title target and the container label.

Source:
The provisions of this Section 7.24 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.25. Microfilm Production Tests and Inspections.

(a) The following tests must be performed on microfilm as indicated.

(1) Methylene blue test.

(A) A methylene blue test for conventionally processed silver-gelatin film must be performed on all original microfilm in compliance with standard ANSI/NAPM IT9.17.

(B) A test must be performed on a strip of processed, clear, and unexposed film approximately six inches long from the original microfilm or on a process control strip at least once each week during which processing is done.

(C) A test must also be performed whenever a batch of fixer or developer is changed, or when changes in processing such as replacement or addition of filter, water softener, or replenishing system are made, or when water is changed.

(D) If processing is performed by a service bureau, a test performed for one local government may satisfy this requirement for more than one local government.

(E) If film fails to meet the standards established by these sections, it must be rewashed and retested within 14 days of initial processing.

(F) Once a year, two test strips must be taken from the same microfilm; one must be sent to an independent testing laboratory and the other to the laboratory, which performs the weekly test, for verification of test results.

(G) If either test result is greater than 0.014 grams per square meter, the records management officer or records custodian must identify and remedy the cause of the deviation from the required standard.

(2) Density test.

(A) A density test must be performed on all original microfilm in compliance with standard ANSI/AIIM MS23 and the background density must be in accordance with that standard.

(B) Densitometer used must be calibrated daily, when in use.

(3) Resolution test.

(A) A resolution test must be performed on all original microfilm in compliance with standard ANSI/AIIM MS23.

(B) The resolution target must meet the following standards:

(i) ANSI/AIIM MS17; and/or

(ii) ANSI/AIIM MS19; and/or

(iii) ANSI/AIIM MS51.

(C) Photocopies of the resolution target must not be used for testing.

(D) Resolution target images must be evaluated under a microscope to determine if resolution loss from duplicating is acceptable. A duplicate of a first-generation film must have a resolution loss of no more than one test pattern of the test objects described in ANSI/AIIM MS51.

(b) Original processed microfilm must be visually inspected according to the following procedures.

(1) Within two weeks of completion of the methylene blue test, a visual inspection of microfilm must be completed to verify legibility.

(2) Film of essential records or records having a retention period of 10 years or more must be inspected image by image.

(3) Film of nonessential records having a retention period of less than 10 years must be inspected at least every three meters (10 feet) of each roll or every third fiche.

(4) Images of documents must be uniformly placed on the film and must be free of any defects in the filming area that would interfere with the documents being read.

(5) If a defect is found on any microfilm, the microfilm immediately preceding and following the sample of microfilm on which the defect was found must be inspected. If a defect is found on those microfilms, the uninspected microfilm preceding and/or following those microfilms must be inspected image by image until all defective film has been identified.

(c) Testing and Inspection of Equipment.

(1) Cameras and ancillary equipment must be calibrated, tested, or otherwise inspected and adjusted at least twice annually or more often if required to comply with manufacturer's specifications or recommended operating and maintenance procedures.

(2) Processors must be monitored on a scheduled basis with process control strips (sensitometric strips) at a minimum at the start of processing each day and whenever a batch of film, fixer, or developer is changed, or when changes in processing such as replacement or addition of filter, water softener, or replenishing system are made, or when water is changed.

Source:
The provisions of this Section 7.25 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.26. Storage of Original Microfilm.

(a) Original microfilm must be stored in a separate building from that in which duplicate copies, if any, or the original records are housed, and under conditions that meet the requirements of this section.

(b) Microfilm must be stored in a storage room or vault that complies with the following:

(1) is separate from other types of storage, offices, or work areas and offers protection from fire, water, steam, structural collapse, unauthorized access, and other potential hazards;

(2) is equipped with a fire alarm system and capable of preventing temperatures inside the storage room/vault from exceeding 150 degrees Fahrenheit and the relative humidity inside the storage

room/vault from exceeding 85% for up to two hours in the event of a fire external to the storage room/vault;

(3) if constructed or readapted after 1991 to serve as a microfilm storage facility, is equipped with a fire suppression system and with automatic fire control dampers in ducts carrying air to and from the storage room/vault;

(4) if needed, is equipped with a system capable of removing those gaseous impurities in the surrounding environment as specified in standard ANSI IT9.11;

(5) if subject to invasion of solid particles that can abrade film or react on the images, has mechanical filters or electrostatic precipitators installed with a cleaning efficiency of at least 80% when tested with atmospheric air in accordance with standard ANSI IT9.11;

(6) has approximately 0.05 inch of pressure above atmospheric pressure; e.g., a positive air pressure is maintained within the storage room or vault; and

(7) has adequate temperature and humidity controls.

(A) For microfilm of records with a retention of 10 years or more, temperature must not exceed 70 degrees Fahrenheit, and a constant relative humidity of 35% must be maintained with a maximum variance of plus/minus 5.0% relative humidity in a 24-hour period.

(B) For microfilm of records with a retention of less than 10 years, the maximum temperature must not exceed 77 degrees Fahrenheit, and a relative humidity range between 20% and 50% must be maintained with a maximum variation of plus/minus 5.0% relative humidity in a 24-hour period.

(c) Standards for microfilm containers and storage housings.

(1) A microfilm container must be used for processed microfilm to protect the film and facilitate identification and handling.

(2) Chemically stable materials such as noncorrosible metals (anodized aluminum or stainless steel), peroxide-free plastics, and acid-free paper must be used for containers to ensure no degradation is caused to the image.

(A) If an adhesive is used, it must have no harmful effect on the photographic images.

(B) Inks used on the container and on the label must not be a source of products that may damage the film or the enclosure itself.

(C) Paper that is free of chemicals harmful to the film may be used to secure roll film, if needed.

(3) Container label information must include:

(A) whether the film is original microfilm or a duplicate, including generation number if known;

(B) identification number;

(C) name of government and office of origin, if applicable;

(D) records series title;

(E) inclusive dates of records;

(F) the beginning and ending records; and

(G) retakes/additions, if applicable.

(4) Microfilm must be stored in a closed housing or may be stored on open shelves or racks if the film is in closed containers.

(5) Storage housing materials must be noncombustible and noncorrosive.

(6) Storage housing and containers must not be overloaded and film must not be stored under pressure.

(d) Films of different generic types, such as silver-gelatin, diazo, and vesicular films, must not be stored in the same storage room/vault or in rooms sharing common ventilation.

Source:
The provisions of this Section 7.26 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.27. Inspection of Stored Original Microfilm.

(a) An inspection of stored original microfilm must be conducted in accordance with the following standards:

(1) ANSI IT9.11;

(2) ANSI/AIIM MS45; and

(3) ANSI/NAPM IT9.1.

(b) When inspection is done, the sample of microfilm to be inspected for each storage room or vault, if more than one, must be 1/1000th of the total volume of stored microfilm or at least 100 microforms (rolls, jackets, microfiche, aperture cards, COM, etc.) whichever is greater. Sampling procedures must be established that will assure that all parts of the group of microfilm are represented.

(c) An inspection of stored microfilm must be conducted every two years, except if the microfilm has been stored under temperature and/or humidity conditions other than those specified in these sections, it must be inspected yearly.

(d) Containers used to store the film must be inspected for evidence of rust, corrosion, or other deterioration and replaced, if needed.

(e) Original microfilm must be inspected on a light box with rewinds or comparable equipment, which will not scratch the film.

(f) If deterioration is found, a more extensive inspection must be conducted to locate all deteriorating film.

(g) Any deteriorating film must immediately be removed from the storage area and the problem corrected before returning the film to storage.

Source:
The provisions of this Section 7.27 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.28. Computer Output Microfilm (COM).

(a) Standards for COM are the same as other microfilm formats, except as stated in this section.

(b) The COM original must be wet processed silver-gelatin film for essential records and records with a retention of 10 years or more.

(c) The following standards for production, testing, and inspection of COM must be met:

(1) ANSI/AIIM MS1;

(2) ANSI/AIIM MS5;

(3) ANSI/AIIM MS28;

(4) ANSI/AIIM MS39;

(5) ANSI/AIIM MS43; and

(6) ANSI/NAPM IT9.17.

(d) If bar coding is used, the procedures in technical report AIIM TR12 must be followed.

(e) The COM original must be visually inspected every 10 feet.

(f) Eye-legible titling information must include the following:

(1) name of government and office of origin, if applicable;

(2) records series title;

(3) date(s) of records; and

(4) starting and/or ending indexing information.

(g) A reduction ratio not exceeding 48:1 must be used.

(h) Adherence to the provisions of §7.24(f) of this title (relating to Image Sequence for Filming) is not required.

Source:
The provisions of this Section 7.28 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.29. Jacketing.

(a) Standards for jacketed microfilm are the same as other microfilm formats, except as stated in this section.

(b) Original microfilm may be placed in a jacket, if there is a security copy stored according to the provisions of §7.26 of this title (relating to Storage of Original Microfilm) and inspected according to the provisions of §7.27 of this title (relating to Inspection of Stored Original Microfilm).

(c) The following must be included in the jacket header information:

(1) name of government and office of origin, if applicable;

(2) records series title;

(3) date(s) of records; and

(4) starting and/or ending indexing information.

(d) Header information must be created with a black carbon-type ribbon or ink that will not bleed, spread, or transfer.

(e) Microfilm jackets must comply with ANSI/AIIM MS11.

(f) The procedures in AIIM TR11 must be used for the jacketing of film.

(g) If using a strip film processor camera, the density test and resolution test for original microfilm must be conducted at a minimum of once every roll or every 3,000 images.

Source:
The provisions of this Section 7.29 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.30. Aperture Card/CAD Systems.

(a) Standards for film produced by aperture card/CAD systems are the same as other microfilm formats, except as stated in this section.

(b) The original microfilm and enclosure must pass the photographic activity test criteria outlined in the standard ANSI IT 9.2.

(c) A density test and a resolution test must be conducted on a sample of original microfilm at a minimum of once every 250 cards or every 1,000 images, whichever is greater.

(d) Aperture cards must have the following information on label headings:

(1) name of government and office of origin, if applicable;

(2) records series title;

(3) date(s) of records; and

(4) unique identifier.

(e) Adherence to the provisions of §7.24(f) of this title (relating to Image Sequence for Filming) is not required.

Source:
The provisions of this Section 7.30 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.31. Step-and-Repeat Systems.

(a) Standards for film produced by step-and-repeat systems are the same as other microfilm formats, except as stated in this section.

(b) Silver-gelatin microfilm in roll or microfiche form must be used for original microfilm.

(c) A density test and a resolution test for original microfilm must be conducted at the beginning of each day of filming and at a minimum of once every roll, or if using precut film, every 3,000 images.

(d) Adherence to the provisions of §7.24(f) of this title (relating to Image Sequence for Filming) is not required.

Source:
The provisions of this Section 7.31 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.32. Expungement.

(a) Expungement of records must comply with statutory law and standard ANSI/AIIM MS42.

(b) If roll film is spliced, the following information must be inserted in place of the expunged record(s):

(1) a start of expungement target;

(2) replacement documents for documents that were expunged (if necessary);

(3) an expungement certificate containing the following information:

(A) the number of the district court ordering the expungement;

(B) the signature, printed name, and title of the custodian of expunged records;

(C) the date of expungement.

(c) If the abrasion method is used, an expungement certificate must be maintained that includes the information specified by subsections (b)(3)(A)-(C) of this section and other information sufficient to identify the microfilm and the image location, if applicable. This certificate must be preserved until the microfilm's final disposition.

(d) Images on film must not be expunged by punching holes through film, by using opaque, by blotting images with ink-type pen, or by using chemical means such as potassium dichromate (bleach) on film emulsion.

(e) Expungement certificates must not be used when an amended certificate of birth is prepared and filed based on adoption, legitimation, or paternity determination. No evidence may be retained in the microfilm, index, or cross-reference through which the confidentiality of adoption, legitimation, or paternity actions may be directly or indirectly violated.

Source:
The provisions of this Section 7.32 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.33. Destruction of Microfilmed Records.

(a) Microfilmed records must be destroyed only in accordance with the Local Government Code, §§202.001-202.003.

(b) Microfilmed records scheduled for destruction must be disposed of in a manner that ensures protection for any sensitive or confidential information.

(c) Destruction of records on a roll of microfilm containing multiple record series must be done by destroying the whole roll of film at the time the records on the film that have the longest retention period are eligible for destruction or, if filmed prior to the effective date of these standards, by deleting the section of the film containing records eligible for destruction and splicing the film. If the film is spliced, a destruction notice containing the following information must be inserted in place of the deleted records:

(1) the record series title and the inclusive dates of the records;

(2) the signature, printed name, and title of the custodian of the deleted records;

(3) the date of the deletion.

Source:
The provisions of this Section 7.33 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.34. Documentation and Recordkeeping.

(a) Microfilm production, including testing, and inspection.

(1) Records management officers or records custodians must require documentation to be maintained that identifies titles of records filmed, quality control tests conducted, the results of quality control tests, dates records filmed, disposition of records after filming, dates film processed, disposition of film, reduction ratio used, records series contained on each microfilm, and equipment on which each microfilm was filmed and processed. The documentation must be retained until final disposition of all microfilm documented in the log or equivalent.

(2) If filming or processing is done by a service bureau, the local government must obtain a statement of the results of density, resolution, methylene blue, and visual inspection tests from the service bureau attesting to the accurate reproduction of records filmed.

(b) Microfilm storage inspections.

(1) The following information must be recorded for each inspection of stored microfilm.

(A) the quantity and identification of microfilm inspected;

(B) the condition of the microfilm, including description of any deterioration;

(C) any corrective action required;

(D) the date(s) of inspection and signed certification of inspector; and

(E) the date any corrective action was completed.

(2) The inspection log of stored microfilm must be maintained by year and within each year numerically according to microfilm identifier or number.

(c) Microfilm program procedures, training, and reviews.

(1) Written procedures must be prepared for the microfilm program and periodically updated to reflect current practice and at a minimum must include a description of:

(A) purpose of microfilm program;

(B) microfilm production including tests and inspections;

(C) storage of microfilm;

(D) inspection of stored microfilm;

(E) destruction of microfilmed records including expungement of information on microfilm; and

(F) documentation maintained.

(2) Staff training on microfilm procedures must be documented.

(3) The microfilm program must be reviewed by the records management officer or the records custodian yearly for compliance with the Local Government Code, Chapter 204 and these sections.

Source:
The provisions of this Section 7.34 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.35. Public Access to Information on Microfilm.

Local governments must adopt procedures to ensure that the public has the same access to information on microfilm as they would be entitled to if the information were recorded in another medium and to protect access to confidential information on microfilm. Where microfilm is the record medium, a paper copy, duplicate microfilm, or other type of copy must be made available for public use. The local government must not provide the original microfilm for public access.

Source:
The provisions of this Section 7.35 adopted to be effective June 12, 1966, 21 TexReg 4990.

Electronic Records

Standards and Procedures

B



LOCAL GOVERNMENT BULLETIN B
JULY 1998

Comments or complaints regarding the programs and services of the Texas State Library and Archives Commission may be addressed to:

Director and Librarian
PO Box 12927
Austin, Texas 78711-2927
512-463-5460; FAX 512-463-5436

Copies of this publication are available in alternative format on request.

Published by the Texas State Library and Archives Commission, July 1998.

Electronic Records

Standards and Procedures

LOCAL GOVERNMENT BULLETIN B

Local Government Code
Chapter 205. Electronic Storage of Records.

Section 205.001. Definitions.

In this chapter:

(1) "Electronic storage" means the maintenance of local government record data in the form of digital electronic signals on a computer hard disk, magnetic tape, optical disk, or similar machine-readable medium.

(2) "Local government record data" means the information that by law, regulation, rule of court, ordinance, or administrative procedure in a local government comprises a local government record as defined by Section 201.003.

(3) "Source document" means the local government record from which local government record data is obtained for electronic storage. The term does not include backup copies of the data in any media generated from electronic storage.

Source:
Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.002. Authorization.

Any local government record data may be stored electronically in addition to or instead of source

documents in paper or other media, subject to the requirements of this chapter and rules adopted under it.

Source:
Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.003. Standards and Procedures to be Adopted.

(a) The commission shall adopt rules establishing standards and procedures for the electronic storage of any local government record data of permanent value and may adopt rules establishing standards and procedures for the electronic storage of any local government record data whose retention period is at least 10 years on a records retention schedule issued by the commission. The rules must be approved as required by Section 441.165, Government Code.

(b) With regard to the types of local government record data covered by Subsection (a), the rules may require or prescribe:

(1) standards and procedures for the generation of backup or preservation copies of the local government record data on paper, microfilm, electronic, or other approved media;

(2) standards and procedures for the recopying or duplication of the magnetic tape, optical disk, or similar machine-readable medium on which the local government record data are stored;

(3) standards and procedures for the physical storage and maintenance of magnetic tapes, optical disks, or similar machine-readable media;

(4) standards and procedures for providing access by members of the public to electronically stored local government record data to which they are entitled under law; and

(5) other standards and procedures that the commission considers necessary to ensure the availability, readability, or integrity of the local government record data.

Source:
Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.004. Rules to be Updated.

The director and librarian shall monitor standards and procedures relating to electronic storage developed for use by federal agencies or adopted by national organizations that develop and set

standards in the fields of records and information management in order to recommend to the commission any needed amendments to rules.

Source:
Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.005. Supreme Court Rules.

This chapter is not intended to conflict with Subchapter I, Chapter 51, Government Code, relating to the electronic filing of certain documents in district and county courts. The commission shall incorporate any rules adopted under that subchapter into its own.

Source:
Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.006. Index.

An index to local government record data stored electronically must provide the same information that may be required by state law for an index to the source document, if applicable.

Source:
Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.007. Electronic Storage Authorization Requests.

(a) Before the electronic storage of any local government record data of permanent value or, if stipulated in commission rules, any local government record data whose retention period is at least 10 years on a records retention schedule issued by the commission, an electronic storage authorization request shall be submitted to the director and librarian for approval.

(b) Electronic storage authorization requests shall be submitted by the records management officer or under the officer's direction or, if a records management officer has not yet been designated under Section 203.025, by the custodian of the local government record data to be stored electronically.

(c) If the director and librarian or the designee of the director and librarian approves the request, the local government record data may be stored electronically.

(d) If the director and librarian or the designee of the director and librarian disapproves the request, the reasons for the disapproval shall be stated in writing within a reasonable time to the records management officer or custodian. Electronic storage of the local government record data may not take place until an electronic storage authorization request receives the approval of the director and librarian or the designee of the director and librarian.

(e) The director and librarian or the designee of the director and librarian may disapprove an electronic storage authorization request only if the standards and procedures proposed for the electronic storage of the local government record data are in violation of this chapter or rules adopted under it.

(f) The director and librarian shall determine the form and manner of submission of authorization requests required by this chapter.

Source:
Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.008. Destruction of Source Documents.

(a) The source document, if any, for electronically stored local government record data covered by Section 205.007(a) may be destroyed or returned to the person who filed it for record if the electronic storage authorization request is approved.

(b) The magnetic tape, optical disk, or similar medium containing the local government record data and the hardware and software necessary to provide access to it must be retained by the local government or be available to the local government until the expiration of the retention period for all source documents, subject to the rules adopted under this chapter.

(c) The source document, if any, for electronically stored local government record data not covered by Section 205.007(a) may be destroyed before the expiration of the retention period for the source document in a records retention schedule issued by the commission if the magnetic tape, optical disk, or similar medium and hardware and software necessary to provide access to local government record data on the media are retained for the retention period in the schedule. Conversely, the magnetic tape, optical disk, or similar medium may be erased, written over, or destroyed before the expiration of the retention period for a source document for local government record data not covered by Section 205.007(a), if the source document, if any, is retained until the expiration of its retention period or, if the source document has already been destroyed, paper or microfilm copies are generated from the magnetic tape, optical disk, or similar medium before destruction or erasure and retained until the expiration of the retention period for the source document.

Source:
Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.009. Denial of Access Prohibited.

A person under contract or agreement with a local government or elected county officer to create, file, or store local government record data electronically or to provide services, equipment, or the means for the creation, filing, or storage, may not, under any circumstances, refuse to provide local

government record data to the local government in a timely manner in a format accessible and useable by the local government.

Source:
Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Texas Administrative Code, Chapter 7
Section 7.71. Definitions.

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections shall have the meanings defined in the Local Government Code, Title 6, Subtitle C, Chapter 201.

AIIM—The Association for Information and Image Management.

ANSI—The American National Standards Institute.

Database—(A) collection of digitally stored data records, (B) collection of data elements within records within files that have relationships with other records within other files.

Database Management System (DBMS)—Set of programs designed to organize, store, and retrieve machine-readable information from a computer-maintained database or data bank.

Data file—Related numeric, textual, sound, or graphic information that is organized in a strictly prescribed form and format.

Electronic media—All media capable of being read by a computer including computer hard disks, magnetic tapes, optical disks, or similar machine-readable media.

Electronic record—Any information that is recorded in a form for computer processing and that satisfies the definition of local government record data in the Local Government Code, Section 205.001.

Electronic records system—Any information system that produces, manipulates, and stores local government records by using a computer.

Records custodian—The appointed or elected public officer who by the state constitution, state law, ordinance, or administrative policy is in charge of an office that creates or receives local government records.

Records management officer—Each elected county officer or the person designated by the governing body of each local government pursuant to the Local Government Code, Section 203.025.

Text documents—Narrative or tabular documents, such as letters, memorandums, and reports, in loosely prescribed form and format.

Source:
Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.72. General.

(a) These sections establish the minimum requirements for the maintenance, use, retention, and storage of any electronic record of a local government whose retention period is 10 years or more on a records retention schedule adopted under Section 7.125 of this title (relating to Records Retention Schedules). These sections do not apply to electronic records with retention periods of less than 10 years, but they are subject to the applicable provisions of the Local Government Code, Chapter 205.

(b) Unless otherwise noted, these requirements apply to all electronic records storage systems, whether on microcomputers, minicomputers, or main-frame computers, regardless of storage media.

(c) An electronic storage authorization request certifying that the requirements of these sections will be followed must be submitted to and approved by the director and librarian for all existing electronic storage, and before any new electronic storage, of records subject to this section. The authorization request must be submitted in a form and manner to be determined by the director and librarian and must be signed by the records management officer.

(d) The governing body of a local government and its records management officer in cooperation with records custodians must:

(1) administer a program for the management of records created, received, maintained, used, or stored on electronic media;

(2) integrate the management of electronic records with other records and information resources management programs;

(3) incorporate electronic records management objectives, responsibilities, and authorities in pertinent directives;

(4) establish procedures for addressing records management requirements, including recordkeeping requirements and disposition;

(5) ensure that training is provided for users of electronic records systems in the operation, care, and handling of the equipment, software, and media used in the system;

(6) ensure the development and maintenance of up-to-date documentation about all electronic records systems that is adequate to specify all technical characteristics

necessary for reading or processing the records and the timely, authorized disposition of records; and

(7) specify the location and media on which electronic records are maintained to meet retention requirements and maintain inventories of electronic records systems to facilitate disposition.

(e) Any electronic recordkeeping system not meeting the provisions of these sections may be utilized for records subject to this section provided the source document, if any, or a paper copy is maintained, or the record is microfilmed in accordance with the provisions of Local Government Code, Chapter 204, and the rules adopted under it.

Source:
Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.73. Creation and Use of Data Files.

(a) Disposition instructions for the data must be incorporated into electronic records systems that produce, use, and store data files.

(b) Local governments must maintain up-to-date technical documentation for each electronic records system that produces, uses, and stores data files. Minimum documentation required is:

(1) a narrative description of the system;

(2) the physical and technical characteristics of the records, including a record layout that describes each field including its name, size, starting or relative position, and a description of the form of the data (such as alphabetic, zoned decimal, packed decimal, or numeric), or a data dictionary, or the equivalent information associated with a database management system including a description of the relationship between data elements in databases; and

(3) any other technical information needed to read or process the records.

Source:
Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.74. Creation and Use of Text Documents.

(a) Electronic records systems that maintain the official file copy of text documents or data used to generate the official file copy of text documents on electronic media must meet the following minimum requirements:

(1) provide a method for all authorized users of the system to retrieve desired documents, such as an indexing or text search system;

(2) provide security to ensure integrity of the documents;

(3) provide a standard interchange format when determined to be necessary by the local government to permit the exchange of documents on electronic media among the components of the local government using different software/operating systems; and

(4) provide for the disposition of the documents.

(b) A document created on an electronic records system must be identified sufficiently to enable authorized personnel to retrieve, protect, and carry out the disposition of documents in the system. Local governments must ensure that records maintained in such systems can be correlated with related records on paper, microform, or other media.

Source:
Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.75. Security of Electronic Records.

(a) Local governments must implement and maintain an electronic records security program for office and storage areas that:

(1) ensures that only authorized personnel have access to electronic records;

(2) provides for backup and recovery of records to protect against information loss;

(3) ensures that personnel are trained to safeguard confidential electronic records;

(4) minimizes the risk of unauthorized alteration or erasure of electronic records; and

(5) documents that similar kinds of records generated and stored electronically are created by the same processes each time and have a standardized retrieval approach.

(b) A duplicate copy of essential records and any software or documentation required to retrieve and read the records must be maintained in a storage area located in a separate building from the building where the records that have been copied are maintained.

(c) For records stored on rewritable electronic media, the system must ensure that read/write privileges are controlled and that an audit trail of rewrites is maintained.

Source:
Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.76. Maintenance of Electronic Records Storage Media.

(a) Local governments must ensure that the accuracy, completeness, and accessibility of information are not lost prior to its authorized destruction date because of changing technology or media deterioration, by converting electronic storage media and taking other action as required to provide compatibility with current hardware and software. The migration strategy for upgrading equipment as technology evolves must be documented and include:

(1) periodically recopying to the same electronic media as required, and/or transferring of data from an obsolete technology to a supportable technology; and

(2) providing backward system compatibility to the data in the old system, and/or converting data to media that the system upgrade and/or replacement can support.

(b) Paragraphs (1)-(3) of this subsection outline the maintenance of backup electronic media stored offsite.

(1) Magnetic computer tapes must be tested and verified no more than 6 months prior to using them to store electronic records. Pretesting of tapes is not required if an automated system is used that monitors read/write errors and there is a procedure in place for correcting errors.

(2) The storage areas for electronic media must be maintained within the following temperatures and relative humidities:

(A) for magnetic media—65 degrees Fahrenheit to 75 degrees Fahrenheit, and 30% to 50% relative humidity;

(B) for optical disks—14 degrees Fahrenheit to 122 degrees Fahrenheit, and 10% to 90% relative humidity.

(3) A random sample of all magnetic computer tapes must be read annually to identify any loss of data and to discover and correct the causes of data loss. At least a 10% sample or a sample size of 50 magnetic tapes, whichever is less, must be read. Tapes with unrecoverable errors must be replaced and, when possible, lost data must be restored. All other tapes which might have been affected by the same cause (i. e. poor quality tape, high usage, poor environment, improper handling) must be read and corrected.

(c) Local governments must recopy data maintained on electronic media according to the following schedule.

(1) Data maintained on magnetic tape must be recopied onto new or used tape a minimum of once every three years.

(2) An alternative option for recopying magnetic tape is for the data to be recopied onto new tape a minimum of once every ten years, provided the tape is rewound under controlled tension every three and one-half years. The requirement for rewinding does not apply to 3480-type tape cartridges.

(3) Data maintained on optical disks must be recopied a minimum of once every 10 years.

(d) Floppy disks (diskettes) or any type of flexible disk system may not be used for the exclusive storage of records subject to these sections.

(e) External labels, or an eye-readable index relating to unique identifiers, for electronic media used to process or store electronic records must include the following information:

(1) name or other identifier of the organizational unit responsible for the records;

(2) descriptive title of the contents;

(3) dates of creation and authorized disposition date;

(4) security classification;

(5) identification of the software (to include specific application if appropriate) and hardware used; and

(6) system title, including the version number of the application.

(f) Additionally, the following information must be maintained for electronic media used to store permanent electronic records:

(1) file title(s);

(2) dates of coverage;

(3) the recording density;

(4) type of internal labels;

(5) volume serial number, if applicable;

(6) the number of tracks;

(7) character code/software dependency;

(8) information about block size;

(9) sequence number, if the file is part of a multi-media set; and

(10) relative starting position of data, if applicable.

(g) The following standards must be met for electronic records stored as digital images on optical media.

(1) A non-proprietary image file header label must be used, or the system developer must provide a bridge to a non-proprietary image file header label, or the system developer must supply a detailed definition of image file header label structure.

(2) The system hardware and/or software must provide a quality assurance capability that verifies information that is written to the optical media.

(3) Periodic maintenance of optical data storage systems is required, including an annual recalibration of the optical drives.

(4) Scanner quality must be evaluated based on the standard procedures in *American National Standard for Information and Image Management—Recommended Practice for Quality Control of Image Scanners* (ANSI/AIIM MS44-1988) and *American National Standard for Information and Image Management—Recommended Practice for Monitoring Image Quality of Roll Microfilm and Microfiche Scanners* (ANSI/AIIM MS49-1993).

(5) A visual quality control evaluation must be performed for each scanned image and related index data.

(6) A scanning density with a minimum of 200 dots per inch is required for recording documents that contain no type font smaller than six point.

(7) A scanning density with a minimum of 300 dots per inch is required for engineering drawings, maps, and other documents with background detail.

(8) The selected scanning density must be validated with tests on actual documents.

(9) The use of the Consultative Committee on International Telegraphy and Telephony (CCITT) Group 3 or Group 4 compression techniques is required for document images without continuous tonal qualities. If use of a proprietary compression technique is unavoidable, the vendor must provide a gateway to either Group 3 or Group 4 compression techniques.

(10) Optical drive systems must not be operated in environments with high levels of airborne particulates.

(11) All aspects of the design and use of the imaging system must be documented, including administrative procedures for digital imaging, retrieval, and storage; technical system specifications; problems encountered; and measures taken to address them, including hardware and software modifications.

(h) Smoking, drinking, and eating must be prohibited in electronic media storage areas.

Section 7.77. Retention of Electronic Records.

(a) Local governments must establish policies and procedures to ensure that electronic records and any software, hardware, and/or documentation, including maintenance documentation, required to retrieve and read the electronic records are retained as long as the approved retention period for the electronic records.

(b) The retention procedures must include provisions for:

(1) scheduling the disposition of all electronic records, according to statutory requirements, as well as related software, documentation, and indexes; and

(2) establishing procedures for regular recopying, reformatting, and other necessary maintenance to ensure the retention and usability of electronic records until the expiration of their retention periods.

Source:
Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.78. Destruction of Electronic Records.

(a) Electronic records may be destroyed only in accordance with the Local Government Code, Section 202.001.

(b) Each local government must ensure that:

(1) electronic records scheduled for destruction are disposed of in a manner that ensures protection of any confidential information; and

(2) magnetic storage media previously used for electronic records containing confidential information are not reused if the previously recorded information can be compromised by reuse in any way.

(c) The following requirements must be met for the court ordered expungement of information recorded on an optical Write-Once-Read-Many (WORM) system:

(1) Two methods are allowed for expunging information from a WORM disk:

(A) the information may be overwritten to obliterate the original image, leaving no evidence of the original information, or;

(B) all of the indices, pages, or documents on a disk, other than the expunged document(s), must be rewritten to a new disk and the old disk must be physically destroyed.

(2) In cases where a complete page or record is expunged, all reference to the page or record must be removed from the index. If the index has been copied, the index must be recopied after the reference to the page or record has been removed.

(3) Copies of the original WORM disk and copies of the information removed by expungement must be destroyed or changed to reflect the court order. All copies of the record, index, or reference to the original unrevised information on WORM disk copies or copies in any other media must be destroyed.

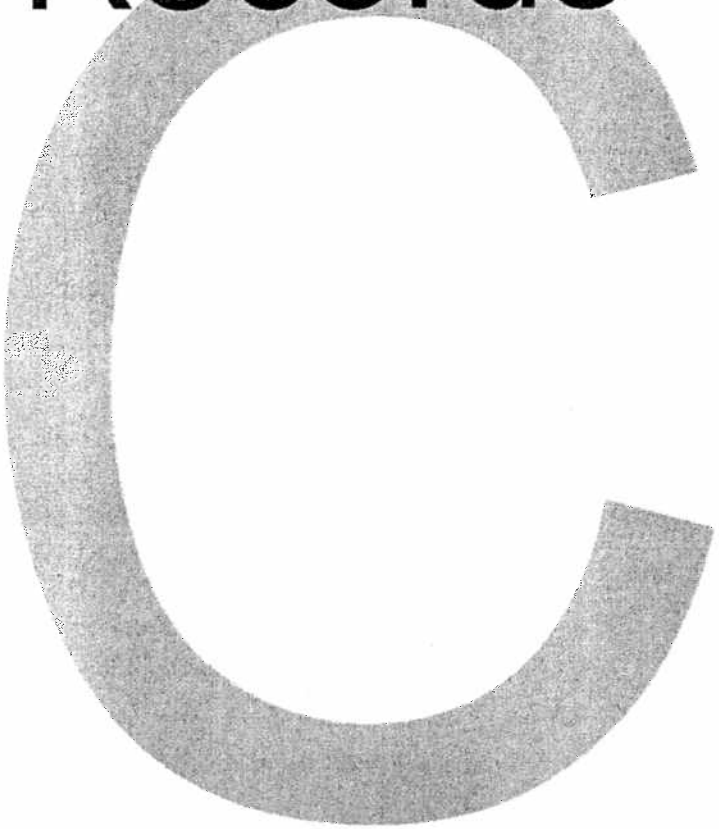
Source:
Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.79. Public Access to Electronic Records.

An electronic recordkeeping system must not provide an impediment to access to public records.

Source:
Adopted to be effective March 12, 1993, 18 TexReg 1271.

Inventorying and Scheduling Records



Texas State Library and Archives Commission

LOCAL GOVERNMENT BULLETIN C

MAY 1998

Comments or complaints regarding the programs and services of the Texas State Library and Archives Commission may be addressed to:

Director and Librarian
PO Box 12927
Austin, Texas 78711-2927
512-463-5460; FAX 512-463-5436

Copies of this publication are available in alternative format on request.

Published by the Texas State Library and Archives Commission, Revised May 1998.

Inventorying and Scheduling Records

LOCAL GOVERNMENT BULLETIN C

Purpose

The purpose of this bulletin is to provide guidelines for inventorying, appraising, and scheduling records, *including:*

- Benefits of the Records Control Schedule.
- Statutory Requirements.
- Objectives of the Records Inventory.
- Basic Inventory Methods.
- Preparation for the Inventory.
- The Records Inventory Worksheet.
- Objectives of Records Appraisal and Scheduling.
- Analysis and Appraisal Process.
- Appraising Records Values.
- Appraisal Resources.
- Approval of the Records Control Schedule.

Introduction

The goal of local government recordkeeping should be to provide recorded information to those who need it, when they need it, and in the most cost-effective manner—whether those who need the information are the governing body, administrators or staff, or members of the public. This goal can only be accomplished by *records management;* that is, the application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purposes of reducing costs and improving the efficiency of recordkeeping. An effective local government records management program will provide the systematic control of records throughout their life cycle—from creation, during use and maintenance, to an appropriate final disposition.

The central document in establishing and maintaining control over records by a local government is the *records control schedule.* The schedule is prepared by or under the authority of the records management officer listing the records created or received by an office or department, and specifying how long they are to be retained. To be most useful, the control schedule will also show where and in what manner records are to be maintained while they are active and while inactive, and how they are to be destroyed.

The records control schedule should be developed directly from the *records inventory,* which is the first step in developing an effective records management program. The inventory is a complete listing of the records holdings in an office or department. The inventory is done only once, then updated when there are additions or deletions in the records that are created and maintained.

All records should be inventoried, regardless of the media in which they are maintained, but the inventory is not a document-by-document or folder-by-folder listing of the records in your file cabinets or on your shelves. Rather, an inventory describes the function, content, use, and format of each records series in your office and storage areas. A *records series* is a group of identical or related documents that are normally used or filed as a unit and have the same retention period. A good place to begin understanding the records series concept is to review the local records retention schedules which have been issued by the Texas State Library and Archives Commission. For example, Local Schedule GR (Records Common to All Governments) lists records series that are found in most local governments. There are also specialized retention schedules, such as Local Schedule EL (Records of Elections and Voter Registration) and Local Schedule LC (Records of Justice and Municipal Courts). Records series will be discussed further, with specific examples, in the instructions for completing the records inventory worksheet on page 13.

During a records inventory, you may find some types of material in government offices that are not records and do not need to be inventoried. For example, blank forms, stocks of publications, and library and museum materials acquired solely for the purposes of reference or display are specifically excluded from the definition of a local government record. State law defines a *local government record* as "any document, paper, letter, book, map, photograph, sound or video recording, microfilm,

magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by a local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business" (Local Government Code, Section 201.003).

After the records inventory is completed, the records must be appraised. During appraisal, the value of each record you create or receive is determined. Based on the decisions made during appraisal, a records control schedule is completed which can then be used regularly and systematically by your local government to manage its records.

Finding out what records you maintain, appraising their value, and determining how long that value lasts are the essential first steps in the development of a records control schedule and establishment of a sound records management program.

Benefits of the Records Control Schedule

A solid foundation for the local government's records management program is the foremost benefit of the records control schedule. Other immediate and potential benefits include:

- Efficiently using office space for active records.
- Moving inactive records into less expensive storage areas, if possible.
- Releasing equipment and reusable media for other productive uses.
- Maintaining records in the formats offering the optimum combination of administrative convenience and cost control.
- Providing security for records with confidential or sensitive information.
- Improving protection of vital records.
- Providing an audit trail for records disposition.
- Destroying records that no longer have value to the government.
- Retaining records of permanent value.
- Complying with legal requirements.
- Providing legal protection to the government when destroying records.

Statutory Requirements

As stated in Local Government Code, Section 203.041(a), each local government must develop a records control schedule and file the schedule with the director and librarian of the Texas State Library and Archives Commission, according to these requirements:

(a) On or before January 4, 1999, the records management officer shall prepare and file with the director and librarian:

(1) a records control schedule listing the following records and establishing a retention period for each as provided by Section 203.042:

(A) all records created or received by the local government or elective county office;

(B) any record no longer created or received by the local government or elective county office that is still in its possession and for which the retention period on a records retention schedule issued by the commission has not expired; and

(C) any record no longer created or received by the local government or elective county office that is still in its possession and for which the retention period on a records retention schedule issued by the commission has expired but which will not be destroyed as provided by Section 203.044;

(2) the records management officer, in lieu of filing a records control schedule, may file with the director and librarian a written certification of compliance that the local government or the elective county office has adopted records control schedules that comply with the minimum requirements established on records retention schedules issued by the commission.

Section 203.041 also specifies these additional provisions for preparation and filing of the records control schedule:

- At the discretion of the records management officer, the records control schedule may also list and provide retention periods for material that is not defined as a local government record and for records exempted from the destruction request requirement.
- The records control schedule must be amended by the records management officer as needed to reflect new records created or received by the government and revisions to retention periods established in records retention schedules issued by the commission. Amendments to a records control schedule are filed with the director and librarian in the same manner as the original schedule.

- The governing body shall require, in the ordinance or order establishing the records management program, the review or approval of a records control schedule or amended schedule by the officers of the local government it considers necessary. The records control schedule or amended schedule for an elective county office need only be approved by the elective official.
- Records control schedules may be filed by a local government on an office-by-office basis or on a department-by-department basis within each office.

Local Government Code, Section 204.01(a)(2) permits a local government to adopt appropriate schedules issued by the Texas State Library and Archives Commission for use in the government's records management program. While this method satisfies legal requirements concerning the retention of records, we recommend that local governments then proceed, as resources permit, to inventory their records and develop schedules for in-house use that accurately reflect the records created or received by the local government.

Objectives of the Records Inventory

The inventory is the foundation of your records management program, not just an isolated project. It will provide you with significant facts about the records you create and maintain. Implementing a records management program by using information collected through the records inventory will result in both short-term and long-term benefits that include:

- Gathering sufficient information to determine the appropriate retention of records.
- Identifying unnecessary copies of records.
- Providing security for records with confidential or sensitive information.
- Releasing equipment and reusable media for other productive uses.
- Saving space and money.

Ideally, the information gathered during the inventory will be comprehensive and will meet the needs of all aspects of your program. By defining your objectives in advance, you will know what you want to accomplish with the inventory data before you start the process.

Objectives clarify problems and specify desired results. The following should be your objectives for accomplishing the immediate tasks of inventorying records in order to develop and implement the records control schedule:

- Identify all of the local government's records by records series.
- Determine the physical location and format of all records, including the official record copy that will be maintained for the full retention period and any convenience copies that should be retained for a shorter period of time.
- Identify the inclusive dates and quantity of each records series.

Long-term objectives to support the general records management goals of the local government, such as the following, can also be achieved through an inventory:

- Describe current filing and retrieval systems.
- Categorize the types and quantities of equipment and supplies used in the maintenance of records.
- Calculate the amount of floor space dedicated to storage of active and inactive records.
- Evaluate the costs of recordkeeping in the government, including consideration of alternative methods.

Basic Inventory Methods

In addition to specifying the objectives of the inventory, you will also be selecting the inventory method which will give you the appropriate information to begin working toward your objectives. The records inventory may be conducted by means of a physical survey or by use of a questionnaire.

For the physical inventory, a direct examination of the records is conducted throughout the organization by an individual, such as the records management officer, or a group of individuals under the officer's supervision. Departmental staff may conduct the physical inventory, with the coordination and assistance of the records management officer. This approach usually includes appointing a records liaison for each department. A physical inventory can also be undertaken by hiring a consultant or temporary workers or by using volunteers who give the inventory their exclusive attention. The physical inventory is the most thorough and accurate inventory method. Training a small number of personnel, who then conduct the physical survey of the records, speeds the completion of the inventory and ensures consistency in the collected data. For some governments, however, the physical inventory method is not a feasible choice because of insufficient staff and financial resources to complete this time-consuming process.

Another approach to conducting the records inventory is to use a questionnaire and have each department complete its own inventory, with little or no direct examination of the records. This is the fastest method because the inventory form can be distributed to all departments simultaneously, completed by staff knowledgeable about the records, and returned by a specified date. It is also less time-consuming for staff because a thorough physical examination of the records is not undertaken.

However, problems may develop when the questionnaire method is used. The data collected may not be consistently accurate or complete. The wording on the questionnaire must be very specific so that the respondents know what is required of them. The questionnaire may be viewed as an added chore to an already full work schedule, and it may be hastily prepared or departmental staff may procrastinate in completing it. Because the records are not physically examined in detail, the questionnaire method rarely takes fully into account stored records, and a large volume of records may be over-

looked. In addition, inclusive dates and the volume of records series are often simply guesses by persons completing the form.

Each inventory method has its advantages and limitations, but the planning steps required are similar for all the methods. Consider the objectives you hope to accomplish before deciding which method to use.

We do recommend that, if at all possible, a physical inventory be conducted. Not only does the information gathered provide you with the data needed to create the records retention schedule, the quality of information obtained during a physical inventory provides the soundest basis for a quality records management program.

Preparation for the Inventory

In addition to choosing a method for doing the inventory, planning for the inventory should include these preparatory steps, details of which will be discussed below:

- Determining the best strategy to accomplish records management objectives.
- Obtaining top management support.
- Communicating plans to management and staff.
- Selecting personnel for the inventory process.
- Establishing work schedules and completion dates.
- Mapping file locations.

Determining the best strategy to accomplish records management objectives—Investigate what may have already been done. For example, someone else may have previously started or completed a records inventory.

Explore the resources available to help with the inventory. Think about the organizational structure of your government and how that may influence the way to accomplish the inventory tasks most easily. Ask yourself questions such as the following:

- How can the work be distributed most efficiently?
- Who knows the most about the records? Who has a particular aptitude for and enjoys working with records?
- How much time do staff have to devote to the inventory? Can extra staff be hired on a temporary basis?
- How will staff be prepared for this task? What training is needed and how will it be provided?

- What other factors should be considered when deciding the timing of the inventory? For example, it is very helpful to get an inventory and appraisal done prior to a move to new office space so that records eligible for destruction can be disposed of instead of moved.

Obtaining top management support—Management support is critical to the success of the inventory and to the entire records management program. Although state law requires that the governing body of each local government establish a records management program by ordinance or order, it is still important to obtain directives from top management to ensure that the requirements of the program are met and its purposes realized. Request a directive be sent to middle management or to the entire staff describing the objectives of the inventory and mandating the participation of everyone concerned. With this written commitment, all departments will know that the records inventory is a sanctioned project with an important purpose.

The policy filed by an elected county official in fulfilling a requirement of the Local Government Records Act establishes a records management program in the office, but in larger offices that have been divided into two or more departments headed by deputies, additional written directives from the elected official are advised to ensure that the importance of the program and its procedures are communicated to all employees.

Communicating plans to management and staff—Before beginning the inventory, just as before any major records management project, send a memo to all personnel who will be involved. Explain the project. Tell them when the inventory will begin and how it will affect work in progress. You may want to hold a meeting for interested staff as an informal orientation. If your government's records management plan provides for the appointment of records liaison officers, a meeting with these officers is a must. You will receive more support from those affected if they are included in the planning for the inventory and the records management program.

Selecting personnel for the inventory process—The records management officer should conduct or oversee the records inventory. If the government does not have specialized records management staff or records liaison officers available to assist with the inventory, other alternatives will have to be considered. In order to expedite the completion of the inventory, explore the possibility of recruiting volunteer assistance or hiring part-time or temporary staff. If the inventory takes too much time, the information collected might not be current when analyzed. Also, without visible results in a reasonable amount of time, management support for the project may be jeopardized.

A successful inventory and records management program depends on informed personnel. Devote sufficient training to cover these aspects of the inventory:

- Purpose of inventory.
- Records management concepts and terminology.

- Use of the inventory worksheet.
- Work schedule and procedures.

Establishing work schedules and completion dates—Estimating personnel and time requirements is difficult and depends more on the variety of records and their relative accessibility than on the actual volume of records. The amount of data to be collected will affect the time needed, as will the complexity of the records series involved.

Plan and carry out a quick "walk through" survey; this will give you an idea of the volume and accessibility of records. The task of estimating time will be less difficult with some perspective of the overall amount of records to be inventoried. For example, one person can inventory an average of 20 to 30 cubic feet of records per day. Experienced records personnel, however, may be able to inventory up to 150 cubic feet (approximately 20 file cabinets) daily. Factors influencing this rate are the complexity, organization, and location of the files.

Inventorying the records by department is a popular approach because it is an incremental process and can be easier to keep track of than a government-wide simultaneous effort. The "department-by-department" approach breaks the vastness of the total records holdings into logical divisions.

Draw up a work plan and timetable for the inventory project. Consult with department heads to determine the most convenient times for inventorying their records. Schedule the order in which offices and storage areas will be inventoried, which inventory worker will be responsible for each, and the approximate time needed to complete the inventory in each area. Periodically monitor the progress of the inventory to make certain inventory workers are completing the forms correctly and adhering to the timetable.

Begin your inventory among active records in office areas. The recordkeepers are more familiar with these records than those in storage and will be available to answer the questions of the inventory worker as they arise. By the time the inventory workers move to the storage area, they will be acquainted with the substance of most of the records created or received in the office.

Mapping file locations—While beginning the inventory with the files actively used in the office is recommended, it is also crucial to ensure a complete survey of all active and inactive records. For example, records may have been placed in storage so long ago that no current staff member is aware of their existence. One of the goals of records management is ridding valuable office and storage space of obsolete and valueless records. It is important, in advance of the inventory, to know where *all the records* of each office are housed.

We recommend you prepare a floor plan showing the location and types of records in all offices and storage locations. Be certain to include all records, in all formats.

AI-13777 **21.A.7.**

Traffic Road Signs & Accessories

CC REGULAR

Date:	02/09/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation for consideration, discussion and action (if applicable) to award to primary vendor and secondary vendor(s) meeting all specifications and requirements with the approval of contract for “Traffic Road Signs & Miscellaneous Equipment.” (RFB 08-338-12-03-YSI).

BACKGROUND

Agreements previously approved as to form by legal on 12-19-06.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-121-005-0-679/613

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

BUDGETARY IMPACT:

Various accounts may be used.

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-613/679

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

BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-613/679

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

BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-679

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

BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0613/679

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

BUDGETARY IMPACT:

Attachments

Link: Participating Bidder's Log

Link: Customer Product Corp. Agreement

Link: Delta Agreement

Link: Dept. Recommendation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/04/2009 02:18 PM	APRV
2	Budget & Management	Veronica Lopez	02/04/2009 02:21 PM	APRV
3	Sylvia Solis	Sylvia Solis	02/05/2009 02:26 PM	APRV
4	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Yvette Islas Started On: 02/03/2009 04:09 PM

Final Approval Date: 02/06/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: December 03, 2008 **BID OPENING TIME:** 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY TRAFFIC ROAD SIGNS & MISCELLANEOUS EQUIPMENT"
BID NO: 08-338-12-03-ysi

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. Delta Specialties	US MAIL BLM	Y. Islas	11-17-08	RR 1 Box 276 Edinburg, TX 78539 956-316-1626 delta.signs@yahoo.com
2. Custom Products Corp.	US MAIL BLM EM	Y. Islas	11-17-08 11-20-08	P O Box 54091 Jackson, MS 39288 800-367-1492 heidi@cpcsigns.com
3. Nippon Carbide Industries	E-MAIL TR	Y. Islas	11-17-08	mgatica@nikkalite.com 800-395-2528
4. Osburn Associates, Inc. Amanda L. Boggs	EM	Y. Islas	11-18-08	alboggs@osburnassociates.net
5. US Signs and Safety Mark Simpson	EM	Y. Islas	11-20-08	simpson.duke@gmail.com
6. Seton Identification Products	EM	Y. Islas	11-20-08	Nancy_Vargovhik@seton.com
7. SpeedCheck Producs	EM	Y. Islas	11-20-08	lindasul@informationdisplay.com

8. American Sign Brackets	EM	Y. Islas	11-20-08	tsbjohn@cox-internet.com
9. Rocal, Inc	EM	Y. Islas	11-20-08	tsellers@rocal.com
10. Hall Sign. Inc.	EM	Y. Islas	11-20-08	Jenni@hallsigns.com
11. TAG International	EM	Y. Islas	11-21-08	MCalderon@tagmlsb.com

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

REQUIREMENTS AGREEMENT
C-0-08-338A-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of_____ by and between **Custom Product Corporation,** (secondary vendor) a Mississippi Corporation ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Traffic Road Signs & Miscellaneous Equipment,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one (1) year with the County's option to renew for one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Traffic Road Signs & Miscellaneous Equipment"** in the areas of **HIDALGO COUNTY** projects for a period of_one year from with the option to renew one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this

Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Custom Products Corporation
Attention: Ms. Heidi McGee
P O Box 54091
Jackson, MS 39288

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular

shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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 AC@ 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, _____.

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date:_____

Custom Products Corporation
By:_____
Printed Name:_____
Title:_____
Date:_____

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

By:_____
Date:_____

12-19-06
Approved
BWC

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"
SPECIFICATIONS

A. Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.

B. All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.

C. White legends and borders shall be White Type C (high specific intensity) reflective sheeting.

D. All other related supplies must also comply to all applicable Texas Department of Transportation and Federal Highway standards.

E. **Type, dimension and color of signs (both new and refaced), accessories and supplies required are listed in Exhibit "B".**

EXHIBIT "B"
TRAFFIC-ROAD SIGNS AND ACCESSORIES
HIDALGO COUNTY
RFB NO. 2008-338-12-03-YSI

BID PAGE(S)

Bid Prices is on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
3 Way							
12" x 6"							
4 Way							
12" x 6"							
24" x 18"							
A/C And Refrigeration							
18" x 24"							
All Way							
18" x 6"							
Arrow Signs							
48" x 24"							
20" x 8"							
15" x 8"							
Bridge Closed							
36"x 36"							
48" x 48"							
30" x 30"							
48" x 30"							
Bridge Out							
30" x 30"							
Brush Area							
18" x 24"							
Cable/ Utility Warning Signs							
9" x 3"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 3 2@							
12" x 9"							
Caution							
18" x 24"							
30" x 30"							
Children At Play							
24" x 30"							
18" x 24"							
Curve: Right or Left Curve Ahead							
24" x 24"							
30" x 30"							
30" x 36"							
Construction Zone Warning Signs							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
Roll-up Mesh Signs							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
Construction Zone Signs & Supplemental Signs							
12" x 18"							
24" x 12"							
18" x 24"							
24" x 18"							
30" x 24"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30' x 30'							
48" x 18"							
48" x 24"							
48" x 30"							
Custom Message							
12" x 18"							
18" x 24"							
9" x 30"							
36" x 36"							
Dead End							
30" x 30"							
24" x 24"							
Detour							
30" x 24"							
Dip							
30" x 30"							
36" x 36"							
Double Arrow							
48" x 24"							
Fluorescent Yellow Green Safety							
24" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
Fresh Oil							
24" x 24"							
Handicap unlimited wording & symbols							
12" x 6"							
12" x 9"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 12"							
12" x 18"							
12" x 24"							
18" x 18"							
18" x 24"							
Handicap X-ing							
12" x 18"							
18" x 24"							
24" x 30							
30' x 30'							
36" x 36"							
48" x 48"							
Handicap Stencil							
36' x 36'							
Arrow Sign							
21" x 12" pointing down right or left							
Ice on Bridge							
30" x 30"							
Interlocal/ Project Signs							
4" x 8" Plywood one side only							
4" x 8" Plywood double sided							
Office & Shop Signs							
Keep Back 25 Feet							
12" x 9"							
Left to Right Marker Bridge							
12" x 36"							
18" x 24"							
Mattress							
18" x 24"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Men Working							
24" x 24"							
Metal Area							
18" x 24"							
Mowers Ahead							
36" x 36"							
48" x 48"							
Narrow Bridge							
24" x 24"							
30" x 30"							
Neighborhood Watch							
18" x 24"							
No Dumping							
60" x 30"							
18" x 24"							
Pavement Ends							
30" x 30"							
Pedestrians							
36" x 36"							
48" x 48"							
30" x 30"							
Public/ Private Parking Sign							
12" x 18"							
18" x 24"							
Right to Left Marker							
12" x 36"							
18" x 24"							
Road Closed to Thru Traffic							
60" x 30"							
48" x 30"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Road Closed							
48" x 30"							
30" x 48"							
36" x 36"							
Road Construction Ahead							
36" x 36"							
48" x 48"							
30" x 30"							
Road Machinery Ahead							
36" x 36"							
48" x 48"							
30" x 30"							
School Ped X-ing							
30" x 30"							
School Zone Signs							
24" x 8"							
24" x 10"							
18" x 24"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 48"							
30" x 30"							
48" x 48"							
36" x 36"							
Signs & Blanks							
6" x 30"							
6" x 24"							
6" x 18"							
6" x 36"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamon d Grade
30" x 30"							
Single Arrow							
30" x 36"							
48" x 24"							
Single Arrow Left/Right							
30" x 36"							
48" x 24"							
Slow							
30" x 30"							
24" x 24"							
Slow For Children							
24" x 30"							
18" x 24"							
Specialties Signs							
6" x 12"							
18" x 24"							
30" x 24"							
12" x 18"							
48" x 24"							
4" x 8"							
30" x 36"							
24" x 24"							
4" x 4"							
12" x 18"							
2" x 16"							
12" x 9"							
30"x 30"							
24" x 36"							
36" x 12"							
48" x 48"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Speed Limit							
18" x 24" 10-40 MPH (depending on specs)							
24" x 30" 10-40 MPH (depending on specs)							
Stop Ahead							
24" x 24"							
30" x 30"							
36" x 36"							
Stop Signs							
30" x 30"							
24" x 24"							
36" x 36"							
18" x 18"							
48" x 48"							
Stop Stencil							
36" x 36"							
Street Name Signs							
6" x 30"							
6" x 24"							
6" x 18"							
6" x 36"							
Supplemental Plaques							
12" x 6"							
AT@ Intersection							
24" x 24"							
30" x 30"							
Tire Area							
18" 24"							
Traffic Signs							
9" x 12"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
18" x 12"							
18" x 24"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 36"							
30" x 30"							
30" x 36"							
36" x 12"							
48" x 24"							
48" x 48"							
Trash Area							
18" x 24"							
Truck Crossing							
36" x 36"							
48" x 48"							
30" x 30"							
Type III							
10" Type III							
Warning Signs							
24" x 24"							
30" x 30"							
36" x 36"							
24" x 18"							
48" x 48"							
9" x 12"							
18" x 12"							
24" x 30"							
24" x 36"							
36" x 12"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 24"							
Water on Bridge							
48" x 48"							
30" x 30"							
Yield Sign							
30" x 30" x 30"							
36" x 36" x 36"							
Y Intersection							
30" x 30"							
Your Trash Must Be Secure At All Times							
18" x 24"							
3" Center Pavement Reflectors							
Amber							
Clear							
Red or white							
4" Center Pavement Reflectors							
Amber							
Clear							
Red or white							
Aluminum Brackets for 6" & 9"							
Post Cap for U Channel Posts							
Post Cap for 2" & 3" Posts							
Post Cap for 1 3/4 Sq Post for Flat Assy							
90E Bracket for 4 Way Assembly							
45E/ 180E Bracket for 4 Way Assembly							
Barricades							
A Frame 30" Tall x 6' Wide All Plastic Frame							
8' Type III Orange or							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Red/White Type A & C							
96" x 8" Reflective 1" Thick Orange/White							
Type I and II							
End of Road 8'/ 10' & 12'							
Barrel Tape							
2" x 50 Yards							
4" x 50 Yards							
6" x 50 Yards							
Barricades Tape							
Reflective, General Purpose Tape Red, White, Yellow							
1" x 30" yd. Roll, 2"x 30" yd. Roll, 3" x 30" yd Roll							
Type A & C Orange Left/Right							
Type 111							
8" x 50 yd.							
8" x 100 yd.							
Flexible Road Marker							
62" White Road Marker w/ Wt. Reflector Sheeting							
62" White Road Marker w/ Yellow Reflector Sheeting							
Post Driver							
Jiggle Bars 6" x 34"							
Anti-Theft Bolts							
5/16 Bolts 21/2" x 3"							
1/4 Bolts 2"							
Cross Brackets 2" & 3"							
Round Post Brackets 2" & 3"							
Industrial Grade Mil Barrier Tape							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Temporary Barrier Fence							
Quick Fence Safety System							
U Post Brackets 2" & 3"							
1/4" Screws for Brackets (Blade Holders)							
3" Post Caps							
Chevrons 18" x 24"							
Cones (Traffic)							
18" Plain, Bright Orange Top, Black Base							
28" Plain, Bright Orange Top, Black Base							
36" Plain, Bright Orange Top, Black Base							
28" Orange/Red Glow							
28" With Reflective Collars							
11 2@ x 16" Decals							
Post Domes							
Double Arrow							
48" x 24" Yellow Reflective Aluminum Rectangle							
Municipal Emblems (Pressure Sensitive)							
Gal. 5 gal. Expoxy Kit							
One gal. Kit							
Quick Sticks							
Locknuts							
6" x 12" Bridge Markers							
End of Roadway Markers / Button Delineators 18" x 18"							
Object Markers Reflective							
12" x 36"							
10" x 30"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
6" x 24"							
6' Delineator Posts (Flexible)							
18" Double Faced Hand Paddles							
Quad Stands for Roll Up Mesh Sign							
Round Plastic Reflector- Red							
33" x 3" Reflective Keep Back 500 Feet							
Round Plastic Reflectors Amber							
Rectangular Reflectors 3" x 8" Type A & C							
Rectangular Reflectors 3" x 8" Type A & C							
Safety Flags- Fluorescent w/ Stiffener							
16" x 16"							
18" x 18"							
Safety Splice U Channel Sign Post System							
8" x 10" Upright Sign Post							
Stub Post & Hardware							
Sign Assembly Hardware							
U Channel							
Tubular Post 8'							
Tubular Post 10'							
Tubular Post 12'							
Sq. Post							
Screw Set							
Super Dome Drums							
Molded Rubber Base							
Blue Net Sheeting 15"							
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
4" Transfer Tape							
U Channels							
12" x 3" Heavy Gauge							
U Post							
U Shape Green Galvanized 10 ft. ., 12 Ft.							
Wing Bracket for All Sign Plates							
Standard 16" Wing Bracket							
Heavy Duty 24" Wing Bracket							
Temporary Barrier Fencing Roll							
48" Handicap Stencil							
24" x 24" Binder Signs (Folding Signs)							
Barricade Lights Flashers							
Plastic Delineators (Stand Alone)							
24" Safety Flags							
Tape Caution Buried Electrical Lines							
30" x 30" Roll Up Mesh Stop/ Slow Paddle							
Barricade Lights							
6' Speed Bump (Plastic)							
9' Speed Bump (Plastic)							
9' Speed Bump– Yellow & Black (plastic)							
Epoxy Pads							
8' x 4' MDO Specialty Sign							
24" x 24" Barricade Marker							
6" x 50 yds Roll of E/E Vinyl							
6" x 50 yds Roll of H.I.P Vinyl							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamon d Grade
Slow Moving Vehicle- 040 Aluminum (Triangle)							
Slow Moving Vehicle- Decal (Triangle)							

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone Number: _____

E-Mail Address: _____

Cellular & Pager Numbers: _____

Fax Number: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"
TRAFFIC-ROAD SIGNS AND ACCESSORIES
HIDALGO COUNTY
RFB NO. 2008-338-12-03-YSI

BID PAGE(S)

Bid Prices is on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
3 Way	—	—	—	Price for one color	NO BID		
12" x 6"	2.48	2.98	4.59				
4 Way	—	—	—				
12" x 6"	2.48	2.98	4.59				
24" x 18"	10.81	13.80	23.46				
A/C And Refrigeration	—	—	—	Price for one color			
18" x 24"	10.81	13.80	23.46				
All Way	—	—	—				
18" x 6"	3.73	4.47	6.89				
Arrow Signs	—	—	—				
48" x 24" .100	30.94	38.92	64.68				
20" x 8"	4.94	6.05	9.62				
15" x 8"	4.85	5.68	8.35				
Bridge Closed	—	—	—				
36"x 36" .100	37.99	43.51	72.49				
48" x 48" .125	80.78	90.61	142.13				
30" x 30"	22.33	26.16	46.29				
48" x 30" .100	38.37	48.35	80.55				
Bridge Out	—	—	—				
30" x 30"	22.33	26.16	46.29				
Brush Area	—	—	—	Price for one color			
18" x 24"	10.81	13.80	23.46				
Cable/ Utility Warning Signs	—	—	—	Price for one color			
9" x 3"	2.48	2.98	4.59				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 3 ½"	2.48	2.98	4.59	Price for one color		NO BID	
12" x 9"	3.73	4.47	6.89				
Caution	—	—	—				
18" x 24"	10.81	13.80	23.46				
30" x 30"	20.93	27.16	47.29				
Children At Play	—	—	—				
24" x 30"	16.29	21.28	37.38				
18" x 24"	9.81	12.80	22.46				
Curve: Right or Left Curve Ahead	—	—	—				
24" x 24"	13.15	17.14	30.02				
30" x 30"	19.93	26.16	46.29				
30" x 36" .100	30.00	36.48	60.63				
Construction Zone Warning Signs	—	—	—				
18" x 18"	8.80	10.19	17.43				
24" x 24"	14.68	17.14	30.02				
30" x 30"	22.33	26.16	46.29				
36" x 36" .100	37.99	43.51	72.49				
48" x 48" .125	80.78	90.61	142.13				
X Roll-up Mesh Signs	—	—	—				
18" x 18"	NO BID	NO BID	NO BID				
24" x 24"	NO BID	NO BID	NO BID				
30" x 30"	NO BID	NO BID	NO BID				
36" x 36"	NO BID	102.25	110.63				
48" x 48"	NO BID	142.88	187.25				
Construction Zone Signs & Supplemental Signs	—	—	—				
12" x 18"	5.91	6.83	11.66				
24" x 12"	7.85	9.08	15.52				
18" x 24"	10.96	12.80	22.46				
24" x 18"	10.96	12.80	22.46				
30" x 24"	18.21	21.28	37.38				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30' x 30'	22.33	26.16	46.29	Price for one color		NO BID	
48" x 18"	21.37	25.06	44.37				
48" x 24" .100	30.94	38.92	64.68				
48" x 30" .100	42.20	48.35	80.55				
Custom Message	—	—	—				
12" x 18"	S/E D/F 5.33/9.32	S/E D/F 6.83/11.95	S/E D/F 11.66/20.40				
18" x 24"	9.81/17.16	12.80/22.40	22.46/39.30				
9" x 30"	6.61/11.56	8.48/14.84	14.51/25.39				
36" x 36" .100	34.54/60.44	43.51/76.14	72.49/126.85				
Dead End	—	—	—				
30" x 30"	19.93	26.16	46.29				
24" x 24"	13.15	17.14	30.02				
Detour	—	—	—				
30" x 24"	18.21	21.28	37.38				
Dip	—	—	—				
30" x 30"	19.93	26.16	46.29				
36" x 36" .100	34.54	43.51	72.49				
Double Arrow	—	—	—				
48" x 24" .100	30.94	38.92	64.68				
Fluorescent Yellow Green Safety	—	—	—				
24" x 18"	23.38	23.38	23.38				
24" x 24"	31.25	31.25	31.25				
30" x 30"	48.21	48.21	48.21				
36" x 36" .100	75.25	75.25	75.25				
48" x 48" .125	147.04	147.04	147.04				
Fresh Oil	—	—	—				
24" x 24"	13.15	17.14	30.02				
Handicap unlimited wording & symbols	—	—	—				
12" x 6"	2.48	2.98	4.59				
12" x 9"	3.73	4.47	6.89				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 12"	4.65	5.65	8.86	Price for one color	NO BID		
12" x 18"	5.33	6.83	11.66				
12" x 24"	7.08	9.08	15.52				
18" x 18"	7.94	10.19	17.43				
18" x 24"	9.81	12.80	22.46				
Handicap X-ing	—	—	—				
12" x 18"	5.33	6.83	11.66				
18" x 24"	9.81	12.80	22.46				
24" x 30	16.29	21.28	37.38				
30' x 30'	19.93	26.16	46.29				
36" x 36" .100	35.54	43.51	72.49				
48" x 48" .125	75.65	90.61	142.13				
Handicap Stencil	—	—	—				
36' x 36' (44"x38")	—	—	—	52.25			
Arrow Sign	—	—	—	Price for one color			
21" x 12" pointing down right or left	7.08	9.08	15.52				
Ice on Bridge	—	—	—				
30" x 30"	19.93	26.16	46.29				
Interlocal/ Project Signs	—	—	—				
4" x 8" Plywood one side only	NO BID	NO BID	NO BID				
4" x 8" Plywood double sided	NO BID	NO BID	NO BID				
Office & Shop Signs	—	—	—				
Keep Back 25 Feet	—	—	—				
12" x 9"	4.73	5.47	6.89				
Left to Right Marker Bridge	—	—	—				
12" x 36"	9.81	12.80	22.46				
18" x 24"	9.81	12.80	22.46				
Mattress	—	—	—				
18" x 24"	10.81	13.80	23.46				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Men Working	—	—	—	Price for one color		NO BID	
24" x 24"	14.68	17.14	30.02				
Metal Area	—	—	—				
18" x 24"	10.96	12.80	22.46				
Mowers Ahead	—	—	—				
36" x 36" .100	37.99	43.51	72.49				
48" x 48" .125	80.78	90.61	142.13				
Narrow Bridge	—	—	—				
24" x 24"	13.15	17.14	30.02				
30" x 30"	19.93	26.16	46.29				
Neighborhood Watch	—	—	—				
18" x 24"	10.59	13.58	23.24				
No Dumping	—	—	—				
60" x 30" .100	48.84	60.31	100.56				
18" x 24"	9.81	12.80	22.46				
Pavement Ends	—	—	—				
30" x 30"	19.93	26.16	46.29				
Pedestrians	—	—	—				
36" x 36" .100	35.54	43.51	72.49				
48" x 48" .125	75.65	90.61	142.13				
30" x 30"	19.93	26.16	46.29				
Public/ Private Parking Sign	—	—	—				
12" x 18"	6.33	7.83	12.66				
18" x 24"	10.81	13.80	23.46				
Right to Left Marker	—	—	—				
12" x 36"	9.81	12.80	22.46				
18" x 24"	9.81	12.80	22.46				
Road Closed to Thru Traffic	—	—	—				
60" x 30" .100	48.84	60.31	100.56				
48" x 30" .100	38.37	48.35	80.55				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective ✓	High Intensity ✓	Diamond Grade ✓		Reflective	High Intensity	Diamond Grade
Road Closed	—	—	—	Price for one sign	NO BID		
48" x 30" .100	38.37	48.35	80.55				
30" x 48" .100	38.37	48.35	80.55				
36" x 36" .100	37.99	43.51	72.49				
Road Construction Ahead	—	—	—				
36" x 36" .100	37.99	43.51	72.49				
48" x 48" .125	80.78	90.61	142.13				
30" x 30"	22.33	26.16	46.29				
Road Machinery Ahead	—	—	—				
36" x 36" .100	37.99	43.51	72.49				
48" x 48" .125	80.78	90.61	142.13				
30" x 30"	22.33	26.16	46.29				
School Ped X-ing	—	—	—				
30" x 30"	19.93	26.16	46.29				
School Zone Signs	—	—	—				
24" x 8"	4.74	6.07	10.36				
24" x 10"	5.92	7.58	12.95				
18" x 24"	9.81	12.80	22.46				
24" x 18"	9.81	12.80	22.46				
24" x 24"	13.15	17.14	30.02				
24" x 30"	16.29	21.28	37.38				
24" x 48" .100	30.94	38.92	64.68				
30" x 30"	19.93	26.16	46.29				
48" x 48" .125	74.65	89.61	142.13				
36" x 36" .100	34.54	43.51	72.49				
Signs & Blanks	—	—	—	—			
6" x 30"	—	—	—	3.09			
6" x 24"	—	—	—	2.47			
6" x 18"	—	—	—	1.95			
6" x 36"	—	—	—	3.41			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30" x 30" ✓	—	—	—	13.22	NO BID		
Single Arrow	—	—	—	price for one color			
30" x 36" ✓ .100	30.00	36.48	60.63				
48" x 24" ✓ .100	30.94	38.92	64.68				
Single Arrow Left/Right	—	—	—				
30" x 36" ✓ .100	30.00	36.48	60.63				
48" x 24" ✓ .100	30.94	38.92	64.68				
Slow	—	—	—				
30" x 30" ✓	19.93	26.16	46.29				
24" x 24" ✓	13.15	17.14	30.02				
Slow For Children	—	—	—				
24" x 30" ✓	16.29	21.28	37.38				
18" x 24" ✓	9.81	12.80	22.46				
Specialties Signs	—	—	—				
6" x 12"	S/E / D/F 2.48 / 4.34	S/E / D/F 2.98 / 5.21	S/F D/F 4.59 / 8.03				
18" x 24"	9.81 / 17.16	12.80 / 22.40	22.46 / 39.30				
30" x 24"	16.29 / 28.50	21.28 / 37.24	37.38 / 65.41				
12" x 18"	5.33 / 9.32	6.83 / 11.95	11.66 / 20.40				
48" x 24" .100	30.94 / 54.14	38.92 / 68.11	64.68 / 113.19				
4" x 8"	1.36 / 2.38	1.59 / 2.78	2.30 / 4.02				
30" x 36" .100	29.00 / 50.75	36.48 / 63.84	60.63 / 106.10				
24" x 24"	13.15 / 23.01	17.14 / 29.99	30.02 / 52.53				
4" x 4"	.97 / 1.69	1.08 / 1.89	1.44 / 2.52				
12" x 18"	5.33 / 9.32	6.83 / 11.95	11.66 / 20.40				
2" x 16"	2.48 / 4.34	2.98 / 5.21	4.59 / 8.03				
12" x 9"	3.73 / 6.52	4.47 / 7.82	6.89 / 12.05				
30" x 30"	19.93 / 34.87	26.16 / 45.78	46.29 / 81.00				
24" x 36"	19.07 / 33.37	25.06 / 43.85	44.37 / 77.64				
36" x 12"	9.81 / 17.16	12.80 / 22.40	22.46 / 39.30				
48" x 48" .125	74.65 / 130.63	90.61 / 158.56	143.13 / 248.72				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Speed Limit	—	—	—	Price for one color		NO BID	
18" x 24" 10-40 MPH (depending on specs)	9.81	12.80	22.46				
24" x 30" 10-40 MPH (depending on specs)	16.29	21.28	37.38				
Stop Ahead Sym.	—	—	—				
24" x 24"	15.83	21.60	36.58				
30" x 30"	22.98	31.99	55.48				
36" x 36" .100	38.95	51.94	85.76				
Stop Signs	—	—	—				
30" x 30"	18.39	24.64	45.25				
24" x 24"	12.26	16.26	29.52				
36" x 36" .100	32.98	41.69	71.02				
18" x 18"	8.25	10.50	17.82				
48" x 48" .125	71.27	87.26	139.33				
Stop Stencil	—	—	—				
36" x 36"	—	—	—	165.00			
Street Name Signs ✓	—	—	—				
6" x 30"	13.36	19.09	31.62				
6" x 24"	13.32	17.91	27.93				
6" x 18"	13.38	16.74	24.25				
6" x 36"	13.21	20.09	35.12				
Supplemental Plaques	—	—	—				
12" x 6"	2.48	2.98	4.59				
"T" Intersection	—	—	—				
24" x 24"	13.15	17.14	30.02				
30" x 30"	19.93	26.16	46.29				
Tire Area	—	—	—				
18" 24"	10.81	13.80	23.46				
Traffic Signs	—	—	—				
9" x 12"	3.73	4.47	6.89				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
18" x 12"	5.33	6.83	11.66	Price for one Color		NO BID	
18" x 24"	9.81	12.80	22.46				
24" x 18"	9.81	12.80	22.46				
24" x 24"	13.15	17.14	30.02				
24" x 30"	16.29	21.28	37.38				
24" x 36"	19.07	25.06	44.37				
30" x 30"	19.93	26.16	46.29				
30" x 36" .100	29.00	36.48	60.63				
36" x 12"	9.81	12.80	22.46				
48" x 24" .100	30.94	38.92	64.68				
48" x 48" .125	74.65	90.61	142.13				
Trash Area	—	—	—				
18" x 24"	10.81	13.80	23.46				
Truck Crossing	—	—	—				
36" x 36" .100	34.54	43.51	72.49				
48" x 48" .125	74.65	89.61	142.13				
30" x 30"	19.93	26.16	46.29				
* Type III	—	—	—				
10" Type III	288.95	303.47	427.55				
Warning Signs	—	—	—	Price for one color			
24" x 24"	13.15	17.14	30.02				
30" x 30"	19.93	26.16	46.29				
36" x 36" .100	34.54	43.51	72.49				
24" x 18"	9.81	12.80	22.46				
48" x 48" .125	74.65	89.61	142.13				
9" x 12"	3.73	4.47	6.89				
18" x 12"	5.33	6.83	11.66				
24" x 30"	16.29	21.28	37.38				
24" x 36"	19.07	25.06	44.37				
36" x 12"	9.81	12.80	22.46				
48" x 24" .100	30.94	38.92	64.68				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Water on Bridge	—	—	—	Price for one color		NO BID	
48" x 48" .125	74.65	89.61	142.13				
30" x 30"	19.93	26.16	46.29				
Yield Sign	—	—	—				
30" x 30" x 30"	10.18	13.37	23.82				
36" x 36" x 36" .100	15.71	19.80	33.19				
Y Intersection	—	—	—				
30" x 30"	19.93	26.16	46.29				
Your Trash Must Be Secure At All Times	—	—	—				
18" x 24"	10.81	13.80	23.46				
3" Center Pavement Reflectors	—	—	—	NO BID			
Amber	—	—	—	NO BID			
Clear	—	—	—	NO BID			
Red or white	—	—	—	NO BID			
4" Center Pavement Reflectors	—	—	—	—			
Amber	—	—	—	.69 (nonrefl.)			
Clear	—	—	—	NO BID			
Red or white	—	—	—	NO BID			
Aluminum Brackets for 6" & 9"	—	—	—	—			
Post Cap for U Channel Posts	—	—	—	4.00			
Post Cap for 2" & 3" Posts	—	—	—	NO BID			
Post Cap for 1 3/4 Sq Post for Flat Assy	—	—	—	5.26			
90° Bracket for 4 Way Assembly	—	—	—	4.82			
45°/ 180° Bracket for 4 Way Assembly	—	—	—	4.13			
Barricades	—	—	—				
A Frame 30" Tall x 6' Wide All Plastic Frame	S/F D/F 71.52/84.36	S/F D/F 74.42/92.83	S/F D/F 99.24/138.70				
8' Type III Orange or Red/White Type A & C	300.56	334.43	517.91	orange/ white only			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
96" x 8" Reflective 1" Thick Orange/White ✓	70.16	81.45	142.61			NO BID	
Type I and II	—	—	—	NO BID			
End of Road 8'/ 10' & 12'	—	—	—	↓			
Barrel Tape	—	—	—				
2" x 50 Yards	—	—	—				
4" x 50 Yards	—	—	—				
6" x 50 Yards	—	—	—	↓			
Barricades Tape	—	—	—	—			
Reflective, General Purpose Tape Red, White, Yellow	—	—	—	—			
1" x 30" yd. Roll, 2"x 30" yd. Roll, 3" x 30" yd Roll	—	—	—	1" 52.66 2" 105.33 3" 157.99 } x50 yds			
Type A & C Orange Left/Right ✓	128.00	210.26	477.01	8"x50yds			
Type 111	—	—	—				
8" x 50 yd.	128.00	210.26	477.01	8"x50yds			
8" x 100 yd.	256.00	420.52	954.02	8"x100yd			
Flexible Road Marker	—	—	—				
62" White Road Marker w/ Wt. Reflector Sheeting	—	—	—	16.27			
62" White Road Marker w/ Yellow Reflector Sheeting	—	—	—	16.27			
Post Driver	—	—	—	178.75			
Jiggle Bars 6" x 34"	—	—	—	NO BID			
Anti-Theft Bolts	—	—	—	↓			
5/16 Bolts 21/2" x 3"	—	—	—				
1/4 Bolts 2"	—	—	—				
Cross Brackets 2" & 3"	—	—	—				
Round Post Brackets 2" & 3"	—	—	—	↓			
Industrial Grade Mil Barrier Tape	—	—	—	8.85			
Temporary Barrier Fence	—	—	—	NO BID		↓	

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Quick Fence Safety System	—	—	—	NO BID	NO BID		
U Post Brackets 2" & 3"	—	—	—	↓			
1/4" Screws for Brackets (Blade Holders)	—	—	—				
3" Post Caps	—	—	—				
Chevrons 18" x 24"	9.81	12.80	22.46				
Cones (Traffic)	—	—	—	NO BID			
18" Plain, Bright Orange Top, Black Base	—	—	—	↓			
28" Plain, Bright Orange Top, Black Base	—	—	—				
36" Plain, Bright Orange Top, Black Base	—	—	—				
28" Orange/Red Glow	—	—	—	9.65			
28" With Reflective Collars	—	—	—	17.43			
11 ½" x 16" Decals	—	—	—	NO BID			
Post Domes	—	—	—	↓			
Double Arrow	—	—	—				
48" x 24" Yellow Reflective Aluminum Rectangle	30.94	38.92	64.68				
Municipal Emblems (Pressure Sensitive)	—	—	—	5.30			
Gal. 5 gal. Expoxy Kit	—	—	—	386.90			
One gal. Kit	—	—	—	108.34			
Quick Sticks				NO BID			
Locknuts				NO BID			
6" x 12" Bridge Markers	2.48	2.98	4.59				
End of Roadway Markers / Button Delineators 18" x 18"	14.84	17.90	25.00				
Object Markers Reflective	—	—	—				
12" x 36"	9.81	12.80	22.46				
10" x 30"	7.38	9.46	16.16				
6" x 24"	4.65	5.65	8.86				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
6' Delineator Posts (Flexible)	—	—	—	NO BID		NO BID	
18" Double Faced Hand Paddles	18.74	25.13	45.26				
Quad Stands for Roll Up Mesh Sign	—	—	—	126.00			
Round Plastic Reflector - Red	—	—	—	.57			
33" x 3" Reflective Keep Back 500 Feet	3.73	4.47	6.89				
Round Plastic Reflectors Amber	—	—	—	.57			
Rectangular Reflectors 3" x 8" Type A & C	—	—	—	NO BID			
Rectangular Reflectors 3" x 8" Type A & C	—	—	—	NO BID			
Safety Flags- Fluorescent w/ Stiffener	—	—	—				
16" x 16"	—	—	—				
18" x 18"	—	—	—				
Safety Splice U Channel Sign Post System	—	—	—				
8" x 10" Upright Sign Post	—	—	—				
Stub Post & Hardware	—	—	—				
Sign Assembly Hardware	—	—	—				
U Channel	—	—	—				
Tubular Post 8'	—	—	—	13.23			
Tubular Post 10'	—	—	—	16.53			
Tubular Post 12'	—	—	—	19.84			
Sq. Post	—	—	—	NO BID			
Screw Set	—	—	—				
Super Dome Drums	—	—	—				
Molded Rubber Base	—	—	—				
Blue Net Sheeting 15"	—	—	—				
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand	—	—	—				
4" Transfer Tape	—	—	—	10.77			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
U Channels	—	—	—			NO BID	
12" x 3" Heavy Gauge	12' 3lb galvanized			32.52			
U Post	—	—	—				
U Shape Green Galvanized 10 ft. ., 12 Ft.	2 lb Green			10'215: 16.00 12'215: 19.20			
Wing Bracket for All Sign Plates	—	—	—	~~4.88~~ HM			
Standard 16" Wing Bracket	—	—	—	4.89			
Heavy Duty 24" Wing Bracket	—	—	—	15.24			
Temporary Barrier Fencing Roll	—	—	—	NO BID			
48" Handicap Stencil	—	—	—	NO BID			
24" x 24" Binder Signs (Folding Signs)	—	—	—	NO BID			
Barricade Lights Flashers	—	—	—	~~18.11~~ HM NO BID			
Plastic Delineators (Stand Alone)	—	—	—	NO BID			
24" Safety Flags	—	—	—	↓			
Tape Caution Buried Electrical Lines	—	—	—	↓			
30" x 30" Roll Up Mesh Stop/ Slow Paddle	—	—	—	↓			
Barricade Lights	—	—	—	18.11			
6' Speed Bump (Plastic)	—	—	—	NO BID			
9' Speed Bump (Plastic)	—	—	—	↓			
9' Speed Bump – Yellow & Black (plastic)	—	—	—	↓			
Epoxy Pads	—	—	—	↓			
8' x 4' MDO Specialty Sign	—	—	—	↓			
24" x 24" Barricade Marker	—	—	—	↓			
6" x 50 yds Roll of E/E Vinyl	—	—	—	56.02			
6" x 50 yds Roll of H.I.P Vinyl	—	—	—	123.55			
Slow Moving Vehicle - 040 Aluminum (Triangle)	—	—	—	6.67			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Slow Moving Vehicle - Decal (Triangle)	—	—	—	5.30	NO BID		

Bidder/Company Name: Custom Products Corp.

Address: P.O. Box 54091

City/State/Zip Code: Jackson MS 39288

Phone Number: 800 367 1492

E-Mail Address: heidi@cpcsigns.com

Cellular & Pager Numbers: 601 932-5854

Fax Number: 800 206 3444

Authorized Signature: Heidi McGee

Printed Name: Heidi McGee

Title: Bid Manager

Date: 11-26-8

EXHIBIT "C"
INSURANCE REQUIREMENTS

Client#: 6500 CUSTO6

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/02/09

PRODUCER
Barksdale Bonding & Insurance
P. O. Box 13389
Jackson, MS 39236-3389
601 981-6700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lafayette Insurance Company	
INSURER B: Ohio Casualty Insurance Co.	
INSURER C: Travelers Ind. Co. of Am.	
INSURER D:	
INSURER E:	

INSURED
Custom Products Corporation
Post Office Box 54091
Jackson, MS 39288

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	60318463	01/02/09	01/02/10	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		[ ] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$5,000
		[X] PD Ded:5,000				PERSONAL & ADV INJURY	$1,000,000
		[ ]				GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
A		AUTOMOBILE LIABILITY	60318463	01/02/09	01/02/10	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[X] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
		[ ]				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
		[ ]				AGG	$
B		EXCESS/UMBRELLA LIABILITY	EUO(10)53155045	01/02/09	01/02/10	EACH OCCURRENCE	$1,000,000
		[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$1,000,000
		[ ]					$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB9149C842	01/02/09	01/02/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: General Certificate of Insurance.

CERTIFICATE HOLDER

Hidalgo County
100 E Cano
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
William L. Painter

© ACORD CORPORATION 1988

REQUIREMENTS AGREEMENT
C-0-08-338-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of_____ by and between **Martin &Margarita Pena dba Delta Specialties and Supplies,** (primary vendor) **an Individual** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Traffic Road Signs & Miscellaneous Equipment,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one (1) year with the County's option to renew for one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Traffic Road Signs & Miscellaneous Equipment"** in the areas of **HIDALGO COUNTY** projects for a period of_one year from with the option to renew one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this

Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Delta Specialties
Attention: Martin Pena
RR1 Box 276
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular

shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ 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, _____.

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date:_____

Delta Specialties & Supplies
By:_____
Printed Name:_____
Title:_____
Date:_____

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

By:_____
Date:_____

12-19-06
approved by cc

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"
SPECIFICATIONS

A. Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.

B. All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.

C. White legends and borders shall be White Type C (high specific intensity) reflective sheeting.

D. All other related supplies must also comply to all applicable Texas Department of Transportation and Federal Highway standards.

E. **Type, dimension and color of signs (both new and refaced), accessories and supplies required are listed in Exhibit "B".**

EXHIBIT "B"
TRAFFIC-ROAD SIGNS AND ACCESSORIES
HIDALGO COUNTY
RFB NO. 2008-338-12-03-YSI

BID PAGE(S)

Bid Prices is on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
3 Way							
12" x 6"							
4 Way							
12" x 6"							
24" x 18"							
A/C And Refrigeration							
18" x 24"							
All Way							
18" x 6"							
Arrow Signs							
48" x 24"							
20" x 8"							
15" x 8"							
Bridge Closed							
36"x 36"							
48" x 48"							
30" x 30"							
48" x 30"							
Bridge Out							
30" x 30"							
Brush Area							
18" x 24"							
Cable/ Utility Warning Signs							
9" x 3"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 3 2@							
12" x 9"							
Caution							
18" x 24"							
30" x 30"							
Children At Play							
24" x 30"							
18" x 24"							
Curve: Right or Left Curve Ahead							
24" x 24"							
30" x 30"							
30" x 36"							
Construction Zone Warning Signs							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
Roll-up Mesh Signs							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
Construction Zone Signs & Supplemental Signs							
12" x 18"							
24" x 12"							
18" x 24"							
24" x 18"							
30" x 24"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30' x 30'							
48" x 18"							
48" x 24"							
48" x 30"							
Custom Message							
12" x 18"							
18" x 24"							
9" x 30"							
36" x 36"							
Dead End							
30" x 30"							
24" x 24"							
Detour							
30" x 24"							
Dip							
30" x 30"							
36" x 36"							
Double Arrow							
48" x 24"							
Fluorescent Yellow Green Safety							
24" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
Fresh Oil							
24" x 24"							
Handicap unlimited wording & symbols							
12" x 6"							
12" x 9"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 12"							
12" x 18"							
12" x 24"							
18" x 18"							
18" x 24"							
Handicap X-ing							
12" x 18"							
18" x 24"							
24" x 30							
30' x 30'							
36" x 36"							
48" x 48"							
Handicap Stencil							
36' x 36'							
Arrow Sign							
21" x 12" pointing down right or left							
Ice on Bridge							
30" x 30"							
Interlocal/ Project Signs							
4" x 8" Plywood one side only							
4" x 8" Plywood double sided							
Office & Shop Signs							
Keep Back 25 Feet							
12" x 9"							
Left to Right Marker Bridge							
12" x 36"							
18" x 24"							
Mattress							
18" x 24"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Men Working							
24" x 24"							
Metal Area							
18" x 24"							
Mowers Ahead							
36" x 36"							
48" x 48"							
Narrow Bridge							
24" x 24"							
30" x 30"							
Neighborhood Watch							
18" x 24"							
No Dumping							
60" x 30"							
18" x 24"							
Pavement Ends							
30" x 30"							
Pedestrians							
36" x 36"							
48" x 48"							
30" x 30"							
Public/ Private Parking Sign							
12" x 18"							
18" x 24"							
Right to Left Marker							
12" x 36"							
18" x 24"							
Road Closed to Thru Traffic							
60" x 30"							
48" x 30"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Road Closed							
48" x 30"							
30" x 48"							
36" x 36"							
Road Construction Ahead							
36" x 36"							
48" x 48"							
30" x 30"							
Road Machinery Ahead							
36" x 36"							
48" x 48"							
30" x 30"							
School Ped X-ing							
30" x 30"							
School Zone Signs							
24" x 8"							
24" x 10"							
18" x 24"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 48"							
30" x 30"							
48" x 48"							
36" x 36"							
Signs & Blanks							
6" x 30"							
6" x 24"							
6" x 18"							
6" x 36"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30" x 30"							
Single Arrow							
30" x 36"							
48" x 24"							
Single Arrow Left/Right							
30" x 36"							
48" x 24"							
Slow							
30" x 30"							
24" x 24"							
Slow For Children							
24" x 30"							
18" x 24"							
Specialties Signs							
6" x 12"							
18" x 24"							
30" x 24"							
12" x 18"							
48" x 24"							
4" x 8"							
30" x 36"							
24" x 24"							
4" x 4"							
12" x 18"							
2" x 16"							
12" x 9"							
30"x 30"							
24" x 36"							
36" x 12"							
48" x 48"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Speed Limit							
18" x 24" 10-40 MPH (depending on specs)							
24" x 30" 10-40 MPH (depending on specs)							
Stop Ahead							
24" x 24"							
30" x 30"							
36" x 36"							
Stop Signs							
30" x 30"							
24" x 24"							
36" x 36"							
18" x 18"							
48" x 48"							
Stop Stencil							
36" x 36"							
Street Name Signs							
6" x 30"							
6" x 24"							
6" x 18"							
6" x 36"							
Supplemental Plaques							
12" x 6"							
AT@ Intersection							
24" x 24"							
30" x 30"							
Tire Area							
18" 24"							
Traffic Signs							
9" x 12"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
18" x 12"							
18" x 24"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 36"							
30" x 30"							
30" x 36"							
36" x 12"							
48" x 24"							
48" x 48"							
Trash Area							
18" x 24"							
Truck Crossing							
36" x 36"							
48" x 48"							
30" x 30"							
Type III							
10" Type III							
Warning Signs							
24" x 24"							
30" x 30"							
36" x 36"							
24" x 18"							
48" x 48"							
9" x 12"							
18" x 12"							
24" x 30"							
24" x 36"							
36" x 12"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 24"							
Water on Bridge							
48" x 48"							
30" x 30"							
Yield Sign							
30" x 30" x 30"							
36" x 36" x 36"							
Y Intersection							
30" x 30"							
Your Trash Must Be Secure At All Times							
18" x 24"							
3" Center Pavement Reflectors							
Amber							
Clear							
Red or white							
4" Center Pavement Reflectors							
Amber							
Clear							
Red or white							
Aluminum Brackets for 6" & 9"							
Post Cap for U Channel Posts							
Post Cap for 2" & 3" Posts							
Post Cap for 1 3/4 Sq Post for Flat Assy							
90E Bracket for 4 Way Assembly							
45E/ 180E Bracket for 4 Way Assembly							
Barricades							
A Frame 30" Tall x 6' Wide All Plastic Frame							
8' Type III Orange or							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Red/White Type A & C							
96" x 8" Reflective 1" Thick Orange/White							
Type I and II							
End of Road 8'/ 10' & 12'							
Barrel Tape							
2" x 50 Yards							
4" x 50 Yards							
6" x 50 Yards							
Barricades Tape							
Reflective, General Purpose Tape Red, White, Yellow							
1" x 30" yd. Roll, 2"x 30" yd. Roll, 3" x 30" yd Roll							
Type A & C Orange Left/Right							
Type 111							
8" x 50 yd.							
8" x 100 yd.							
Flexible Road Marker							
62" White Road Marker w/ Wt. Reflector Sheeting							
62" White Road Marker w/ Yellow Reflector Sheeting							
Post Driver							
Jiggle Bars 6" x 34"							
Anti-Theft Bolts							
5/16 Bolts 21/2" x 3"							
1/4 Bolts 2"							
Cross Brackets 2" & 3"							
Round Post Brackets 2" & 3"							
Industrial Grade Mil Barrier Tape							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Temporary Barrier Fence							
Quick Fence Safety System							
U Post Brackets 2" & 3"							
1/4" Screws for Brackets (Blade Holders)							
3" Post Caps							
Chevrons 18" x 24"							
Cones (Traffic)							
18" Plain, Bright Orange Top, Black Base							
28" Plain, Bright Orange Top, Black Base							
36" Plain, Bright Orange Top, Black Base							
28" Orange/Red Glow							
28" With Reflective Collars							
11 2@ x 16" Decals							
Post Domes							
Double Arrow							
48" x 24" Yellow Reflective Aluminum Rectangle							
Municipal Emblems (Pressure Sensitive)							
Gal. 5 gal. Expoxy Kit							
One gal. Kit							
Quick Sticks							
Locknuts							
6" x 12" Bridge Markers							
End of Roadway Markers / Button Delineators 18" x 18"							
Object Markers Reflective							
12" x 36"							
10" x 30"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
6" x 24"							
6' Delineator Posts (Flexible)							
18" Double Faced Hand Paddles							
Quad Stands for Roll Up Mesh Sign							
Round Plastic Reflector- Red							
33" x 3" Reflective Keep Back 500 Feet							
Round Plastic Reflectors Amber							
Rectangular Reflectors 3" x 8" Type A & C							
Rectangular Reflectors 3" x 8" Type A & C							
Safety Flags- Fluorescent w/ Stiffener							
16" x 16"							
18" x 18"							
Safety Splice U Channel Sign Post System							
8" x 10" Upright Sign Post							
Stub Post & Hardware							
Sign Assembly Hardware							
U Channel							
Tubular Post 8'							
Tubular Post 10'							
Tubular Post 12'							
Sq. Post							
Screw Set							
Super Dome Drums							
Molded Rubber Base							
Blue Net Sheeting 15"							
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
4" Transfer Tape							
U Channels							
12" x 3" Heavy Gauge							
U Post							
U Shape Green Galvanized 10 ft. ., 12 Ft.							
Wing Bracket for All Sign Plates							
Standard 16" Wing Bracket							
Heavy Duty 24" Wing Bracket							
Temporary Barrier Fencing Roll							
48" Handicap Stencil							
24" x 24" Binder Signs (Folding Signs)							
Barricade Lights Flashers							
Plastic Delineators (Stand Alone)							
24" Safety Flags							
Tape Caution Buried Electrical Lines							
30" x 30" Roll Up Mesh Stop/ Slow Paddle							
Barricade Lights							
6' Speed Bump (Plastic)							
9' Speed Bump (Plastic)							
9' Speed Bump– Yellow & Black (plastic)							
Epoxy Pads							
8' x 4' MDO Specialty Sign							
24" x 24" Barricade Marker							
6" x 50 yds Roll of E/E Vinyl							
6" x 50 yds Roll of H.I.P Vinyl							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Slow Moving Vehicle- 040 Aluminum (Triangle)							
Slow Moving Vehicle- Decal (Triangle)							

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone Number: _____

E-Mail Address: _____

Cellular & Pager Numbers: _____

Fax Number: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"
TRAFFIC-ROAD SIGNS AND ACCESSORIES
HIDALGO COUNTY
RFB NO. 2008-338-12-03-YSI

BID PAGE(S)

Bid Prices is on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
3 Way							
12" x 6"	4.54	7.54	10.54		3.80	4.61	6.00
4 Way							
12" x 6"	4.54	7.54	10.54		3.80	4.61	6.00
24" x 18"	14.78	18.50	27.95		9.34	15.00	23.00
A/C And Refrigeration							
18" x 24"	14.78	18.50	27.95		9.34	15.00	23.00
All Way							
18" x 6"	5.30	8.75	11.25		4.25	7.25	10.00
Arrow Signs							
48" x 24"	32.00	42.00	65.50		20.00	35.00	45.00
20" x 8"	7.18	12.46	16.57		5.00	10.00	14.00
15" x 8"	7.18	12.46	16.57		5.00	10.00	14.00
Bridge Closed							
36"x 36"	36.00	48.95	75.00		25.00	32.00	52.00
48" x 48"	64.00	82.00	125.00		45.00	52.00	92.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
48" x 30"	45.00	56.00	88.00		25.00	32.00	52.00
Bridge Out							
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Brush Area							
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Cable/ Utility Warning Signs							
9" x 3"	5.50	7.54	12.95		4.10	5.61	7.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 3 ½"	7.50	—	—		4.10	5.61	7.00
12" x 9"	6.25	9.25	12.00		4.10	5.61	7.00
Caution							
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Children At Play							
24" x 30"	20.00	28.50	46.00		13.95	19.00	37.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Curve: Right or Left Curve Ahead							
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
30" x 36"	35.00	43.00	68.00		25.00	32.00	52.00
Construction Zone Warning Signs							
18" x 18"	14.78	20.18	33.75		7.10	15.00	23.00
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
36" x 36"	36.00	48.95	75.00		25.00	36.00	52.00
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
Roll-up Mesh Signs							
18" x 18"	NB	—	—		N/B	—	—
24" x 24"	NB	—	—		N/B	—	—
30" x 30"	NB	—	—		N/B	—	—
36" x 36"	55.00	67.00	85.00		N/B	—	—
48" x 48"	65.00	95.00	135.00		N/B	—	—
Construction Zone Signs & Supplemental Signs							
12" x 18"	12.00	15.00	20.00		6.00	7.25	10.55
24" x 12"	12.00	15.00	20.00		7.00	10.00	15.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
24" x 18"	14.78	18.50	27.95		9.95	15.00	23.00
30" x 24"	20.00	28.50	46.00		13.95	19.00	37.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30' x 30'	25.99	33,50	52,00		20.00	28,00	39.00
48" x 18"	26.95	35,00	54,00		13,00	21.00	36.00
48" x 24"	35.00	42.00	65,50		26,00	35,00	45,00
48" x 30"	45,00	55.00	89.00		26.00	35,00	45,00
Custom Message							
12" x 18"	12,00	15,00	20.00		7,10	14.45	22,00
18" x 24"	14.78	18.50	27.95		9.95	15,00	23,00
9" x 30"	14.78	18.50	27.95		9.95	15,00	23.00
36" x 36"	36.00	48.95	75,00		25,00	32,00	52,00
Dead End							
30" x 30"	25.99	33.50	52,00		20,00	28,00	39.00
24" x 24"	17.95	23.50	35.95		12.95	18,00	29.00
Detour							
30" x 24"	20.00	28.50	46.00		13.95	19.00	37.00
Dip							
30" x 30"	25.99	33.50	52,00		20.00	28.00	39.00
36" x 36"	36.00	48.95	75.00		25,00	32,00	52,00
Double Arrow							
48" x 24"	35.00	42,00	65.50		26.00	35,00	45,00
Fluorescent Yellow Green Safety							
24" x 18"	27,00	27.00	27.00		—	—	20.00
24" x 24"	36.00	36.00	36.00		—	—	23,00
30" x 30"	56.00	56.00	56.00		—	—	37.00
36" x 36"	82,00	82.00	82.00		—	—	49.00
48" x 48"	135,00	135.00	135,00		—	—	95,00
Fresh Oil							
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
Handicap unlimited wording & symbols							
12" x 6"	4.54	7.54	10.54		3 80	4.61	6.00
12" x 9"	6.25	9.25	12,00		4.10	5.61	7.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 12"	11.00	14.00	19.00		5.10	6.61	8.00
12" x 18"	12.00	15.00	20.00		6.00	7.25	10.55
12" x 24"	14.78	18.50	27.95		7.10	14.45	22.00
18" x 18"	14.78	18.50	27.95		7.10	14.45	22.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Handicap X-ing							
12" x 18"	12.00	15.00	20.00		6.00	7.25	10.55
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
24" x 30	20.00	28.50	46.00		13.95	19.00	37.00
30' x 30'	25.99	33.50	52.00		20.00	28.00	39.00
36" x 36"	36.00	48.95	75.00		25.00	32.00	52.00
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
Handicap Stencil							
36' x 36'				85.00	NB	—	—
Arrow Sign							
21" x 12" pointing down right or left	14.78	18.50	27.95		7.10	14.45	22.00
Ice on Bridge							
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Interlocal/ Project Signs							
4" x 8" Plywood one side only	245.00	350.00	NB		150.00	250.00	N/B
4" x 8" Plywood double sided	375.00	450.00	NB		300.00	500.00	N/B
Office & Shop Signs							
Keep Back 25 Feet					4.10	5.61	7.00
12" x 9"	6.25	9.25	12.00		4.10	5.61	7.00
Left to Right Marker Bridge							
12" x 36"	15.47	18.90	28.20		9.95	15.00	23.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Mattress							
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Men Working							
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
Metal Area							
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Mowers Ahead							
36" x 36"	36.00	48.95	75.00		25.00	32.00	52.00
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
Narrow Bridge							
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Neighborhood Watch 24 X30	20.00	28.50	46.00		13.95	19.00	37.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
No Dumping 24x30	20.00	28.50	46.00		13.95	19.00	37.00
60" x 30"	50.00	70.00	110.00		25.00	32.00	52.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Pavement Ends 36 X 36	36.00	48.95	75.00				
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Pedestrians Diamond							
36" x 36"	36.00	48.95	75.00		25.00	32.00	52.00
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Public/ Private Parking Sign							
12" x 18"	12.00	15.00	20.00		7.10	14.45	22.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Right to Left Marker							
12" x 36"	15.00	18.50	27.95		9.95	15.00	23.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Road Closed to Thru Traffic							
60" x 30"	50.00	70.00	110.00		25.00	32.00	52.00
48" x 30"	45.00	55.00	89.00		25.00	32.00	52.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Road Closed							
48" x 30"	45,00	55,00	89,00		25,00	32,00	52,00
30" x 48"	45.00	55,00	89,00		25,00	32,00	52,00
36" x 36"	36.00	48.95	75,00		25,00	32,00	52,00
Road Construction Ahead							
36" x 36"	36.00	48.95	75,00		25,00	32,00	52,00
48" x 48"	76.00	95.00	140.00		45,00	52.00	92,00
30" x 30"	25.99	33.50	52.00		20,00	28,00	39.00
Road Machinery Ahead							
36" x 36"	38,00	52,00	81.00		25.00	32,00	52.00
48" x 48"	76.00	95,00	140,00		45,00	52.00	92.00
30" x 30"	25.99	33.50	52,00		20.00	28.00	39.00
School Ped X-ing SI-1 PENT. 36 ~~36~~	38,00	52,00	81.00		F10. Diamond		Grade
30" x 30" ~~36X36~~	25.99	33.50	52,00		—	—	37,00 49.00
School Zone Signs							
24" x 8"	14.78	20.18	33.75		7.10	14.45	22,00
24" x 10"	14.78	20.18	33.75		7.10	14.45	22.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
24" x 18"	14.78	18.50	27.95		9.95	15,00	23.00
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
24" x 30"	20.00	28.50	46.00		13.95	19.00	37.00
24" x 48"	35,00	42.00	65.50		20.00	35.00	45.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
48" x 48"	76.00	95.00	140.00		45,00	52.00	92,00
36" x 36"	38.00	52.00	81.00		25.00	32,00	52,00
Signs & Blanks							
6" x 30"	8.44	9.86	13.65		NB	—	—
6" x 24"	6.75	7.89	10.92		NB	—	—
6" x 18"	5.22	6.25	8.50		NB	—	—
6" x 36"	8.95	10.95	14.25		NB	—	—

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30" x 30"	25.99	33.50	52.00		20.00	28,00	39.00
Single Arrow							
30" x 36"	36.00	48.95	75,00		25,00	32,00	52,00
48" x 24"	35,00	42,00	65.50		20.00	35,00	45,00
Single Arrow Left/Right							
30" x 36"	36.00	48.95	75,00		25,00	32.00	52,00
48" x 24"	35,00	42,00	65,50		20,00	35.00	45.00
Slow 36x36	38,00	52,00	81,00				
30" x 30"	25.99	33.50	52,00		20.00	35,00	45.00
24" x 24"	17.95	23.50	35.95		12.95	18,00	29.00
Slow For Children							
24" x 30"	20.00	28,50	46.00		13.95	19.00	37.00
18" x 24"	14.78	18.50	27.95		9.95	15,00	23.00
Specialties Signs							
6" x 12"	6.00	7.00	8.50		3.80	4.61	6,00
18" x 24"	15,00	19.00	28.00		9.95	15,00	23.00
30" x 24"	22.00	30.50	48.00		13.95	19.00	37.00
12" x 18"	13.00	16.00	21.00		7.10	14.45	22.00
48" x 24"	37.00	45,00	68.50		20.00	35.00	45,00
4' x 8' ft.	245,00	350.00	N/B		150.00	250.00	N/B
30" x 36"	38.00	50.95	78,00		25.00	32.00	52.00
24" x 24"	19.95	25.50	37.95		12.95	18,00	29.00
4' x 4' ft.	82.00	102.00	148.00		45.00	52.00	92,00
12" x 18"	13.00	16,00	21.00		7.10	14.45	22.00
2" x 16"	2.50	4.25	5.50		7.10	14.45	22.00
12" x 9"	8.25	11.25	15.00		7.10	14.45	22.00
30"x 30"	29.00	37.00	55,00		20.00	28,00	39.00
24" x 36"	31.00	39.50	59.00		26.00	35.00	45.00
36" x 12"	19.00	23.00	34.50		12.95	18.00	29.00
48" x 48"	82.00	102.00	148.00		45.00	52.00	92.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Speed Limit							
18" x 24" 10-40 MPH (depending on specs)	14.78	18.50	27.95		9.95	15.00	23.00
24" x 30" 10-40 MPH (depending on specs)	20.00	28.50	46.00		13.95	19.00	37.00
Stop Ahead							
24" x 24"	17.95	28.50	42.00		12.95	18.00	29.00
30" x 30"	28.00	43.00	65.00		20.00	28.00	38.00
36" x 36"	50.00	63.00	95.00		25.00	32.00	52.00
Stop Signs							
30" x 30"	28.95	37.00	56.00		20.00	28.00	39.00
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
36" x 36"	42.00	52.00	80.00		25.00	32.00	52.00
18" x 18"	14.78	18.50	27.95		7.10	14.45	22.00
48" x 48"	95.00	115.00	160.00		45.00	52.00	92.00
Stop Stencil							
36" x 36"				85.00			
Street Name Signs							
6" x 30"	17.50	26.95	29.95		N/B	—	—
6" x 24"	16.50	25.50	28.95		NB	—	—
6" x 18"	16.50	25.50	28.95		NB	—	—
6" x 36"	19.50	29.95	39.95		NB	—	—
Supplemental Plaques							
12" x 6"	4.54	7.54	10.54		3.80	4.61	6.00
"T" Intersection 36 ~~36~~	38.00	52.00	81.00		25.00	32.00	52.00
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Tire Area							
18" 24"	14.78	18.50	27.95		9.95	15.00	23.00
Traffic Signs							
9" x 12"	6.25	9.25	12.00		7.10	14.45	22.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
18" x 12"	12.00	15.00	20.00		7.10	14.45	22.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
24" x 18"	14.78	18.50	27.95		9.95	15.00	23.00
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
24" x 30"	20.00	28.50	46.00		13.95	19.00	37.00
24" x 36"	25.99	33.50	52.00		20.00	35.00	45.00
30" x 30"	25.99	33.50	52.00		20.00	35.00	45.00
30" x 36"	38.00	52.00	81.00		25.00	32.00	52.00
36" x 12"	17.95	23.50	35.95		12.95	18.00	29.00
48" x 24"	35.00	42.00	65.50		20.00	35.00	45.00
48" x 48"	95.00	115.00	160.00		45.00	52.00	92.00
Trash Area							
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Truck Crossing					~~25.00~~	~~32.00~~	~~52.00~~
36" x 36"	38.00	52.00	81.00		25.00	32.00	52.00
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Type III End of Road							
10# Type III	225.00	295.00	NB		195.00	375.00	NB
Warning Signs							
24" x 24"	17.95	28.50	42.00		12.95	18.00	29.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
36" x 36"	38.00	52.00	81.00		25.00	32.00	52.00
24" x 18"	14.78	18.50	27.95		9.95	15.00	23.00
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
9" x 12"	6.25	9.25	12.00		7.10	14.45	22.00
18" x 12"	12.00	15.00	20.00		7.10	14.45	22.00
24" x 30"	20.00	28.50	46.00		13.95	19.00	37.00
24" x 36"	25.99	33.50	52.00		20.00	28.00	39.00
36" x 12"	17.25	23.50	35.95		12.95	18.00	29.00
48" x 24"	38.00	52.00	81.00		20.00	35.00	45.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Water on Bridge							
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Yield Sign							
30" x 30" x 30"	16.28	19.95	29.00		8.95	15.00	22.00
36" x 36" x 36"	20.00	26.50	40.00		13.50	23.00	32.00
Y Intersection							
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Your Trash Must Be Secure At All Times							
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
3" Center Pavement Reflectors							
Amber				1.50			
Clear				1.70			
Red or white				1.85			
4" Center Pavement Reflectors							
Amber				1.50			
Clear				1.70			
Red or white				1.85			
Aluminum Brackets for 6" & 9"							
Post Cap for U Channel Posts				6.50			
Post Cap for 2" & 3" Posts				6.50 2" 7.75 3"			
Post Cap for 1 3/4 Sq Post for Flat Assy				6.50			
90° Bracket for 4 Way Assembly				6.50			
45°/ 180° Bracket for 4 Way Assembly				6.50			
Barricades							
A Frame 30" Tall x 6' Wide All Plastic Frame				75.00			
8' Type III Orange or Red/White Type A & C				281.00			

Break-Away

Item PANELS	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
96" x 8" Reflective 1" Thick Orange/White				52.00			
~~Type I and II~~ Type III							
End of Road 8'/ 10' & 12'				150.00 8' 195.00 10' 210.00 12'			
Barrel Tape							
2" x 50 Yards				N/B			
4" x 50 Yards				N/B			
6" x 50 Yards				250.00 Type C			
Barricades Tape							
Reflective, General Purpose Tape Red, White, Yellow							
1" x 30" yd. Roll, 2"x 30" yd. Roll, 3" x 30" yd Roll				65.00 135.00 150.00			
Type A & C Orange Left/Right							
Type 111							
8" x 50 yd.				145.00 E.G. 260.00 - C			
8" x 100 yd.				520.00 - C			
Flexible Road Marker							
62" White Road Marker w/ Wt. Reflector Sheeting				42.00			
62" White Road Marker w/ Yellow Reflector Sheeting				42.00			
Post Driver				210.00			
Jiggle Bars 6" x 34"				N/B			
Anti-Theft Bolts							
5/16 Bolts 21/2" x 3"				.35			
1/4 Bolts 2"				.35			
Cross Brackets 2" & 3"				6.50 2" 7.75 3"			
Round Post Brackets 2" & 3"				6.50 2" 7.75 3"			
Industrial Grade Mil Barrier Tape				9.95			
Temporary Barrier Fence				52.00			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Quick Fence Safety System				52.00			
U Post Brackets 2" & 3"				6.50 2" 7.75 3"			
1/4" Screws for Brackets (Blade Holders)				.15			
3" Post Caps				7.75			
Chevrons 18" x 24"	14.78	18.50	27.95				
Cones (Traffic)							
18" Plain, Bright Orange Top, Black Base				8.25			
28" Plain, Bright Orange Top, Black Base				11.25			
36" Plain, Bright Orange Top, Black Base				18.95			
28" Orange/Red Glow				11.25			
28" With Reflective Collars				15.95			
11 ½" x 16" Decals				12.95			
Post Domes CAPS				2.25			
Double Arrow 48X24	32.00	42.00	65.50				
48" x 24" Yellow Reflective Aluminum Rectangle Single	32.00	42.00	65.50				
Municipal Emblems (Pressure Sensitive)				15.95 each			
Gal. 5 gal. Expoxy Kit				N/B			
One gal. Kit				97.00			
Quick Sticks				17.95			
Locknuts				.25			
6" x 12" Bridge Markers				4.54			
End of Roadway Markers / Button Delineators 18" x 18"				24.00			
Object Markers Reflective							
12" x 36"				15.25			
10" x 30"				11.95			
6" x 24"				6.55			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
6' Delineator Posts (Flexible)				42.00			
18" Double Faced Hand Paddles Plastic				16.95			
Quad Stands for Roll Up Mesh Sign				140.00			
Round Plastic Reflector - Red				1.00			
33" x 3" Reflective Keep Back 500 Feet				5.00			
Round Plastic Reflectors Amber				1.00			
Rectangular Reflectors 3" x 8" Type A & C				5.50			
Rectangular Reflectors 3" x 8" Type A & C				5.50			
Safety Flags- Fluorescent w/ Stiffener							
~~18"~~ x ~~16"~~ 24X24				5.25			
18" x 18"				3.25			
Safety Splice U Channel Sign Post System				38.00			
8" x 10" Upright Sign Post				15.00			
POZ-LOC Stub Post & Hardware				46.00			
Sign Assembly Hardware				.30 each			
U Channel 8' ft.	Green			18.52			
Tubular Post 8'				16.95			
Tubular Post 10'				19.58			
Tubular Post 12'				23.50			
Sq. Post				23.50			
Screw Set				.15			
Super Dome Drums				} 86.00			
Molded Rubber Base							
Blue Net Sheeting 15"				N/B			
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand				140.00			
4" Transfer Tape							

Width	Price
1"	$ 3.32
2"	$ 6.64
4"	$13.28
6"	$19.92
8"	$26.56
10"	$33.20
12"	$39.84
13"	$43.16
14"	$46.48
15"	$49.80
16"	$53.12
18"	$59.76
20"	$66.40
24"	$79.68
30"	$99.60
36"	$119.52
48"	$159.36

Transfer Tape →

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
U Channels							
12" x 3" Heavy Gauge	Green			37.00			
U Post							
U Shape Green Galvanized 10 ft., 12 Ft.				23.15 10' 27.80 12'			
Wing Bracket for All Sign Plates							
Standard 16" Wing Bracket				8.55			
Heavy Duty 24" Wing Bracket				20.78			
Temporary Barrier Fencing Roll				52.00			
48" Handicap Stencil 36 d48" STOP				95.00 95.00 175.00			
24" x 24" Binder Signs (Folding Signs) 30x30				32.00 38.00			
Barricade Lights Flashers				16.95			
Plastic Delineators (Stand Alone)				72.00			
24" Safety Flags				5.25			
Tape Caution Buried Electrical Lines				14.95			
30" x 30" Roll Up Mesh Stop/ Slow Paddle				82.00			
Barricade Lights				16.95			
6' Speed Bump (Plastic)				170.00			
9' Speed Bump (Plastic)				215.00			
6' Speed Bump – Yellow & Black (plastic)				243.52			
Epoxy Pads				1.50			
8' x 4' MDO Specialty Sign				265.00			
24" x 24" Barricade Marker				28.00			
6" x 50 yds Roll of E/G Vinyl				125.00			
6" x 50 yds Roll of H.I.P Vinyl				250.00			
Slow Moving Vehicle - 040 Aluminum (Triangle)				16.95			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Slow Moving Vehicle - Decal (Triangle) Non-Reflective				10.95			
Slipbase Assy. only				110.00			
Slipbase Assy. w/12'ft. Post				165.00			
6'ft. Delineator	u-shape			11.95			
T-Bracket 2" 3"				48.00			
Reflectors RED/white w/Adhesive				3.50 each			
Roll/up Signs 36x36 & 48x48	only			36"-65.00 48"-75.00			
Galvanized u-channel Post 8', 10', 12'				25.35 31.68 38.02			

Bidder/Company Name: Delta Specialties Signs + Supplies

Address: 10205 E. Hwy. 107

City/State/Zip Code: Edinburg, Tx. 78542

Phone Number: 956-316-1625

E-Mail Address: delta.signs@yahoo.com

Cellular & Pager Numbers: 956-497-4960

Fax Number: 956-318-1316

Authorized Signature: Martin Peña

Printed Name: MARTIN PEÑA

Title: Owner

Date: 12-5-08

EXHIBIT "C"
INSURANCE REQUIREMENTS

Cert ID 45798

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2008

PRODUCER
ATLANT GROUP, INC.
POST OFFICE BOX 10660
JACKSONVILLE FL 32247-0660
(866) 972-7378 (800) 435-9611

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: MARYLAND CASUALTY	19356
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
MARTIN & MARGARITA PENA DBA DELTA
SPECIALTIES, SIGNS & SUPPLIES
10205 E STATE HIGHWAY 107
EDINBURG TX 78542

COVERAGES

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

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	PA8038403617	7/9/2008	7/9/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X HIRED AUTO PHYSICAL X DEDUCT LIMIT $50,000	PA8038403617	7/9/2008	7/9/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A	A	EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	PA8038403617	7/9/2008	7/9/2009	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC038670213	7/9/2008	7/9/2009	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
		OTHER					

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

SIGN PAINTING OR LETTERING / CERTIFICATE HOLDER IS DESIGNATED AS AN ADDITIONAL INSURED - WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY PER FORM SS2001 Ed. 4-99 - MARTIN & MARGARITA PENA DBA DELTA SPECIALTIES SIGNS & SUPPLIES IS COVERED FOR WORKERS COMPENSATION AS PER THE LIMITS STATED ABOVE.

CERTIFICATE HOLDER

HIDALGO COUNTY
100 E. CANO
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) © ACORD CORPORATION 1988

Yvette Islas

From: Richard Ozuna [richard.ozuna@hidalgoso.org]
Sent: Tuesday, February 03, 2009 1:57 PM
To: 'Yvette Islas'
Subject: RE: so recom 08-338-12-03 traffic raod signs and accessories

Recommendation, what ever is most advantageous for the County of Hidalgo.

From: Yvette Islas [mailto:yvette.islas@co.hidalgo.tx.us]
Sent: Wednesday, January 28, 2009 5:15 PM
To: rozuna@hidalgoso.org; Juan Tapia; Anacleto Martinez
Subject: so recom 08-338-12-03 traffic raod signs and accessories

Please see attached for your review and recommendation.

Thank you,
Yvette S. Islas
Buyer
Hidalgo County Purchasing Deaprtment
956-318-2626

PURCHASING DEPARTMENT
County Of Hidalgo

0 3 2009
12:25 pm

MEMORANDUM

TO: Daniel Flores, Director
Hidalgo County Buildings & Grounds

FROM: Yvette Islas, Buyer
HIDALGO COUNTY PURCHASING DEPARTMENT

DATE: January 28, 2009

RE: 08-338-12-03-YSI-Traffic Road Signs & Accessories

We have received two (2) responses to the above mentioned project. Enclosed you will find a copy of the bid tab for your review and recommendation.

The highlighted areas under the vendor columns indicate the lower price. We can either choose to award all items to one vendor or award individual items to the specified (highlighted) vendors. Please review it carefully and indicate below if you EITHER recommend awarding the items individually based on bid tab to the specified (highlighted) vendor or to a sole vendor. If you recommend awarding to sole vendor, specify which vendor. PLEASE NOTE THE REASON(S) FOR YOUR SELECTION.

Please keep in mind the following while considering your recommendation.

Custom Products Corp. (CPC)
P O Box 54091
Jackson, MS 39288
800-367-1492

- Standard (In Stock) signs will take approximately 4 days to leave CPC
- Non-Standard (Not in Stock) small orders will take approximately 8-10 days to leave CPC
- Non-Standard (Not in Stock) large orders will take approximately 14-18 days to leave CPC

Delta Specialties Sign & Supplies (Delta)
10205 E Hwy 107
Edinburg, TX 78542
956-316-1626

- Standard (In Stock) signs will take approximately 1 to 2 days to arrive at Hidalgo County (pick or delivery)
- Non-Standard (Not in Stock) small orders will take approximately 2 days to leave Delta
- Non-Standard (Not in Stock) large orders will take approximately 3 days to leave Delta

If you have any concerns or rec mendations, please indicate this in the space provided below.

Return your response to th sing Department attn: Yvette Islas by Monday, February 02, 2009 at 12:00 noon.

I thank you in adv on.

If you have a onal information please do not hesitate to contract me. Thank you.

Recommend awa n bid tab _____

#13777

Recommend awarding Delta Sign

BUDGET ACCOUNT #: 8-1100-419-40-220-001-0-679

Recommendations/Concerns: Recommending to go with one Vendor

(1) Turnaround is better w/ Local Vendor (5)

(2) No Shipping Cost w/ Local Vendor (6)

(3) No Mileage from Local Vendor to Pct 1

(4) whatever we sale in some signs will be spend shipping Fees.

Authorized Signature	Printed Name	Date
	Daniel Flores	2/3/07

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us

Attachment

PURCHASING DEPARTMENT
County Of Hidalgo

RECEIVED FEB 03 2009

MEMORANDUM

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

ATTN: **Noe Montez**

FROM: Yvette Islas, Buyer
HIDALGO COUNTY PURCHASING DEPARTMENT

DATE: January 28, 2009

RE: 08-338-12-03-YSI-Traffic Road Signs & Accessories

We have received two (2) responses to the above mentioned project. Enclosed you will find a copy of the bid tab for your review and recommendation.

The highlighted areas under the vendor columns indicate the lower price. We can either choose to award all items to one vendor or award individual items to the specified (highlighted) vendors. Please review it carefully and indicate below if you EITHER recommend awarding the items individually based on bid tab to the specified (highlighted) vendor or to a sole vendor. If you recommend awarding to sole vendor, specify which vendor. PLEASE NOTE THE REASON(S) FOR YOUR SELECTION.

Please keep in mind the following while considering your recommendation.

Custom Products Corp. (CPC)
P O Box 54091
Jackson, MS 39288
800-367-1492

- Standard (In Stock) signs will take approximately 4 days to leave CPC
- Non-Standard (Not in Stock) small orders will take approximately 8-10 days to leave CPC
- Non-Standard (Not in Stock) large orders will take approximately 14-18 days to leave CPC

Delta Specialties Sign & Supplies (Delta)
10205 E Hwy 107
Edinburg, TX 78542
956-316-1626

- Standard (In Stock) signs will take approximately 1 to 2 days to arrive at Hidalgo County (pick or delivery)
- Non-Standard (Not in Stock) small orders will take approximately 2 days to leave Delta
- Non-Standard (Not in Stock) large orders will take approximately 3 days to leave Delta

If you have any concerns or recommendations, please indicate this in the space provided below.

Return your response to the Purchasing Department attn: Yvette Islas by Monday, February 02, 2009 at 12:00 noon.

I thank you in advance for your cooperation.

If you have any questions or require additional information please do not hesitate to contract me. Thank you.

Recommend awarding items individually based on bid tab _____

Recommend awarding to the following sole vendor: DELTA Specialties

BUDGET ACCOUNT #: 9-1201-431-00-121-005-0-679 613
9-1211-452-00-121-0130-613
9-1100-432-00-121-031-0-679 613 679

Recommendations/Concerns:
LOCAL VENDOR - URGENT NEEDS
NOT BENEFICIAL TO WAIT FOR OUT
OF TOWN SHIPMENTS

Authorized Signature | Printed Name: Noe Hinojosa | Date: 2/3/09

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us

Attachment

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
ATTN: Ricardo Cuellar / Yoli Cisneros
FROM: Yvette Islas, Buyer
HIDALGO COUNTY PURCHASING DEPARTMENT
DATE: January 28, 2009
RE: 08-338-12-03-YSI-Traffic Road Signs & Accessories

We have received two (2) responses to the above mentioned project. Enclosed you will find a copy of the bid tab for your review and recommendation.

The highlighted areas under the vendor columns indicate the lower price. We can either choose to award all items to one vendor or award individual items to the specified (highlighted) vendors. Please review it carefully and indicate below if you EITHER recommend awarding the items individually based on bid tab to the specified (highlighted) vendor or to a sole vendor. If you recommend awarding to sole vendor, specify which vendor. PLEASE NOTE THE REASON(S) FOR YOUR SELECTION.

Please keep in mind the following while considering your recommendation.

Custom Products Corp. (CPC)
P O Box 54091
Jackson, MS 39288
800-367-1492

- Standard (In Stock) signs will take approximately 4 days to leave CPC
- Non-Standard (Not in Stock) small orders will take approximately 8-10 days to leave CPC
- Non-Standard (Not in Stock) large orders will take approximately 14-18 days to leave CPC

Delta Specialties Sign & Supplies (Delta)
10205 E Hwy 107
Edinburg, TX 78542
956-316-1626

- Standard (In Stock) signs will take approximately 1 to 2 days to arrive at Hidalgo County (pick or delivery)
- Non-Standard (Not in Stock) small orders will take approximately 2 days to leave Delta
- Non-Standard (Not in Stock) large orders will take approximately 3 days to leave Delta

If you have any concerns or recommendations, please indicate this in the space provided below.

Return your response to the Purchasing Department attn: Yvette Islas by Monday, February 02, 2009 at 12:00 noon.

I thank you in advance for your cooperation.

If you have any questions or require additional information please do not hesitate to contract me. Thank you.

Recommend awarding items individually based on bid tab Ricardo Cuellar Pct #2

Recommend awarding to the following sole vendor: _____

02-03-09
4:45p 369-0823

As per conversation with
Mr. Vela, R. Cuellar agrees w/ recommendation of award
w/ Primary vendor Delta & Secondary CPC

BUDGET ACCOUNT #: 9-1202-431-00-122-006-0-613 #679

Recommendations/Concerns: _____

Authorized Signature Printed Name Date

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us

Attachment

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Joe Flores
Hidalgo County Precinct No. 3
ATTN: Norma Ceballos
FROM: Yvette Islas, Buyer
HIDALGO COUNTY PURCHASING DEPARTMENT
DATE: January 28, 2009
RE: 08-338-12-03-YSI-Traffic Road Signs & Accessories

We have received two (2) responses to the above mentioned project. Enclosed you will find a copy of the bid tab for your review and recommendation.

The highlighted areas under the vendor columns indicate the lower price. We can either choose to award all items to one vendor or award individual items to the specified (highlighted) vendors. Please review it carefully and indicate below if you EITHER recommend awarding the items individually based on bid tab to the specified (highlighted) vendor or to a sole vendor. If you recommend awarding to sole vendor, specify which vendor. PLEASE NOTE THE REASON(S) FOR YOUR SELECTION.

Please keep in mind the following while considering your recommendation.

Custom Products Corp. (CPC)
P O Box 54091
Jackson, MS 39288
800-367-1492

- Standard (In Stock) signs will take approximately 4 days to leave CPC
- Non-Standard (Not in Stock) small orders will take approximately 8-10 days to leave CPC
- Non-Standard (Not in Stock) large orders will take approximately 14-18 days to leave CPC

Delta Specialties Sign & Supplies (Delta)
10205 E Hwy 107
Edinburg, TX 78542
956-316-1626

- Standard (In Stock) signs will take approximately 1 to 2 days to arrive at Hidalgo County (pick or delivery)
- Non-Standard (Not in Stock) small orders will take approximately 2 days to leave Delta
- Non-Standard (Not in Stock) large orders will take approximately 3 days to leave Delta

If you have any concerns or recommendations, please indicate this in the space provided below.

Return your response to the Purchasing Department attn: Yvette Islas by Monday, February 02, 2009 at 12:00 noon.

I thank you in advance for your cooperation.

If you have any questions or require additional information please do not hesitate to contract me. Thank you.

Recommend awarding items individually based on bid tab _____

Recommend awarding to the following sole vendor: _____

Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

BUDGET ACCOUNT # 1-[illegible]-42-00-[illegible]-005-2-6.39
4100-432-00-[illegible]-05-0-6.19

Recommendations/Concerns: Recommendation Monitor in Survey Form are Under Subject to Revising Fees...

Authorized Signature | Printed Name | Date

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us

Attachment

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO:	Commissioner Oscar L. Garza, Jr. Hidalgo County Precinct No. 4
ATTN:	Mr. Munoz/ Gloria Beltran
FROM:	Yvette Islas, Buyer HIDALGO COUNTY PURCHASING DEPARTMENT
DATE:	January 28, 2009
RE:	08-338-12-03-YSI-Traffic Road Signs & Accessories

We have received two (2) responses to the above mentioned project. Enclosed you will find a copy of the bid tab for your review and recommendation.

The highlighted areas under the vendor columns indicate the lower price. We can either choose to award all items to one vendor or award individual items to the specified (highlighted) vendors. Please review it carefully and indicate below if you EITHER recommend awarding the items individually based on bid tab to the specified (highlighted) vendor or to a sole vendor. If you recommend awarding to sole vendor, specify which vendor. PLEASE NOTE THE REASON(S) FOR YOUR SELECTION.

Please keep in mind the following while considering your recommendation.

Custom Products Corp. (CPC)
P O Box 54091
Jackson, MS 39288
800-367-1492

- Standard (In Stock) signs will take approximately 4 days to leave CPC
- Non-Standard (Not in Stock) small orders will take approximately 8-10 days to leave CPC
- Non-Standard (Not in Stock) large orders will take approximately 14-18 days to leave CPC

Delta Specialties Sign & Supplies (Delta)
10205 E Hwy 107
Edinburg, TX 78542
956-316-1626

- Standard (In Stock) signs will take approximately 1 to 2 days to arrive at Hidalgo County (pick or delivery)
- Non-Standard (Not in Stock) small orders will take approximately 2 days to leave Delta
- Non-Standard (Not in Stock) large orders will take approximately 3 days to leave Delta

If you have any concerns or recommendations, please indicate this in the space provided below.

Return your response to the Purchasing Department attn: Yvette Islas by Monday, February 02, 2009 at 12:00 noon.

I thank you in advance for your cooperation.

If you have any questions or require additional information please do not hesitate to contract me. Thank you.

Recommend awarding items individually based on bid tab _____

Recommend awarding to the following sole vendor: ✓ _____

BUDGET ACCOUNT #: 9-1204-431-00-124-007-0-613/679

Recommendations/Concerns: Recommendation is For Delta Specialties on the basis of delivery time & the Fact that on the prices for Custom Products Corp does not included what the shipping Charges will be.

Authorized Signature | Oscar L. Garza JR. Printed Name | 2-3-09 Date

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us

Attachment

AI-13775 **21.A.8.**

Requesting Approval of Change Directive No. 1 and 2; Payment No. 7 for Enriquez Enterprises, Inc.

CC REGULAR

Date:	02/09/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

A. Requesting approval of Construction Change Directive No. 1 (from allowance) in the amount of $650.00 to add one floor drain in kitchen from Enriquez Enterprises, Inc. in connection with "Hidalgo County Head Start Kitchen," with authority for County Judge to execute document.

B. Requesting approval of Construction Change Directive No. 2 (from allowance) in the amount of $1,100.00 to install 2 light pole bases (24" Diameter and 8"-0" Deep), from Enriquez Enterprises, Inc. in connection with "Hidalgo County Head Start Kitchen," with authority for County Judge to execute document.

C. Approval of Request for Application No. 7 in the amount of $4,246.50 from awarded contractor, Enriquez Enterprises, Inc., for the, "Construction of Hidalgo County Head Start Central Kitchen," and as certified for payment by project architect, Rike Ogden Figueroa Allex Architects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-444-00-220-032-0-720

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

BUDGETARY IMPACT:

PO 600547 has $47,170.00 available as of 2/4/09.

Attachments

Link: Change Directive 1

Link: Change Directive 2

Link: Payment No. 7

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2009 05:17 PM	APRV

2	Budget & Management	Veronica Lopez	02/04/2009 07:54 AM	APRV
3	Dale Kennan	Dale Kennan	02/04/2009 09:00 AM	APRV
4	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Rocio Villarreal Started On: 02/03/2009 03:43 PM

Final Approval Date: 02/06/2009

AIA® Document G714™ – 2007

Construction Change Directive

PROJECT: *(Name and address)*
HIDALGO COUNTY HEAD START
MISSION KITCHEN BUILDING

DIRECTIVE NUMBER: 001
DATE: August 26, 2008

CONTRACT FOR: General Construction

CONTRACT DATED: February 20, 2008
ARCHITECT'S PROJECT NUMBER: 27014

TO CONTRACTOR: *(Name and address)*
Enriquez Enterprises, Inc.
P.O. Box 2999
Edinburg, Texas 78540

OWNER: ☒
ARCHITECT: ☒
CONSULTANT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

Item No. 1: Floor Drain:
That amount to provide one floor drain in kitchen for future expansio. ADD: $650.00

AMOUNT TO BE DEDUCTED FROM PLUMBING ALLOWANCE: $650.00

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - ☐ • Lump Sum (increase) (decrease) of $
   - ☐ • Unit Price of $ per
   - ☐ • As provided in Section 7.3.3 of AIA Document A201–2007
   - ☒ • As follows:

PLUMBING ALLOWANCE:	$5,000.00
CCD #1:	$ 650.00
Balance of Allowance:	$4,350.00

2. The Contract Time is proposed to (be adjusted). The proposed adjustment, if any, is (an increase of 0 days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Rike Ogden Figueroa Allex Architects Inc.	County of Hidalgo	Enriquez Enterprises, Inc.
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*	**CONTRACTOR** *(Firm name)*
1007 Walnut Avenue McAllen, Texas 78501	2812 S. Business Hwy. 281 Edinburg, Texas 78539	P.O. Box 2999 Edinburg, Texas 78540
ADDRESS	**ADDRESS**	**ADDRESS**
Luis A. Figueroa		
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Mr. Luis A. Figueroa, AIA		Gilbert Enriquez
(Typed name)	*(Typed name)*	*(Typed name)*
9.2.8		9/22/08
DATE	**DATE**	**DATE**

AIA Document G714™ – 2007. Copyright © 2001 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:57:44 on 08/29/2008 under Order No.1000366552_1 which expires on 8/4/2009, and is not for resale.
User Notes: (2929024863)

FAIRES PLUMBING CO., INC.

P. O. BOX 1199
EDINBURG, TX 78540
956-383-3221 PH. 956-383-7382 FAX

May 7, 2008

Enriquez Enterprises

Re: Hidalgo Head Start Kitchen

Attn: Cesar

Dear Sir,
As per your fax dated 5-6-08 (owner change), we submit the price of **$650.00** to furnish and install (1) floor drain. Please advise so that we may proceed.

Thank You,
Mike Fuentes

RIKE-OGDEN-FIGUEROA-ALLEX, ARCHITECTS INC.

LETTER OF TRANSMITTAL

TO: Hidalgo County Purchasing Dept.

2802 S. Hwy 281

Edinburg, Tx 78539

ATTENTION: Rocio Villarreal

DATE: September 24, 2008

JOB NO: 27014

RE: Hidalgo County Headstart Central Kitchen

WE ARE SENDING YOU THE FOLLOWING

ITEMS VIA: mail

COPIES	DATE	NO.	DESCRIPTION
3			Construction Change Directive No. 001 for Hidalgo County Headstart Central Kitchen

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ For Approval X For your Signature ☐ For review and Comment

☐ As Requested ☐ _____

REMARKS:. **Please sign and return 2 copies back to our office.**

SIGNED:

COPY TO:_____

1007 Walnut Avenue McAllen, Texas 78501 (956) 686-7771 Fax (956) 687-3433

AIA® Document G714™ – 2007

Construction Change Directive

PROJECT: *(Name and address)* HIDALGO COUNTY HEAD START MISSION KITCHEN BUILDING	**DIRECTIVE NUMBER:** 002 **DATE:** December 24, 2008 **CONTRACT FOR:** General Construction	OWNER: ☒ ARCHITECT: ☒ CONSULTANT: ☐
TO CONTRACTOR: *(Name and address)* Enriquez Enterprises, Inc. P.O. Box 2999 Edinburg, Texas 78540	**CONTRACT DATED:** February 20, 2008 **ARCHITECT'S PROJECT NUMBER:** 27014	CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

Item No. 1: Provide labor and Materials to install 2 light pole bases (24" Diameter and 8'-0" Deep) $1,100.00

Amount to be deducted from Electrical Allowance $1,100.00

AMOUNT TO BE DEDUCTED FROM ELECTRICAL ALLOWANCE: $1,100.00

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - ☐ • Lump Sum (increase) (decrease) of $
   - ☐ • Unit Price of $ per
   - ☐ • As provided in Section 7.3.3 of AIA Document A201–2007
   - ☒ • As follows:

PLUMBING ALLOWANCE: $5,000.00
CCD #1: $ 650.00
Balance of Allowance: $4,350.00

ELECTRICAL ALLOWANCE: $17,000.00
CCD# 2 $ 1,100.00
Balance of Allowance: $15,900.00

AIA Document G714™ – 2007. Copyright © 2001 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:52:28 on 01/05/2009 under Order No.1000366552_1 which expires on 8/4/2009, and is not for resale.
User Notes: (2785078300)

2. The Contract Time is proposed to (be adjusted). The proposed adjustment, if any, is (an increase of 0 days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Rike Ogden Figueroa Allex Architects Inc.	County of Hidalgo	Enriquez Enterprises, Inc.
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*	**CONTRACTOR** *(Firm name)*
1007 Walnut Avenue McAllen, Texas 78501	2812 S. Business Hwy. 281 Edinburg, Texas 78539	P.O. Box 2999 Edinburg, Texas 78540
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Mr. Luis A. Figueroa, AIA		Gilbert Enriquez
(Typed name)	*(Typed name)*	*(Typed name)*
DATE	**DATE**	**DATE** 1/13/08

AIA Document G714™ – 2007. Copyright © 2001 and 2007 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:52:28 on 01/05/2009 under Order No.1000366552_1 which expires on 8/4/2009, and is not for resale.
User Notes: (2785078300)

Munoz Foundation Drilling, Incorporated
P.O. Box 446
Weslaco, TX 78599

Voice: 956 969-8257
Fax: 956 969-8454

COPY

INVOICE

Invoice Number: 8074
Invoice Date: Oct 27, 2008
Page: 1
Duplicate

Bill To:
ENRIQUEZ ENTERPRISES, INC. P.O.BOX 2999 EDINBURG, TX 78540

Ship to:
Hidalgo County Headstart Central Kitchen 1208 Paula St. PALMVIEW, TX

Customer ID	Customer PO	Payment Terms	
ENRIQUEZ	P.O.# 049-9	Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	US Mail		11/26/08

Quantity	Item	Description	Unit Price	Amount
		CONSTRUCTED (2) LIGHT POLE BASES 24" DIAMETER X 8' DEEP AND 30" A.F.G.		1,100.00

Subtotal	1,100.00
Sales Tax	
Total Invoice Amount	1,100.00
Payment/Credit Applied	
TOTAL	**1,100.00**

Check/Credit Memo No:

rofa
architects

rike
ogden
figueroa
allex

January 22, 2009

Angela Garcia
Hidalgo County Office of Budget & Management
2818 S. Hwy 281
Edinburg, Texas 78539

Re: Hidalgo County Headstart Central Kitchen
Purchase Order No. for Enriquez Enterprises is 600547

Dear Ms. Garcia:

Enclosed please find three sets of the following:

1. AIA Document G702, "Application and Certificate for Payment #7 submitted by Enriquez Enterprises, Inc. in the amount of **$4,246.50.**
2. Affidavit and Partial Waiver of Lien #7 dated November 28, 2008.
3. Statement of Surety Company for Review of Application for Payment #7 dated December 1, 2008.

If you have any questions please do not hesitate to call our office.

Sincerely,

Rike Ogden Figueroa Allex Architects Inc.

Luis A. Figueroa, AIA
Principal

Cc: Lupita Garza, Accounting Clerk (1 set)
Martha Salazar, Hidalgo County Purchasing Agent (1 set)

Received by: _____

1007 Walnut Ave. • McAllen, TX 78501 • v:956 686 7771 • f:956 687 3433

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER County of Hidalgo
Edinburg, TX 78539

FROM CONTRACTOR:
Enriquez Enterprises, Inc.
P.O. Box 2999
Edinburg, TX 78540

CONTRACT FOR: General Construction

PROJECT: Hidalgo County Headstart
Central Kitchen

VIA ARCHITECT Rike-Ogden-Figueroa Architects
1007 Walnut Ave.
McAllen, TX 78501

APPLICATION NO: Seven

PERIOD TO: Nov. 2008

PROJECT NOS: Forty-Nine

CONTRACT DATE: March 2008

Distribution to:
- [X] OWNER
- [X] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$722,000.00
2. Net change by Change Orders		
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 722,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 677,000.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	33,850.00	
b. 5 % of Stored Material (Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		33,850.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		643,150.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		638,903.50
8. CURRENT PAYMENT DUE		$4,246.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 78,850.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
Enriquez Enterprises, Inc.

By: _____ Date: Nov. 25, 2008

State of: Texas County of: Hidalgo
Subscribed and sworn to before me this 25 day of November
Notary Public: Esther G. Hernandez
My Commission expires: 4-19-2012

ESTHER E. HERNANDEZ
MY COMMISSION EXPIRES
April 19, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ 4,246.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Rike-Ogden-Figueroa Architects

By: _____ Date: 1.22.9

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Seven
APPLICATION DATE: Nov. 25, 2008
PERIOD TO: Nov. 2008
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Bonds & Insurance	$14,000.00	$14,000.00			$14,000.00	100.00%		$700.00
2	General Conditions	$15,300.00	$15,300.00			$15,300.00	100.00%		$765.00
3	Supervision	$24,000.00	$24,000.00			$24,000.00	100.00%		$1,200.00
4	Temporary Fence/Barricade	$5,000.00	$5,000.00			$5,000.00	100.00%		$250.00
5	Dumpster/Trash Removal	$6,000.00	$6,000.00			$6,000.00	100.00%		$300.00
6	Equipment Rental	$4,500.00	$4,500.00			$4,500.00	100.00%		$225.00
7	Progress Cleaning	$3,000.00	$3,000.00			$3,000.00	100.00%		$150.00
8	Field Engineering	$1,500.00	$1,500.00			$1,500.00	100.00%		$75.00
9	Temporary Light	$2,500.00	$2,500.00			$2,500.00	100.00%		$125.00
10	Building Pad/Select Fill	$13,620.00	$13,620.00			$13,620.00	100.00%		$681.00
11	Utilities: Sewer	$16,155.00	$16,155.00			$16,155.00	100.00%		$807.75
12	Utilities: Water	$17,500.00	$17,500.00			$17,500.00	100.00%		$875.00
13	Utilities: Storm	$4,274.00	$4,274.00			$4,274.00	100.00%		$213.70
14	Asphalt Paving (Site Work)	$30,807.00	$30,807.00			$30,807.00	100.00%		$1,540.35
15	Concrete Paving (Site Work)	$3,600.00	$3,600.00			$3,600.00	100.00%		$180.00
16	Concrete Curb & Gutter (Site Work)	$4,512.00	$4,512.00			$4,512.00	100.00%		$225.60
17	Final Grading & Swells	$2,500.00	$2,500.00			$2,500.00	100.00%		$125.00
18	Termite Control	$531.00	$531.00			$531.00	100.00%		$26.55
19	Concrete Foundation	$20,200.00	$20,200.00			$20,200.00	100.00%		$1,010.00
20	Reinforcing Steel: Foundation	$7,058.00	$7,058.00			$7,058.00	100.00%		$352.90
21	Concrete Pump	$1,500.00	$1,500.00			$1,500.00	100.00%		$75.00
22	Concrete Sidewalks (Site Work)	$6,920.00	$6,920.00			$6,920.00	100.00%		$346.00
23	Light Pole (Site Work)	$1,000.00	$1,000.00			$1,000.00	100.00%		$50.00
24	Masonry	$44,000.00	$44,000.00			$44,000.00	100.00%		$2,200.00
25	Reinforcing Steel: Masonry	$0.00							$0.00
26	Splash Blocks	$500.00	$500.00			$500.00	100.00%		$25.00
27	Structural Steel	$47,000.00	$47,000.00			$47,000.00	100.00%		$2,350.00
28	Trench Covers/Pipe bollards (Site Work)	$800.00	$800.00			$800.00	100.00%		$40.00
29	Custom Cabinets	$1,500.00	$1,500.00			$1,500.00	100.00%		$75.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Seven
APPLICATION DATE: Nov. 25, 2008
PERIOD TO: Nov. 2008
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
30	Dampproofing & Waterproofing	$9,200.00	$9,200.00			$9,200.00	100.00%		$460.00
31	Joint Sealers	$5,000.00	$5,000.00			$5,000.00	100.00%		$250.00
32	Hollow Metal Frames & Doors	$7,386.00	$7,386.00			$7,386.00	100.00%		$369.30
33	Wood Doors	$2,170.00	$2,170.00			$2,170.00	100.00%		$108.50
34	Finish Hardware	$8,450.00	$8,450.00			$8,450.00	100.00%		$422.50
35	Installation of HMF, Doors, & Hardware	$6,000.00	$6,000.00			$6,000.00	100.00%		$300.00
36	Special Doors	$1,756.00	$1,756.00			$1,756.00	100.00%		$87.80
37	Installation of Special Door	$500.00	$500.00			$500.00	100.00%		$25.00
38	Glass & Glazing	$890.00	$890.00			$890.00	100.00%		$44.50
39	Gypsum Drywall	$5,600.00	$5,600.00			$5,600.00	100.00%		$280.00
40	Portland Cement Plaster	$7,800.00	$7,800.00			$7,800.00	100.00%		$390.00
41	Ceramic Tile Floor Finish	$2,850.00	$2,850.00			$2,850.00	100.00%		$142.50
42	Acoustical Ceilings	$12,600.00	$12,600.00			$12,600.00	100.00%		$630.00
43	Resilient Base	$2,400.00	$2,400.00			$2,400.00	100.00%		$120.00
44	Painting	$12,000.00	$12,000.00			$12,000.00	100.00%		$600.00
45	Lockers	$5,000.00	$5,000.00			$5,000.00	100.00%		$250.00
46	Identifying Devices	$602.00	$602.00			$602.00	100.00%		$30.10
47	Fire Extinguishers/Cabinets	$650.00	$650.00			$650.00	100.00%		$32.50
48	Toilet Accessories	$1,934.00	$1,934.00			$1,934.00	100.00%		$96.70
49	Installation of Specialty Items	$2,800.00	$2,800.00			$2,800.00	100.00%		$140.00
50	Food Service Equipment	$32,975.00	$32,975.00			$32,975.00	100.00%		$1,648.75
51	Mapes Canopies	$5,146.00	$5,146.00			$5,146.00	100.00%		$257.30
52	Plumbing	$71,361.00	$68,361.00	$3,000.00		$71,361.00	100.00%		$3,568.05
53	HVAC	$62,000.00	$62,000.00			$62,000.00	100.00%		$3,100.00
54	Electrical	$81,400.00	$81,400.00			$81,400.00	100.00%		$4,070.00
55	Permits	$3,000.00	$3,000.00			$3,000.00	100.00%		$150.00
56	Landscape Allowance	$6,000.00						$6,000.00	$0.00
57	Betterment Allowance	$12,000.00						$12,000.00	$0.00
58	Final Clean-up	$1,470.00		$1,470.00		$1,470.00	100.00%		$73.50

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Seven
APPLICATION DATE: Nov. 25, 2008
PERIOD TO: Nov. 2008
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
59	Plumbing Allowance	$5,000.00						$5,000.00	$0.00
60	HVAC Allowance	$5,000.00						$5,000.00	$0.00
61	Electrical Allowance	$17,000.00						$17,000.00	$0.00
62	Contractor's Fee	$24,283.00	$24,283.00			$24,283.00	100.00%		$1,214.15
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
	GRAND TOTALS	$722,000.00	$672,530.00	$4,470.00		$677,000.00	93.77%	$45,000.00	$33,850.00

AFFIDAVIT AND PARTIAL WAIVER OF LIEN #7
THE STATE OF TEXAS COUNTY OF HIDALGO

PROJECT: Construction of the Hidalgo County Headstart Central Kitchen

BEFORE ME, the undersigned authority, on this day personally appeared, **Gilbert Enriquez,** who being duly sworn, upon his oath, declares and acknowledges as follows:

1. I am a duly authorized representative of **Enriquez Enterprises, Inc.** (the "General Contractor").

2. There are no known mechanic's, materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application. All due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanic's materialman's or laborer's lien or claim or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work.

EXECUTED this 28th day of November 2008

By:_____
Gilbert Enriquez, VP

Subscribed and Sworn to before me by the said Vice President of Enriquez Enterprises, Inc. this 28th day of November 2008, to certify which witness my hand and seal of office.

Seal:

ESTHER E. HERNANDEZ
MY COMMISSION EXPIRES
April 19, 2012

NOTARY PUBLIC in and for
The State of Texas

Esther E. Hernandez

My Commission Expires on: 4-19-2012

PAYMENTS AND COMPLETION

"This is to confirm that we have reviewed the application for payment no. **seven** submitted by **Enriquez Enterprises, Inc.**, the Contractor, for work performed for **Hidalgo County Headstart Central Kitchen** and that we approve, without reservation, of the payment of the requested funds to the Contractor by Hidalgo County."

Signature of Surety: _____

Andy Alvarez
Valley Insurance Providers
Bonding Agent

Acknowledgement

This instrument was acknowledged before me, the undersigned authority, by

Sheila Dunagan on the 1st day of December, 2008

SHEILA DUNAGAN
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-02-2010

_____
Notary Public for the State of Texas

AI-13709 **21.A.9.**

RENEWALS/EXTENSIONS-VARIOUS CONTRACTS
CC REGULAR

Date:	02/09/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Requesting authority to exercise the first (1st) year of the additional two (2)-one (1) year term extension as provided in the current contract for Gasoline-On-Off Highway Diesel Fuel Products under the same rates, terms and conditions for the following contract;

1. C-07-122-02-20-Arguindegui Oil Company

B. Requesting authority to exercise the second (2nd) year of the additional two (2)-one (1)year options for extension as provided in the current contract for Flexible Base Material (Crush Caliche)" under the same rates, terms and conditions with Martin Marietta Materials for the following contracts;

1. E-08-084-01-30-Pct.'s 1, 2 & 4
2. E-08-084D-01-30-Pct. 3

C. Requesting authority to exercise the second (2nd) year of the additional two (2)-one (1) year options for extension as provided in the current contract for Flexible Base Material (Crush Caliche)" under the same rates, terms and conditions with Frontera Materials, Inc. for the following contracts;

1. E-08-084A-01-30-Pct. 1 & 2
2. E-08-084B-01-30-Pct. 3 (Reavis Pit-Primary)
3. E-08-084C-01-30-Pct.3 (490 Pit-Secondary)
4. E-08-084E-01-30-Pct. 4 (490 & Reavis Pit)

D. Requesting authority to exercise the additional one (1) year term extension as provided in the specifications/requirements of the current contract for "C-07-014-03-20-Hidalgo County Health and Human Services-Registered Pharmacist Services" under the same rates, terms and conditions with David Max Castro;

E. Requesting authority to exercise the second (2nd) year extension of the three (3)-one (1) year options for extension as provided in the current contract for "E-08-087-02-11-Arbitrage Calculation Services" under the same rates, terms and conditions with Bond Logistix LLC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** All funds objects 626 & 682

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

BUDGETARY IMPACT:

The budget impact for the renewal with Arguindegui Oil Company for the Gasoline-On-Off Highway Diesel Fuel Project is a countywide project. Funding will be available on an as needed basis, object codes are 626 & 682.

Fiscal Impact for the renewals with Frontera Materials and Martin Marietta Materials are listed under fiscal impact.

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Pct. 1 P/U Rd-Road Material-Available Balance as of 2-4-09 $211,904.00

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-731

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

BUDGETARY IMPACT:

Pct. 1 P/U Rd-Roads-Available Balance as of 2-4-09 $75,000.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-121-041-0-731

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

BUDGETARY IMPACT:

CO's 2006-Pct. 1-Roads-Available Balance as of 2-4-09 for calendar year 2008 $456,030.73, pending carry over to calendar year 2009.

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-673

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

BUDGETARY IMPACT:

Pct. 2 P/U Rd-Road Material-Available Balance as of 2-4-09 $91,975.03.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-731 & 734

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

BUDGETARY IMPACT:

Pct. 4 P/U Rd-Roads-Available Balance as of 2-4-09 $299,129.00.
Pct. 4 P/U Rd-Subdivision Streets-Available Balance as of 2-4-09 $186,820.00

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-673 & 731

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

BUDGETARY IMPACT:

Pct. 3 P/U Rd-Road Material-Available Balance as of 2-4-09 $52,487.50.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-441-00-340-003-0-337

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

BUDGETARY IMPACT:

Health Clinics-Pharmceutical Services-Available Balance as of 2-4-09 $14,175.00.

Attachments

Link: ARGUINDEGUI OIL DOCUMENTATION

Link: FRONTERA MATERIALS DOCUMENTATION

Link: MARTIN MARIETTA MATERIALS DOCUMENTATION

Link: DAVID CASTRO DOCUMENTATION

Link: MEMO TO AUDITOR'S FOR RENEWAL

Link: BOND LOGISTIX'S ACKNOWLEDGEMENT

Link: A-07-018-03-13-BOND LOGISTIX AGREEMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2009 05:08 PM	APRV
2	Budget & Management	Veronica Lopez	02/04/2009 07:39 AM	APRV
3	Ivan Cantu	Ivan Cantu	02/04/2009 08:17 AM	APRV
4	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Vangie Garcia Started On: 01/29/2009 02:29 PM

Final Approval Date: 02/06/2009

PURCHASING DEPARTMENT
County Of Hidalgo

January 29, 2009

Mr. Alfonso Arguindegui Oil Co.
4506 State Hwy. 1367
Laredo, Texas 78042-1367

Re: Renewal/Extension- C-07-122-02-20
Hidalgo County-Gasoline-On-Off Highway Diesel Fuel Products

Dear Mr. Arguindegui:

Commissioners' Court will be requesting permission by Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, February 10, 2009 to exercise the option to renew/extend the first (1st) year of the additional two (2) one (1) year term extension as provided in the current contract referenced above for: Hidalgo County-Gasoline-On-Off Highway Diesel Fuel Products, under the same rates, terms and conditions. Renewal/Extension date effective as of March 2, 2009 terminating, March 1, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, January 30, 2009, 3:00 P.M., via facsimile to (956) 956-318-2629 attn: Vangie Y. Garcia, Contract's Mgr. and/or by email: 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.

By: _____ Date: _____

Sincerely,
Vangie Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

xc: file

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-122-02-20

THIS CONTRACT is made and entered into this **1st** day of **March, 2008** by and between the **County of Hidalgo, Texas** ("County"), and **Arguindegui Oil Company, II Ltd. a Limited Company**("Company").

WHEREAS, Company responded to request for bids for **"Gasoline & Diesel Fuel"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Service to locations within Hidalgo County for **"Gasoline & Diesel Fuel"**. 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 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 **March 1, 2008** and ending **March 1, 2009** with the County's option to renew two (2) additional one (1) year terms based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. 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 **Arguindegui Oil Co.**
Attn: Carlos Arguindegui
PO Box 1367
Laredo, Tx 78401

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 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.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2008

Approved by Commissioners Court on, **February 20, 2008**

APPROVED AS TO FORM:
Atlas & Hall, LLP
By: _____
~~Atlas & Hall, LLP~~

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: Arguindegui Oil Co. II LTD.

By: _____
Printed Name: Alfonso Arguindegui
Title: President

EXHIBIT "A"
SPECIFICATIONS

Exhibit "A"

HIDALGO COUNTY
"GASOLINE AND DIESEL FUEL (ALL GRADES)"
BID NO. 2007-122-01-09-ROL

SPECIFICATIONS

PROJECT OVERVIEW
Hidalgo County is seeking bids from qualified and interested vendors for purchases of fuel, i.e. gasoline (**all grades**) and diesel (**all grades**). Hidalgo County will contract with the lowest responsible bidder meeting all specifications and/or requirements contained herein. All purchases of gasoline and/or, diesel fuel will be on an "**As needed basis**" only. The most common fuels used for Bulk and fuel station delivery are Unleaded Regular, Unleaded Mid-Grade, Unleaded Premium, Unleaded Super, #2 Ultra Low Sulfur Diesel and #2 Ultra Low Sulfur Dyed Diesel. There is **no guarantee** on annual volume. Hidalgo County purchases approximately 80% bulk fuel and 20% fuel from fueling stations. Bidders may bid on **Option I and/or Option II** on the Exhibit B bid page. **Hidalgo County has the option to seek purchases from state awarded vendors or any other state cooperative purchasing programs whenever it is in the County's best interest to do so.**

IMPORTANT! A Pre Bid conference will be held at the Hidalgo County Purchasing Department 2802 S. Business Highway 281 Edinburg TX. , Thursday, January 3, 2008 at 2: 30 P.M. It is strongly recommended that interested vendors attend.

BID PRICE:
Bid your lowest margin of profit for **all** gasoline and diesel grades.

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

Prices that Hidalgo County will pay for all fuel deliveries will be based upon the bidder price above or below OPIS report (Harlingen Pad) Rack Price and the profit margin. Bidder must provide a copy of the January 4, 2008 OPIS report along with the bid.

Awarded bidder must submit a relevant current OPIS report (Harlingen Pad) with each invoice with each invoice to the County

REFERENCES:
A list of a minimum of five references/ contracts for any national, state, local political subdivision, private sector or other entity must be submitted along with your bid for qualification. Information regarding point of contact and contract term should include, but not limited to, the following:

Company
Contact Person
Phone Number
Term of the contract

If bid is awarded and the awarded bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, HIDALGO COUNTY reserves the right to seek goods/services from the secondary vendor, state awarded vendors or any other cooperative purchasing programs at no additional cost to the County.

RESPONSIBLE BIDDER:
Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

The business must be a well established organization and have any adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

Successful bidder shall provide a Countywide, major brand fleet fuel monitoring system and dispensing system and electronic capture and report of transactions, card fuel access control security system.

Successful bidder must be able to have 24 hour facility and personnel, emergency disaster fuel availability.

Successful bidder must provide the fuel cards and replacement cards as necessary at no additional cost to the County.

Successful bidder will also establish base-pricing information on a weekly basis. Base pricing information shall consist of a PAD report pricing, plus differential equaling total price.

Awarded vendor will maintain an emergency disaster fuel program available for Hidalgo County fuel locations. Emergencies may include power outages, riots, civil disobedience, etc., and disasters will be acts of God such as hurricanes, floods tornadoes, etc., 24 hour facilities and personnel, and emergency disaster fuel availability in Hidalgo County.

Fuel card tracking must include:

Vehicle number
Date and Time of fueling
Identification of fueling station
Identification of mileage of vehicle fueled
Type and price per gallon of fuel
Total volume and dollar amount of fuel and vehicle miles per gallon
Electronic transaction file must match hard copy

TERM OF THE CONTRACT:

HIDALGO COUNTY is requesting bids for **"GASOLINE, AND DIESEL FUEL (ALL GRADES)"** for a one (1) year term with the County's option to extend the contract for an additional two (2) one (1) year terms.

Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforseen delay in the procurement of subsequent bid process.

TERMINATION:
Either party may terminate this agreement upon giving written notice ninety (90) days prior to effective date of said termination.

Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

If termination of contract is necessary, the successful bidder will not add any termination penalties to said contract.

COMPLIANCE WITH SPECIFICATIONS & HIDALGO COUNTY'S RIGHT OF SELECTION:
All bidder(s) shall abide by & comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

Bidders will be required to comply with all applicable equal employment opportunity laws and regulations.

EVALUATION OF BIDS:
All bids shall be evaluated on all factors involved, i.e., price, quality, and service, etc., whichever is in the best interest of the County.

No cash advance discount will be considered.

DEVIATIONS FROM SPECIFICATIONS:
All deviations from the specifications must be noted in writing , in detail by bidder at the time of submittal of the bid. Deviations will be submitted to Commissioner's Court for discussion.

"OR EQUAL" INTERPRETATION CLAUSE:
Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such bid, the bidder shall indicate clearly the product on which bidding, and shall supply sufficient date on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

No substitutions will be accepted after item(s) have been awarded as specified.

REPRESENTATIONS:

The vendor represents that the items/and or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part of or all of the items and/or services fail to meet the expectations of HIDALGO COUNTY, HIDALGO COUNTY may on a ten (10) day notice, terminate this agreement and be relieved of any further obligation to vendor.

ERRORS IN BIDS, RELIEF OF BIDS:
Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids, failure to do so will be at the bidder's own risk and bidder cannot secure relief of the plea or error. Neither law nor regulation makes the allowance for errors or omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

PRODUCT QUALITY:
Detailed explanation of warranties must be provided with bid.

For purpose of this specification, contamination is defined as any element which enters pure refined gasoline and diesel fuel either naturally or by purposeful action which is not a product of refined crude oil. With the exception of winter additives, detergents, and identifying dyes, any amount of alcohol is considered contamination and will not be allowed. Suspected contaminated fuel will be sent to a Laboratory for testing. Should laboratory test results show fuel contains any level of alcohol or other contaminants, the vendor shall be responsible for the removal of contaminated fuel from HIDALGO COUNTY property within three (3) working days after requested to do so. The vendor shall also be responsible for all cleanup required to all HIDALGO COUNTY property, storage facilities, vehicles and equipment as a result of non-compliance with specifications. Furthermore, the vendor shall be fully responsible for any and all cost incurred by HIDALGO COUNTY for any vehicles or equipment sustaining damage which is attributed to contaminated fuel(s) which the vendor has delivered.

BID AWARD:
HIDALGO COUNTY will award bid to the bidder with the lowest margin of profit. A "Primary" and "Secondary" vendor will be awarded for purchases from this contract through the effective period of this award. In situations when the "Primary" vendor does not comply with the specifications, requirements, terms, conditions, obligations, including delivery all contained within this bid packet, departments will purchase from the "Secondary" vendor. For evaluation & consideration of items bid, samples may be requested.

DELIVERY INSTRUCTIONS:
Delivery hours are from 8:00 A.M. through 12:00 P.M., and 1:00 P.M. through 4:00 P.M. Monday through Friday (Saturdays if Necessary).

Bidder shall deliver the requested amount of fuel within 24 hour of a properly executed purchase order. Partial orders will be considered as a basis of non-compliance.

BILLING AND PAYMENT INSTRUCTIONS:
Invoice must include:
A) Marked- "HIDALGO COUNTY- GASOLINE AND DIESEL FUEL (ALL GRADES)"
B) Copy of signed delivery ticket

County makes payments monthly upon request of a properly executed invoice & documentation from the cosignee.

Contact person for Billing & Payment questions:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
Physical 2802 S. Business Highway 281
Postal/Mailing 2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626

ADDITIONAL REQUIREMENTS

Hidalgo County is additionally requesting loaner tanks by vendor be constructed of steel.

Filtering system for loaner tanks will be the responsibility of the awarded vendor. Sampling of the fuel must be conducted by awarded vendor along with County authorized personal to witness sampling of bulk fuel for every delivery to all County locations requiring bulk fueling. If fuel is found to be contaminated, replacement of fuel will be required to be delivered within 24 hours of findings and retested for satisfactory fuel.

Awarded vendor shall have available delivery trucks for the specified fuel requested only which fuel will be delivered to Hidalgo County.

Compliance with all specifications is required. Detailed specifications are included.

Bidder shall also be available to provide **HIDALGO COUNTY** with **additional fuel tank(s) , pumps and dikes as needed or required**. Bidder must deliver fuel ordered to these locations within 24 hours of the County's order. Tanks, pumps and/or installation of tanks, pumps and dikes will be **at no additional charge** to Hidalgo County.

Spill Containment/Dike area: Vendor is responsible for providing a spill containment/dike area for any new tank requested by Hidalgo County to be in compliance with OSHA under the OSHA Standards for general industry §1910.106(b)(2)(vi)(c).

Awarded Bidder must provide one (1) 1000 gallon Gasoline Tank,(2) Two 1000 gallon Gasoline fuel tank, (2) Two 2000 gallon Diesel fuel tanks, (4) four pumps and Spill Containment/Dike area for each new tank at the following locations.

DESIGNATED DEPARTMENT & ADDRESS	NO. OF TANKS	NO. OF PUMPS EACH
Precinct No. 2 301 E. State- Pharr, Texas Phone: 956/787-1891 Contact: Yoli Cisneros	One (1) 1000 Gallon Gasoline Tank One (1) 1000 Gallon Diesel Tank	1
Precinct No. 3 414 W. 12th Street- Mission, Texas Phone 956/585-4509 Contact: Mingo Villarreal	One (1) 2000 Gallon Gasoline One (1) 2000 Gallon Diesel One (1) 2000 Gallon Diesel	None
Precinct No. 4 1102 N. Doolittle - Edinburg, Texas Phone No.: 956/383-3112 Contact : Jr. Munoz	None	One (1) Gasoline Two (2) Diesel

Note: Any and all equipment will be honored by awarded vendor.

Bidder must provide a list of secured, contracted and operational fueling stations with bid submission. Hidalgo County reserves the right to confirm and verify fueling locations. Failure to submit will disqualify bid.

Bidder must also provide County and all of its departments the convenience and the ability to refuel gasoline or diesel, at a minimum of one (1) gasoline & diesel dispensing location open at least twelve (12) hours situated within cities listed below & one (1) gasoline dispensing location (in the Edinburg area) open at least 24 hours each day:

Edinburg, Texas
McAllen, Texas
Mission, Texas
Pharr, Texas
Weslaco, Texas

Bidder shall fully service HIDALGO COUNTY vehicles and personnel from all departments and/or branches of the County in the location listed at least twelve (12) hours each day. EDINBURG location shall be open twenty-four (24) hours each day.

Bidder shall deliver the fuel ordered within 24 hours of the County's order to County's existing tanks at the sites listed as follows:

DESIGNATED DEPARTMENT/ ADDRESS	**NO. OF TANKS EACH**
Hidalgo County Adult Detention Center (Motor Pool) 713 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114 X-6185 Contact: Rene Gonzales	One (1) 20,000 Gallon Gasoline Tank One (1) 4,000 Gallon Diesel Tank
Hidalgo County Precinct no. 1- Adm./ Shop 1902 Joe Stephens- Weslaco, Texas Phone No. 956/968-8733 Contact: Noe Montes	One (1) 1000 Gallon Gasoline Tank One (1) 2000 Gallon Diesel Tank One (1) 2000 Gallon Dyed Diesel Tank
Hidalgo County Precinct No. 2 301 E. State- Pharr, Texas Phone No. 956/787/1891 Contact: Yoli Cisneros	One (1) 3000 Gallon Diesel Tank
Hidalgo County Precinct No. 3- Shop 414 W. 12th Street- Mission, Texas Phone No. 956/585-4509 Contact: Mingo Villarreal	One (1) 1,000 Gallon Diesel Tank (Landfill) One (1) 200 Gallon Diesel(Anzaldua Park)
Hidalgo County Precinct No. 4- Adm./ Shop 1102 N. Doolittle Road- Edinburg, Texas Phone No.: 956/383-3112 Contact: Jr. Munoz	Two (2) 4000 Gallon Diesel Tank Two (2) 1000 Gallon Diesel

Old Hidalgo County Sheriff's Department 3100 S. Highway 281 Edinburg, Texas 78539 Phone No.: (956) 318-2649 Contact: Daniel Flores	One (1) 15,000 Gallon Diesel Tank One (1) 150 Gallon Diesel

Note: Any and all tanks will be honored by awarded vendor.

Bidder shall also deliver the fuel ordered within 24 hours of the County's order to County's existing generators at the sites listed as follows:

DESIGNATED DEPARTMENT/ADDRESS	NO. OF GENERATORS EACH
Hidalgo County Adult Detention Center 701 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114 Contact: Capt. Rene Gonzales	Two (2) 2,400 Gallon Diesel Fuel Tanks
Hidalgo County Sheriff's Office 711 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114 Contact: Capt. Rene Gonzales	One (1) 1,000 Gallon Diesel Fuel Tank One (1) 150 Gallon Diesel Fuel Tank
Hidalgo County Sheriff's Office (Academy) 715 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114 Contact: Capt. Rene Gonzales	One (1) 600 Gallon Diesel Fuel Tank
Hidalgo County Court House 100 E. Closner- Edinburg Texas Phone No. 956/318-2646 Contact: Daniel Flores	One (1) 250 Gallon Diesel Fuel Tank One (1) 25 to 50 Gallon Natural Gas
Administration Building 2802 S. Bus. Hwy 281-Edinburg. Texas Phone No. 956/318-2646 Contact: Daniel Flores	Two (2) 265 Gallon Diesel Fuel Tank
Juvenile Detention Center 1001 North Doolittle- Edinburg Texas Phone No. 956/381-8600 Contact: Buddy Silva	One (1) 300 Gallon Diesel Fuel Tank

Precinct 3 724 N. Breyfogle Road- Mission Texas Phone: 956/585-4509 Contact: Mingo Villarreal	One (1) 250 Gallon Diesel Fuel Tank
Health and Human Service 1304 S. 25th Street- Edinburg Texas Phone:956/383-6221 Contact Person: Eddie Olivarez	Two (2) 400 Gallon Diesel Fuel Tank

Note: Any and all new Generators will be honored.
In the event discounts are to be granted for rapid payment, bidder is encouraged to express any such discount in its bid.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

Timeframe for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally

reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any all and questions, inquiries, and clarifications regarding this bid be addressed to, Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, Physical:2802 S. Bus. Hwy. 281 Postal/Mailing: 2812 S. Bus. Hwy. 281, Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN,** Wednesday, **January 2, 2008**, 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, 5:00P.M., **January 4, 2008**.

EXHIBIT "B"
HIDALGO COUNTY
"GASOLINE & DIESEL FUEL (ALL GRADES)"
BID NO. 2007-122-01-09-rol

BID PAGE

OPTION I- DELIVERY OF FUEL TO HIDALGO COUNTY SITES (BULK).

GASOLINE:

		UNIT PRICE
Unleaded Regular Gasoline	OPIS PRICE	
	STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		

		UNIT PRICE
Unleaded Mid Grade Gasoline	OPIS PRICE	
	STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		

		UNIT PRICE
Unleaded Premium Gasoline	OPIS PRICE	
	STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		

DIESEL:

		UNIT PRICE
#2 Ultra Low Sulfur Diesel Fuel	OPIS PRICE STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		

		UNIT PRICE
#2 Ultra Sulfur Dyed Diesel Fuel	OPIS PRICE STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		

Note: These are the most common fuels used by Hidalgo County.

MARGIN OF PROFIT :(PRICE IN DOLLARS AND CENTS)

HIDALGO COUNTY
"GASOLINE & DIESEL FUEL (ALL GRADES)"
BID NO. 2007-122-01-09-rol

BID PAGE

OPTION II- VEDOR FUELING STATIONS.

GASOLINE:

		UNIT PRICE
Unleaded Regular Gasoline	OPIS PRICE	
	STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		

		UNIT PRICE
Unleaded Mid Grade Gasoline	OPIS PRICE	
	STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		

		UNIT PRICE
Unleaded Premium Gasoline	OPIS PRICE	
	STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		

DIESEL:

		UNIT PRICE
#2 Ultra Low Sulfur Diesel Fuel	OPIS PRICE STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		

		UNIT PRICE
#2 Ultra Sulfur Dyed Diesel Fuel	OPIS PRICE STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	
TOTAL PRICE PER GALLON		

Note: These are the most common fuels used by Hidalgo County. Please provide locations for fueling on a separate page (Store names, city and addresses) in Hidalgo County.

EXHIBIT "B"
FEE SCHEDULE

PURCHASING DEPARTMENT
County Of Hidalgo

January 4, 2008

RE: ADDENDUM NO.1
FOR BID No.: 07-122-01-09-rol
"HIDALGO COUNTY – GASOLINE & DIESEL FUEL (ALL GRADES)"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **HIDALGO COUNTY** - request for bids for " **GASOLINE & DIESEL FUEL (ALL GRADES)".**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"HIDALGO COUNTY – GASOLINE & DIESEL FUEL (ALL GRADES)".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/rf
Enclosures

ADDENDUM NO. 1

"HIDALGO COUNTY
GASOLINE & DIESEL FUEL (ALL GRADES)"BID NO.: 07-122-01-09-rol
Bid Opening Date: January 9, 2008

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 Exhibit "B" Bid Page

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, January 4, 2008, for RFB-"HIDALGO COUNTY – GASOLINE & DIESEL FUEL (ALL GRADES)", date modifications.

Argus Oil Co II
Printed Bidder Name

1/07/08
Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

EXHIBIT "B"
HIDALGO COUNTY
"GASOLINE & DIESEL FUEL (ALL GRADES)"
BID NO. 2007-122-01-09-rol

BID PAGE

OPTION I- DELIVERY OF FUEL TO HIDALGO COUNTY SITES (BULK).

GASOLINE:

			UNIT PRICE
Unleaded Regular Gasoline	OPIS PRICE		$2.4381
	STATE TAX		.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery	.0708
		Bobtail Delivery	.1234
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY			$2.7089
TOTAL PRICE PER GALLON FOR BOBTAIL DELIVERY			$2.7615

			UNIT PRICE
Unleaded Mid Grade Gasoline	OPIS PRICE		$2.5095
	STATE TAX		.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery	.0708
		Bobtail Delivery	.1234
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY			$2.7803
TOTAL PRICE PER GALLON FOR BOBTAIL DELIVERY			$2.8329

			UNIT PRICE
Unleaded Premium Gasoline	OPIS PRICE		$2.6355
	STATE TAX		.2008
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery	.0708
		Bobtail Delivery	.1234
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY			$2.9063
TOTAL PRICE PER GALLON FOR BOBTAIL DELIVERY			$2.9589

DIESEL:

			UNIT PRICE
LOW SULFER DIESEL	OPIS PRICE		$2.6331
	STATE TAX		.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery	.0708
		Bobtail Delivery	.1234
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY			$2.9039
TOTAL PRICE PER GALLON FOR BOBTAIL DELIVERY			$2.9565

			UNIT PRICE
#2 Ultra Low Sulfur Diesel Fuel	OPIS PRICE		$2.6667
	STATE TAX		.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery	.0708
		Bobtail Delivery	.1234
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY			$2.9375
TOTAL PRICE PER GALLON FOR BOBTAIL DELIVERY			$2.9901

			UNIT PRICE
#2 Ultra low sulfur Diesel with Enhanced Additive	OPIS PRICE		$2.6667
Power Service brand	STATE TAX		.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery	.0933
		Bobtail Delivery	.1459
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY			$2.9600
TOTAL PRICE PER GALLON FOR BOBTAIL DELIVERY			$3.0126

			UNIT PRICE
#2 Ultra Sulfur Dyed Diesel Fuel	OPIS PRICE		$2.7460
	STATE TAX		—
Margin of profit includes remediation fees	MARGIN OF PROFIT	Transport Delivery	.0708
		Bobtail Delivery	.1234
TOTAL PRICE PER GALLON FOR TRANSPORT DELIVERY			$2.8168
TOTAL PRICE PER GALLON FOR BOBTAIL DELIVERY			$2.8694

Note: These are the most common fuels used by Hidalgo County.

MARGIN OF PROFIT :(PRICE IN DOLLARS AND CENTS)

HIDALGO COUNTY
"GASOLINE & DIESEL FUEL (ALL GRADES)"
BID NO. 2007-122-01-09-rol

BID PAGE

OPTION II- VEDOR FUELING STATIONS.

GASOLINE:

		UNIT PRICE
Unleaded Regular Gasoline	OPIS PRICE	$2.4381
	STATE TAX	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0979
TOTAL PRICE PER GALLON	[redacted]	$2.7360

		UNIT PRICE
Unleaded Mid Grade Gasoline	OPIS PRICE	$2.5095
	STATE TAX	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0979
TOTAL PRICE PER GALLON	[redacted]	$2.8074

		UNIT PRICE
Unleaded Premium Gasoline	OPIS PRICE	$2.6355
	STATE TAX	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0979
TOTAL PRICE PER GALLON	[redacted]	$2.9334

DIESEL:

		UNIT PRICE
#2 Ultra Low Sulfur Diesel Fuel	OPIS PRICE	$2.6667
	STATE TAX	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0979
TOTAL PRICE PER GALLON	[redacted]	$2.9646

		UNIT PRICE
#2 Ultra Sulfur Dyed Diesel Fuel	OPIS PRICE	$2.7468
Not Available @ Retail Stores *	STATE TAX	
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0979
TOTAL PRICE PER GALLON	[redacted]	$2.8439

1. Please specify if you will provide Hidalgo County with 24 hour service (yes or no) Yes.

2. Please provide locations for fueling on a separate page (Store names, city and addresses) in Hidalgo County.

Note: These are the most common fuels used by Hidalgo County.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 02/10/06

PRODUCER

FEDERATED MUTUAL INSURANCE COMPANY
Home Office: P.O. Box 328
Owatonna, MN 55060
Phone: 1-888-333-4949

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY

INSURED

229-299-3

ARGUINDEGUI OIL COMPANY II LTD
PO BOX 1367
LAREDO TX 78042

COMPANY B:

COMPANY C:

COMPANY D:

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR OWNER'S & CONTRACTOR'S PROT	9868065	04/01/06	04/01/07	GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ 2,000,000
					PERSONAL & ADV INJURY	$ 1,000,000
					EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 100,000
					MED EXP (Any one person)	$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	9868065	04/01/06	04/01/07	COMBINED SINGLE LIMIT	$ 1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
A	EXCESS LIABILITY [X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	9868067	04/01/06	04/01/07	EACH OCCURRENCE	$10,000,000
					AGGREGATE	$10,000,000
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL				[ ] WC STATUTORY LIMITS [ ] OTHER	
					EL EACH ACCIDENT	$
					EL DISEASE - POLICY LIMIT	$
					EL DISEASE - EA EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
CERTIFICATEHOLDER IS AN ADDITIONAL INSURED FOR GENERAL LIABILITY.

CERTIFICATE HOLDER

2292993 58

HIDALGO COUNTY PURCHASING
DEPARTMENT 100 EAST CANO
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: [signature]
PRESIDENT

© ACORD CORPORATION 1988

January 30, 2009

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

Re: Renewal/Extension For: Flexible Base Material (Crushed Caliche)
E-08-084A-01-30-Pcts. 1 & 2 (490 & Reavis Pit)
E-08-084B-01-30-Pct. 3 (Reavis Pit-Primary)
E-08-084C-01-30-Pct. 3 (490 Pit-Secondary)
E-08-08E-01-30-Pct. 4 (490 & Reavis Pit)

Dear Mr. Ehlinger:

Commissioners' Court will be requesting permission by Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, February 10, 2009 to exercise the option to renew/extend the last year of the two (2) one (1) year term extension as provided in the current extended contracts referenced above for: Hidalgo County Precincts No. 1, 2, 3 & 4 under the same rates, terms and conditions. Renewal/Extension date effective as of March 4, 2009 terminating, March 3, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, January 30, 2009, 3:00 P.M., via facsimile to (956) 956-318-2629 attn: Vangie Y. Garcia, Contract's Mgr. and/or by email: 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.

By: _____ Date: 1/30/09

Sincerely,
Vangie Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

xc: file

FRONTERA MATERIALS, INC.
P.O. BOX 1449 ELSA, TEXAS 78543

FAX

Date: 1/30/09

Number of pages including cover sheet 3

To: Vangie Garcia

From: Barry Ehlinger

Phone:

Fax Phone: 318-2629

CC:

Fax Phone: (956) 316-8905
Sales Etc.- Rose (956) 316-8952
A/R - Liz (956) 316-8954
A/P - Gloria (956) 316-8957

****

REMARKS: __Urgent ✓Review __Reply ASAP __Comment

REQUIREMENTS AGREEMENT
C-06-446A-02-27

THIS AGREEMENT (the "Agreement") is entered into effective as of **March 3, 2007** by and between, **Frontera Materials, Inc.** (**Secondary**)("Seller") a Texas Corporation and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **Precincts No. 1 & 2** for **Flexible Base Material (Crushed Caliche)"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Flexible Base Material (Crushed Caliche)(490 and Reavis Pits)"** in an area of Hidalgo County projects for a period of one year from **March 3, 2007** to **March 2, 2008** with the County option to extend the contract for two (2) additional one (1) year term 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. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

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

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or

convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Termination:** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

l.. **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

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 ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Termination:** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

l.. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or

organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo , Jr. County Clerk

Frontera Materials, Inc.

By: _____

Printed Name: Barry M. Ehlinger

Title: Materials Manager

Approved on Commissioners' Court February 27, 2007

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

By: _____

EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"
HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

BID SPECIFICATIONS

BID SPECIFICATIONS, TERMS AND CONDITIONS:

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis only**.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.
   Flexible Base (TY D GR 6) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

   The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

3. Bid price shall be on a per ton basis.

4. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to bid specifications.

5. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.
   The following are **set reference locations for delivery of materials** to be used to calculate total cost of one load of material delivered:

Department/Location:			
Precinct No. 1 1902 Joe Stevens Weslaco, Tx 78596	Precinct No. 2 301 E. State Pharr, TX 78577	Precinct No. 3 724 N. Breyfogle Rd. Mission, TX 78574	Precinct No. 4 1102 N. Doolittle Edinburg, TX 78539

6. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

7. Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

8. Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

9. Insurance certificates as per **"Exhibit C"** must be submitted (and maintained through out the contract term) to the Purchasing Department prior to any services being performed by the awarded bidder.

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Random sampling/Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

12. In the event the material furnished does not meet all the above requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

13. Awarded Bidder shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

14. It is expressly understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

15. **Contract Term:** The contract will be in effect for a period of one (1) year with the County's option to extend the contract for two (2) additional one (1) year terms under the same term and conditions.

16. Hidalgo County reserves the right to continue this bid for an additional (60) day "Grace Period" at the end of the contract term for unforseen delay of award for next contract term.

17. Award of contract will be contingent on availability of Hidalgo County funds.

18. This contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

19. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

20. **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 contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

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 is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, January 3, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, January 5, 2007 by 5:00 p.m.

Contact Personnel for County Precincts	
Hidalgo County Precinct #1 **Joseph Palacios** **(956) 968-8733**	**Hidalgo County Precinct #2** **Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Saul Ramirez** **(956) 205-7009**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

EXHIBIT"B"
FEE SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

BID PAGE

Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.

Vendor shall be subject to random sampling of material by the County of Hidalgo.

HIDALGO COUNTY PRECINCT NO. 1	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.90 **(per ton)**
PIT LOCATIONS FOR PRECINCT NO. 1	
1. FM 490 Pit 4 miles W. of US 281 ON FM 490	4.
2. Reavis Pit 3 miles N of US 83 ON FM 2221	5.
3.	6.

HIDALGO COUNTY PRECINCT NO. 2	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.90 **(per ton)**
PIT LOCATIONS FOR PRECINCT NO. 2	
1. Fm 490 Pit	4.
2. Reavis Pit	5.
3.	6.

REQUIREMENTS AGREEMENT
C-06-446B-02-27

THIS AGREEMENT (the "Agreement") is entered into effective as of **March 3, 2007** by and between, **Frontera Materials, Inc. (Primary**)("Seller") a Texas Corporation and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **Precinct No. 3** for **Flexible Base Material (Crushed Caliche)"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Flexible Base Material (Crushed Caliche)(Reavis Pits)"** in an area of Hidalgo County projects for a period of one year from **March 3, 2007** to **March 2, 2008** with the County option to extend the contract for two (2) additional one (1) year term 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. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

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

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or

convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Termination:** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

l.. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or

organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo , Jr. County Clerk

Frontera Materials, Inc.

By:_____

Printed Name: Barry M. Ehlinger

Title: Materials Manager

Approved on Commissioners' Court February 27, 2007

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

By:_____

EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"
HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

BID SPECIFICATIONS

BID SPECIFICATIONS, TERMS AND CONDITIONS:

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis only**.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.
   Flexible Base (TY D GR 6) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

   The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

3. Bid price shall be on a per ton basis.

4. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to bid specifications.

5. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.
   The following are **set reference locations for delivery of materials** to be used to calculate total cost of one load of material delivered:

Department/Location:			
Precinct No. 1 1902 Joe Stevens Weslaco, Tx 78596	Precinct No. 2 301 E. State Pharr, TX 78577	Precinct No. 3 724 N. Breyfogle Rd. Mission, TX 78574	Precinct No. 4 1102 N. Doolittle Edinburg, TX 78539

6. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

7. Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

8. Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

9. Insurance certificates as per **"Exhibit C"** must be submitted (and maintained through out the contract term) to the Purchasing Department prior to any services being performed by the awarded bidder.

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Random sampling/Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

12. In the event the material furnished does not meet all the above requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

13. Awarded Bidder shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

14. It is expressly understood and agreed that in case Hidalgo County should need "**Flexible Base Material (Crushed Caliche)**" not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

15. **Contract Term:** The contract will be in effect for a period of one (1) year with the County's option to extend the contract for two (2) additional one (1) year terms under the same term and conditions.

16. Hidalgo County reserves the right to continue this bid for an additional (60) day "Grace Period" at the end of the contract term for unforseen delay of award for next contract term.

17. Award of contract will be contingent on availability of Hidalgo County funds.

18. This contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

19. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

20. **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 contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

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 is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, January 3, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, January 5, 2007 by 5:00 p.m.

Contact Personnel for County Precincts	
Hidalgo County Precinct #1 **Joseph Palacios** **(956) 968-8733**	**Hidalgo County Precinct #2** **Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Saul Ramirez** **(956) 205-7009**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL
BID PAGE

HIDALGO COUNTY PRECINCT NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.90 (per ton)
PIT LOCATIONS FOR PRECINCT NO. 3	
1. [redacted]	4.
2. Reavis Pit	5.
3.	6.

HIDALGO COUNTY PRECINCT NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ [redacted] (per ton)
PIT LOCATIONS FOR PRECINCT NO. 4	
1. [redacted]	4.
2. [redacted]	5.
3.	6.

REQUIREMENTS AGREEMENT
C-06-446C-02-27

THIS AGREEMENT (the "Agreement") is entered into effective as of **March 3, 2007** by and between, **Frontera Materials, Inc. (Secondary**)("Seller") a Texas Corporation and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **Precinct No. 3** for **Flexible Base Material (Crushed Caliche)"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Flexible Base Material (Crushed Caliche)(490 Pit)"** in an area of Hidalgo County projects for a period of one year from **March 3, 2007** to **March 2, 2008** with the County option to extend the contract for two (2) additional one (1) year term 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. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

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

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or

convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Termination:** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

l.. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or

organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo , Jr. County Clerk

Frontera Materials, Inc.

By: _____

Printed Name: Barry M. Ehlinger

Title: Materials Manager

Approved on Commissioners' Court February 27, 2007

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

By: _____

EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"
HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

BID SPECIFICATIONS

BID SPECIFICATIONS, TERMS AND CONDITIONS:

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis only**.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.
   Flexible Base (TY D GR 6) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

   The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

3. Bid price shall be on a per ton basis.

4. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to bid specifications.

5. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.
   The following are **set reference locations for delivery of materials** to be used to calculate total cost of one load of material delivered:

Department/Location:			
Precinct No. 1 1902 Joe Stevens Weslaco, Tx 78596	Precinct No. 2 301 E. State Pharr, TX 78577	Precinct No. 3 724 N. Breyfogle Rd. Mission, TX 78574	Precinct No. 4 1102 N. Doolittle Edinburg, TX 78539

6. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

7. Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

8. Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

9. Insurance certificates as per **"Exhibit C"** must be submitted (and maintained through out the contract term) to the Purchasing Department prior to any services being performed by the awarded bidder.

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Random sampling/Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

12. In the event the material furnished does not meet all the above requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

13. Awarded Bidder shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

14. It is expressly understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

15. **Contract Term:** The contract will be in effect for a period of one (1) year with the County's option to extend the contract for two (2) additional one (1) year terms under the same term and conditions.

16. Hidalgo County reserves the right to continue this bid for an additional (60) day "Grace Period" at the end of the contract term for unforseen delay of award for next contract term.

17. Award of contract will be contingent on availability of Hidalgo County funds.

18. This contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

19. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

20. **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 contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

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 is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, January 3, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, January 5, 2007 by 5:00 p.m.

Contact Personnel for County Precincts	
Hidalgo County Precinct #1 **Joseph Palacios** **(956) 968-8733**	**Hidalgo County Precinct #2** **Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Saul Ramirez** **(956) 205-7009**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL
BID PAGE

HIDALGO COUNTY PRECINCT NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.90 (per ton)
PIT LOCATIONS FOR PRECINCT NO. 3	
1. FM 490 Pit	4.
2. [redacted]	5.
3.	6.

HIDALGO COUNTY PRECINCT NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ [redacted] (per ton)
PIT LOCATIONS FOR PRECINCT NO. 4	
1. [redacted]	4.
2. [redacted]	5.
3.	6.

REQUIREMENTS AGREEMENT
C-06-446E-02-27

THIS AGREEMENT (the "Agreement") is entered into effective as of **March 3, 2007** by and between, **Frontera Materials, Inc. (Secondary**)("Seller") a Texas Corporation and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **Precinct No. 4** for **Flexible Base Material (Crushed Caliche)"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Flexible Base Material (Crushed Caliche)(490 and Reavis Pits)"** in an area of Hidalgo County projects for a period of one year from **March 3, 2007** to **March 2, 2008** with the County option to extend the contract for two (2) additional one (1) year term 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. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

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

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or

convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Termination:** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

l.. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or

organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo , Jr. County Clerk

Frontera Materials, Inc.

By: _____

Printed Name: Barry M. Ehlinger

Title: Materials Manager

Approved on Commissioners' Court February 27, 2007

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

By: _____

EXHIBIT "A"
HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

BID SPECIFICATIONS

BID SPECIFICATIONS, TERMS AND CONDITIONS:

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis only**.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.
Flexible Base (TY D GR 6) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

3. Bid price shall be on a per ton basis.

4. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to bid specifications.

5. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.
The following are **set reference locations for delivery of materials** to be used to calculate total cost of one load of material delivered:

Department/Location:			
Precinct No. 1 1902 Joe Stevens Weslaco, Tx 78596	Precinct No. 2 301 E. State Pharr, TX 78577	Precinct No. 3 724 N. Breyfogle Rd. Mission, TX 78574	Precinct No. 4 1102 N. Doolittle Edinburg, TX 78539

6. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

7. Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

8. Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

9. Insurance certificates as per **"Exhibit C"** must be submitted (and maintained through out the contract term) to the Purchasing Department prior to any services being performed by the awarded bidder.

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Random sampling/Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

12. In the event the material furnished does not meet all the above requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

13. Awarded Bidder shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

14. It is expressly understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

15. **Contract Term:** The contract will be in effect for a period of one (1) year with the County's option to extend the contract for two (2) additional one (1) year terms under the same term and conditions.

16. Hidalgo County reserves the right to continue this bid for an additional (60) day "Grace Period" at the end of the contract term for unforseen delay of award for next contract term.

17. Award of contract will be contingent on availability of Hidalgo County funds.

18. This contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

19. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

20. **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 contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

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 is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, January 3, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, January 5, 2007 by 5:00 p.m.

Contact Personnel for County Precincts	
Hidalgo County Precinct #1 **Joseph Palacios** **(956) 968-8733**	**Hidalgo County Precinct #2** **Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Saul Ramirez** **(956) 205-7009**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL
BID PAGE

HIDALGO COUNTY PRECINCT NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ [redacted] (per ton)
PIT LOCATIONS FOR PRECINCT NO. 3	
1. [redacted]	4.
2. [redacted]	5.
3.	6.

HIDALGO COUNTY PRECINCT NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.90 (per ton)
PIT LOCATIONS FOR PRECINCT NO. 4	
1. FM 490 Pit	4.
2. Reavis Pit	5.
3.	6.

January 29, 2009

Mr. Huntley Turner, Sales
Martin Marietta Materials
5233 I-H 37 C-16
Corpus Christi, Texas 78408

Re: Renewal/Extension-E-08-084-01-30
Hidalgo County Precincts No. 1,2 & 4-Flexible Base Material (Crushed Caliche)

Dear Mr. Turner:

Commissioners' Court will be requesting permission by Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, February 10, 2009 to exercise the option to renew/extend the last year of the two (2) one (1) year term extension as provided in the current contract referenced above for: Hidalgo County Precincts No. 1, 2 & 4 under the same rates, terms and conditions. Renewal/Extension date effective as of March 4, 2009 terminating, March 3, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, January 30, 2009, 3:00 P.M., via facsimile to (956) 956-318-2629 attn: Vangie Y. Garcia, Contract's Mgr. and/or by email: 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.

By: Stephanie Hedder
Stephanie Hedder

Date: 1-30-09

Sincerely,
Vangie Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

xc: file

REQUIREMENTS AGREEMENT
C-06-446-02-27

THIS AGREEMENT (the "Agreement") is entered into effective as of **March 3, 2007** by and between, **Martin Marietta Materials** (Primary)("Seller") a Texas Corporation and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **Precincts No. 1,2 & 4** for **Flexible Base Material (Crushed Caliche)"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Flexible Base Material (Crushed Caliche)(Jericho Pit)"** in an area of Hidalgo County projects for a period of one year from the effective date of this Agreement, 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. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:	**Hidalgo County** **Attention: County Judge** **100 E. Cano, 2nd Floor** **Edinburg, Texas 78539**
If to Seller:	**Martin Marietta Materials** **Attn: Jason Hilley** **5233 I-H 37 C-16** **Corpus Christi, Tx. 78408**

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or

convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Termination:** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

l.. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or

organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo , Jr. County Clerk

Martin Marietta Materials

By: _____

Printed Name: Kevin Stone

Title: Area Sales Manager

Approved on Commissioners' Court February 27, 2007

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

By: _____

EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"
HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

BID SPECIFICATIONS

BID SPECIFICATIONS, TERMS AND CONDITIONS:

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis only**.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.
   Flexible Base (TY D GR 6) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

   The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

3. Bid price shall be on a per ton basis.

4. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to bid specifications.

5. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.
   The following are **set reference locations for delivery of materials** to be used to calculate total cost of one load of material delivered:

Department/Location:			
Precinct No. 1 1902 Joe Stevens Weslaco, Tx 78596	Precinct No. 2 301 E. State Pharr, TX 78577	Precinct No. 3 724 N. Breyfogle Rd. Mission, TX 78574	Precinct No. 4 1102 N. Doolittle Edinburg, TX 78539

6. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

7. Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

8. Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

9. Insurance certificates as per **"Exhibit C"** must be submitted (and maintained through out the contract term) to the Purchasing Department prior to any services being performed by the awarded bidder.

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Random sampling/Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

12. In the event the material furnished does not meet all the above requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

13. Awarded Bidder shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

14. It is expressly understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

15. **Contract Term:** The contract will be in effect for a period of one (1) year with the County's option to extend the contract for two (2) additional one (1) year terms under the same term and conditions.

16. Hidalgo County reserves the right to continue this bid for an additional (60) day "Grace Period" at the end of the contract term for unforseen delay of award for next contract term.

17. Award of contract will be contingent on availability of Hidalgo County funds.

18. This contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

19. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

20. **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 contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

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 is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, January 3, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, January 5, 2007 by 5:00 p.m.

Contact Personnel for County Precincts	
Hidalgo County Precinct #1 **Joseph Palacios** **(956) 968-8733**	**Hidalgo County Precinct #2** **Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Saul Ramirez** **(956) 205-7009**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

BID PAGE

Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.

Vendor shall be subject to random sampling of material by the County of Hidalgo.

HIDALGO COUNTY PRECINCT NO. 1	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.50 (per ton) FOB Jericho
PIT LOCATIONS FOR PRECINCT NO. 1	
1. 2 miles S. of Intersection	4.
FM 1017 & FM 3250 on 3250	5.
Jericho Pitt, Linn TX.	6.

HIDALGO COUNTY PRECINCT NO. 2	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.50 (per ton) FOB Jericho
PIT LOCATIONS FOR PRECINCT NO. 2	
1. Same as above	4.
2.	5.
3.	6.

EXHIBIT "B"

HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL
BID PAGE

HIDALGO COUNTY PRECINCT NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ [redacted] (per ton) [redacted]
PIT LOCATIONS FOR PRECINCT NO. 3	
1. [redacted]	4.
2.	5.
3.	6.

HIDALGO COUNTY PRECINCT NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.50 (per ton) FOB Jericho
PIT LOCATIONS FOR PRECINCT NO. 4	
1. Same as above	4.
2.	5.
3.	6.

January 30, 2009

Mr. Huntley Turner, Sales
Martin Marietta Materials
5233 I-H 37 C-16
Corpus Christi, Texas 78408

Re: Renewal/Extension-E-08-084D-01-30
Hidalgo County Precinct No. 3-Flexible Base Material (Crushed Caliche)

Dear Mr. Turner:

Commissioners' Court will be requesting permission by Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, February 10, 2009 to exercise the option to renew/extend the last year of the two (2) one (1) year term extension as provided in the current contract referenced above for: Hidalgo County Precinct No. 3 under the same rates, terms and conditions. Renewal/Extension date effective as of March 4, 2009 terminating, March 3, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, January 30, 2009, 3:00 P.M., via facsimile to (956) 956-318-2629 attn: Vangie Y. Garcia, Contract's Mgr. and/or by email: 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.

By: Stephanie Hadden
Stephanie Hadden

Date: 1-30-09

Sincerely,
Vangie Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

xc: file

REQUIREMENTS AGREEMENT
C-06-446D-02-27

THIS AGREEMENT (the "Agreement") is entered into effective as of **March 3, 2007** by and between, **Martin Marietta Materials** (Third)("Seller") a Texas Corporation and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **Precinct No. 3** for **Flexible Base Material (Crushed Caliche)"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Flexible Base Material (Crushed Caliche)(Jericho Pit)"** in an area of Hidalgo County projects for a period of one year from the effective date of this Agreement, 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. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

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

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or

convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Termination:** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

l.. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or

organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo , Jr. County Clerk

Martin Marietta Materials

By: _____

Printed Name: Kevin Stone

Title: Area Sales Manager

Approved on Commissioners' Court February 27, 2007

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

By: _____

EXHIBIT "A"
REQUIREMENTS

EXHIBIT "A"
HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL

BID SPECIFICATIONS

BID SPECIFICATIONS, TERMS AND CONDITIONS:

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis only**.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.
Flexible Base (TY D GR 6) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

3. Bid price shall be on a per ton basis.

4. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to bid specifications.

5. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.
The following are **set reference locations for delivery of materials** to be used to calculate total cost of one load of material delivered:

Department/Location:			
Precinct No. 1 1902 Joe Stevens Weslaco, Tx 78596	Precinct No. 2 301 E. State Pharr, TX 78577	Precinct No. 3 724 N. Breyfogle Rd. Mission, TX 78574	Precinct No. 4 1102 N. Doolittle Edinburg, TX 78539

6. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

7. Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

8. Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

9. Insurance certificates as per **"Exhibit C"** must be submitted (and maintained through out the contract term) to the Purchasing Department prior to any services being performed by the awarded bidder.

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Random sampling/Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

12. In the event the material furnished does not meet all the above requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

13. Awarded Bidder shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

14. It is expressly understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

15. **Contract Term:** The contract will be in effect for a period of one (1) year with the County's option to extend the contract for two (2) additional one (1) year terms under the same term and conditions.

16. Hidalgo County reserves the right to continue this bid for an additional (60) day "Grace Period" at the end of the contract term for unforseen delay of award for next contract term.

17. Award of contract will be contingent on availability of Hidalgo County funds.

18. This contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

19. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

20. **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 contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

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 is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, January 3, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, January 5, 2007 by 5:00 p.m.

Contact Personnel for County Precincts	
Hidalgo County Precinct #1 **Joseph Palacios** **(956) 968-8733**	**Hidalgo County Precinct #2** **Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Saul Ramirez** **(956) 205-7009**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

EXHIBIT"B"
FEE SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY
and
HIDALGO COUNTY COLONIA ACCESS PROGRAM

"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO.: 2006-446-01-10-ROL
BID PAGE

HIDALGO COUNTY PRECINCT NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 2.50 (per ton) FOB Jevicho
PIT LOCATIONS FOR PRECINCT NO. 3	
1. Same as previous page	4.
2.	5.
3.	6.

HIDALGO COUNTY PRECINCT NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ [redacted] (per ton) FOB [redacted]
PIT LOCATIONS FOR PRECINCT NO. 4	
1. [redacted]	4.
2.	5.
3.	6.

PURCHASING DEPARTMENT
County Of Hidalgo

February 3, 2009

Mr. David Max Castro, Consultant Pharmacists
4000 Auburn Avenue
McAllen, Texas 78504

Via: E-Mail

Re: Renewal/Extension-C-07-014-03-20
Hidalgo County Health and Human Services Department-Registered Pharmacist Services

Dear Mr. Castro:

Commissioners' Court will be requesting permission by Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, February 10, 2009 to exercise the option to renew/extend the final year of the two (2) year term with option to renew/extend for an additional one (1) year as provided in the current specification/requirements for the above-referenced contract for: "Hidalgo County Health and Human Services Department-Registered Pharmacist Services, under the same rates, terms and conditions. Renewal/Extension date effective as of March 24, 2009 terminating, March 23, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, February 4, 2009, 3:00 P.M., via facsimile to (956) 956-318-2629 attn: Vangie Y. Garcia, Contract's Mgr. and/or by email: 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.

By: _____ Date: _____

Sincerely,
Vangie Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-07-014-03-20

THIS AGREEMENT is made on this the 21st day of March, 2007 by and between HIDALGO COUNTY, a political subdivision of the State of Texas, (County) and DAVID CASTRO a Texas Licensed Pharmacist, (Contractor) to provide services for the Hidalgo County Health Department in the manner hereinafter provided.

WITNESSETH

WHEREAS, County desires to contract with a person to provide services connected with the County Health Department pharmacies that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for County's Health Department during the period of time provided herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL CONSIDERATION EXPRESSED HEREINAFTER, County and Contractor agree and covenant as follows:

Contractor agrees to provide the services necessary to perform the position of Pharmacist in Charge for all County Health Clinic Pharmacies and perform the services that include, but are not limited to, those se forth as follows:

a. Provide continuous supervision of registered nurses, licensed vocational nurses, physician assistants technicians and assistants carrying out the pharmacy-related provisions.

b. Provide documented periodic on--site visits as specified in the Texas

Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy to insure that the clinic is following set policies and procedures. The documentation provided by consultant shall be as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy.

c. Provide development of a formulary for the clinics, in conjunction with the clinics' pharmacy and therapeutics committee consisting of drugs and/or devices needed to meet the objectives of the clinic.

d. Provide for a method and procedures for procurement and storage of drugs and/or devices and determine specifications of all drugs and/or devices procured by the County's Clinic.

e. Maintain records of all transactions of the pharmacy as may be required by applicable law and as may be necessary to maintain accurate control over and accountability for all drugs and/or devices.

f. Provide development and periodic review of a policy and procedural manual for the pharmacy in conjunction with the clinics' pharmacy and therapeutic committee.

g. Meet inspections and other requirements of the Texas Pharmacy Act and related regulations promulgated by the Texas State Board of Pharmacy.

h. Dispense prescription orders.

i. Conduct in-service training at least annually for supportive personnel who proved drugs, which training shall be related to actions, contraindications, adverse reactions and pharmacology of drugs contained in the formulary.

1 Contractor agrees to commence providing the services outlined above on **March**

23, 2007 and continue to provide these services through **March 23, 2009** which time this Contract will end unless earlier terminated in the manner provided hereafter.

2. As consideration for providing the services outlined above, Contractor shall be paid **$1,575.00 per month**. Such sum shall be paid to Contractor on or before the tenth day following the preceding month (or a portion thereof) that contractor performed services for the County. Contractor is required to be fully licensed as "Pharmacist" by the appropriate Texas Licensing Authority.

3. Contractor represents and maintain that he is an independent contractor and is not an employee of Hidalgo County, the Hidalgo County Health Department or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the County, County's Health Department and/or any agency of the County.

4. County and Contractor agree that either party may terminate this Agreement at any time during the period of this Agreement for any reason or no reason at all upon giving the other party notice of the desire to terminate this Agreement oat least two weeks in advance of the date of the proposed termination. In such event, this Agreement shall be null and void as of the date of termination and neither party shall have any further rights arising from the terms of this Agreement.

5. Contractor agrees to provide liability insurance covering his activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tor Claims Act. Section 100.002 et.seq., Texas Civil Practice and Remedies Code with County as a named insured and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect. In addition, Contractor agrees to hold County harmless

under this Contract.

6. Contractor may not assign the obligation or rights under this Contract to any person without the prior written consent of County.

WITNESS THE HANDS OF THE PARTIES on this the____day of _____, 2007

HIDALGO COUNTY, TEXAS

By:_____
JUAN D. SALINAS, III, COUNTY JUDGE

ATTEST:

_____
ARTURO GUAJARDO JR, COUNTY CLERK

CONTRACTOR:

_____
DAVID M.CASTRO, PHARMACIST

Approved on Commissioners' Court March 20, 2007

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

By:_____

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS AND PROPOSAL

"REGISTERED PHARMACIST SERVICES"
RFQ&P NO: 2007-014-01-03-VYG

Hidalgo County is inviting statements of qualifications and proposals from qualified firms to provide for "Registered Pharmacist Services" . The County of Hidalgo is seeking to enter into a "Registered Pharmacist Services" contract(s) with a state-registered (Texas) Pharmccist. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications and proposals for the provision of **"Hidalgo County-Registered Pharmacist Services"** as specified herein. Statements of qualifications and proposals will be accepted until **9:30 A.M., Wednesday, January 3, 2007. ANY RFQ&P RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ&P NO: 2007-014-01-03-VYG
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ&P Number, Name and Acceptance Date.

The following outlines the Request For Qualifications and Proposal:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that statements of qualifications and proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 100 E. Cano, 4th Floor, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN *Wednesday, December 27, 2006, at 5:00 P.M.* at (956) 318-2629. Responses will be sent to all applicants via facsimile by ***Friday, December 29, 2006.*** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**,the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-COLLUSION:
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications and Proposal (RFQ&P) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERY STATEMENT OF QUALIFICATIONS/PROPOSALS:
Hidalgo County requires submitters, when hand delivering qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ&P off.

SIGNING OF QUALIFICATIONS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the term of the contract will be for an initial period of 2 years with the County's option to renew for an additional 1 year term under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFQ&P REQUIREMENTS

Request For Qualifications and Proposal:
The required contents and limitations for the preparation of the RFQ&P are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ&P. A total of **one (1) original and seven (7) copies** of the RFQ&P shall be submitted to the address on the cover letter.

Contents:
The required contents for the RFQ&P are presented below in the order they should be incorporated into the submitted document.

Understanding of the Project:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

Firm Qualifications:
The County of Hidalgo is seeking to contract with a competent "Registered Pharmacist(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- Meet inspections and the other requirements of the Texas Pharmacy Act and related regulations promulgated by the Texas State OF Pharmacy;
- Dispense prescription orders;

- Conduct in-service training at least annually for supportive personnel who proved drugs, which training shall be related to actions, contraindications, adverse reactions and pharmacology of drug contained in the formulary;

- Contractor represents and maintain that he is an independent contractor and is not an employee of Hidalgo County, the Hidalgo County Health department or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the County, County's Health Department and/or any agency of the County;

- Contractor may not assign the obligation or rights under this Contract to any person without the prior written consent of the County. Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

Personnel and Staffing:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Required Certifications and Submittal:
This section will contain any licenses and certifications as required by HIDALGO COUNTY and the STATE OF TEXAS. The Registered Pharmacist(s) should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
Hidalgo County is requesting proposals from experienced Registered Pharmacist(s) to provide all the Pharmacist(s) services required for the "Registered Pharmacist Services" for Hidalgo County Health Department. The registered pharmacist(s) services contract will encompass all project-related pharmacist(s) services to the County of Hidalgo including, but not limited to, the following:

- Provide continuous supervision of registered nurses, licensed vocational nurses, physician assistants technicians and assistance carrying out the pharmacy-related provisions;

- Provide documented periodic on-site visits as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board Of Pharmacy to ensure that the clinic is following set policies and procedures. The documentation provided by the registered pharmacist(s) consultant shall be as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy;

- Provide development of a formulary for the clinics, in conjunction with the clinics' pharmacy and therapeutic committee consisting of drugs and/or devices needed to meet the objectives of the clinic;

- Provide for a method and procedures for procurement and storage of drugs and/or devices and determine specifications of all drugs and/or devices procured by the County's Clinic;

- Maintain records of all transactions of the pharmacy as may be required by applicable law and as may be necessary to maintain accurate control over and accountability for all drugs and /or devices;

- Provide development and periodic review of a policy and procedural manual for the pharmacy in conjunction with the clinics' pharmacy and therapeutic committee.

Hidalgo County proposes to pay the "Registered Pharmacist(s)" monthly by check.

PROPOSERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq. Once selected, proposer is to provide a fee proposal based on the scope of work.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PART III-SELECTION AND SCHEDULES

EVALUATION SYSTEM: The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms that have scored at least 80 points in order to finalize ranking.

Categories under the 100-point scoring system include the following listed criteria:

1) Professional Qualifications of Team (20 points).
2) Experience of Project Team/Availability to Commit Resources (25 points).
3) Experienced/Availability of Project Manager (20 Points).
4) Understanding of Project (25 Points).
5) Familiarity with Applicable Rules and Regulations (10 points).

Total=100 points.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFQ&P.

SELECTION PROCEDURES:
The RFQ&P shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal on short notice at a later time.

RFQ/P SUBMISSION:
An original and seven (7) copies of RFQ&Ps should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department

Administration Building; 100 E. Cano, 4th Floor
Edinburg, Texas 78539

RFQ/P Scoring and Ranking:

(A) Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the written Statements of Qualifications with Proposal (SOQ's/P received in response to this Hidalgo County Request for Qualifications.

(B) After the SOQ/s/P have reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking. However, as detailed in the Selection Criteria (Exhibit B item 6), at the sole discretion of Commissioner's Court, a presentation may be requested from the participating firms that have scored at least 80 points in order to complete and finalize the ranking of the firms.

Proposal Ranking:

After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. The County Commissioner's Court will then enter into negotiations process with the top ranked firm for the purpose of reaching an agreement. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with the firm for the required services. If negotiation prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQ/Ps. A Departmental Committee will evaluate and rank the written RFQ&Ps. AFter the RFQ&Ps have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo County reserves the right to reject any and all RFQ&Ps.

Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS AND PROPOSAL

REGISTERED PHARMACIST SERVICES
JANUARY 3, 2007

EVALUATION CRITERIA

RFQ&P Evaluation Criteria

The submitter's RFQ&P will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ&P Evaluation Form."

1. Staffing of Project Team (25)

The firm should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualification to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request For Qualifications and Proposal (RFQ&P). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

2. Experience of Project Team/Ability to Commit Resources (25)

The provider shall designate experienced legal staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. Methodology (25)

The RFQ&P should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. Understanding of Project/Similar Projects (25)

The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firm should provide as much background information as to it's experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

RFQ&P EVALUATION FORM

	Selection Criteria	*RIF Range	*RIF Max.		Score
1.	Staffing of Project Team	20-25	(25)	=	( )
2.	Experience of Project Team Ability to Commit Resources	20-25	(25)	=	( )
3.	Methodology	20-25	(25)	=	( )
4.	Understanding of Project/ Similar Projects	20-25	(25)	=	( )
		Total	100%	**Total Score**	_____

Provider: _____

Evaluator: _____ Date: _____

* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project, and always totals 100%.

EXHIBIT "B"

PAYMENT SCHEDULE

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: David Max Castro, Consultant Pharmacists

Via Fax: (956) 928-0416

From: Martha L. Salazar, CPPB
Hidalgo County Purchasing Department

Date: March 2, 2007

Re: Negotiation Meeting for -"Hidalgo County-Registered Pharmacist Services"
(RFQ NO: 2007-018-01-03-VYG)

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday, February 20, 2007, please be advised that you have been selected (ranked) to enter into negotiations with County Of Hidalgo for the above-referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scope of work and services for the mentioned project.

We request that you submit a proposed "Best And Final Offer" by no later than 10:00 a.m. on Tuesday, March 6, 2007.

Best and final offer of the proposed contract rate of $ 1,575 00/100 / month

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via fax to (956)318-2629.

Signed: David Max Castro **Title:** Consultant Pharmacist

Printed Name: DAVID MAX CASTRO

EXHIBIT "C"

INSURANCE REQUIREMENTS

Matz License renewal for your records.
Thanks
Josie

Texas State Board of Pharmacy
Registered Pharmacist

Certificate No. 26911
CERT:CASTRO, DAVID MAX
DAVID MAX CASTRO IS
REGISTERED TO PRACTICE PHARMACY IN TEXAS FOR THE
PERIOD ENDING SEP 30, 2009

David Max Castro
SIGNATURE OF REGISTRANT

GAY DODSON, R.Ph.
EXECUTIVE DIRECTOR/
SECRETARY

RECEIVED
AUG 29 2007
PURCHASING

INTERSTATE INSURANCE GROUP

CHICAGO INSURANCE COMPANY
Executive Offices
55 E. MONROE STREET
CHICAGO, ILLINOIS 60603

Client #
501509

MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

Region	Producer	Issued	Prior Certificate Number	Purchasing Group Policy Number
23	0001614	01/24/08	AHL-1040979	44-2010129

Offered through Allied Health Purchasing Group Association

SECTION I — DECLARATIONS

Item

CERTIFICATE NUMBER: AHL 1040979

1. Named Insured: DAVID M CASTRO

2. Mailing Address: C/O 4000 AUBURN AVENUE
MCALLEN, TX 78504

3. Policy Period: From: 01/23/2008 To: 01/23/2009
12:01 A.M. Standard Time At Location of Designated Premises

4. Business or Profession: Affiliation: PHARMACISTS LIABILITY PROGRAM
REGISTERED PHARMACIST
S/E MORE THAN 20 HOURS A WEEK

5. The Named Insured is a(n): ☐ Partnership ☐ Corporation ☒ Individual ☐ Sole Proprietor (with employees) ☐ Other:

This policy is made and accepted subject to the printed conditions of this policy together with the provisions, stipulations and agreements contained in the following forms(s) or endorsements(s):
PLE-2087(04/00), PLJ-2037(05/98), PON-2003, POE-2151(10/98)

SECTION II

Item	COVERAGE		Premium
A.	Professional Liability	☒	$476.00
B.	General Liability	☐	
	Endorsements	☐	

TOTAL: $476.00

LIMITS OF LIABILITY

$ 2,000,000 each Incident and each Occurrence $ 4,000,000 Aggregate

SECTION III
SUPPLEMENTARY PAYMENTS

A. First Party Assault
B. Licensing Board Reimbursement
C. Wage Loss and Expense
D. Deposition Expense
E. First Aid Reimbursement

Representative Agent or Broker

MARSH Affinity Group Services
a service of SEABURY & SMITH
1440 RENAISSANCE DRIVE
PARK RIDGE, IL 60068

1-800-503-9230

INSURED COPY

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Mr. Ray Eufracio, CPA
Hidalgo County Auditor's Office

FROM: Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

DATE: February 2, 2009

RE: NOTICE OF INTENT TO EXTEND AGREEMENT
A-07-018-03-13-Arbitrage Calculation Services

Please be advised that the current agreement referenced for **"Arbitrage Calculation Services"** with **"Bond Logistix"** will expire on **March 14, 2009**. Therefore, we are hereby requesting that your department respond if you wish to continue to extend/renew these services or proceed with rebidding for said services.

The contract currently is utilizing the first (1st) year of the three (3) year-one (1) year renewals. It still has two (2)-one (1) year renewals, if you approve of renewal, it would commence on **March 15, 2009** and expire on **March 14, 2010**).

Should you wish to exercise the "option" you may indicate by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 by no later than 11:00 a.m. on Wednesday, February 4, 2009 and or by email at: evangelina.garcia@co.hidalgo.tx.us, in order to proceed placing on the next Commissioner's Court Agenda.

YES____ I do wish to obtain the one (1) year period extension.
NO____ I do not wish to obtain the one (1) year period extension.

ACCOUNT NUMBER:_____

If answer is no, please explain: _____

_____

_____

Authorized Signature: _____ **Date:**_____

attachments

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, February 02, 2009 10:16 AM
To: Ray Eufracio (ray.eufracio@auditor.co.hidalgo.tx.us); 'Linda Fong'
Cc: 'Martha Salazar'; 'Darlene Betancourt'; 'Ramon'; 'oscarg.garza@co.hidalgo.tx.us'
Subject: Renewal/Extension Option For: E-08-087-02-11-Arbitrage Calculation Services With Bond Logistix
Importance: High
Attachments: ARBITRAGE (MR. EUFRACIO).doc

Mr. Eufracio/Linda,
Please review attached letter regarding approval of extension/renewal with Bond Logistix. Should you have any questions, please let me know. Thank you.

VANGIE Y. GARCIA, CONTRACTS MANAGER
HIDALGO COUNTY PURCHASING DEPT.
2802 S. BUSINESS HWY. 281
NEW ADMINISTRATION BUILDING
EDINBURG, TEXAS 78539
(956) 292-7000-EXTENSION 4856
EMAIL: evangelina.garcia@co.hidalgo.tx.us

February 2, 2009

Sandra F. Stallings, Managing Director
Bond Logistix LLC
2711 North Haskell Avenue
Lockbox #35, Suite 2600 SW
Dallas, Texas 75204

Via: Email

Re: Extension of Agreement No. A-07-018-03-13
"Arbitrage Calculation Services" (RFQ NO: 2007-018-01-03)

Dear Ms. Stallings;

Commissioners' Court will take applicable action (Tuesday, February 10, 2009) in connection with the Hidalgo County's option to extend/renew for the **second (2nd) year of the three (3) one (1) year extension** as stated in the "Exhibit A-Requirements" of the RFQ NO: 2007-018-01-03-Arbitrage Calculation Services, under the same rates, terms and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, February 4, 2009, 11:00 a.m., via facsimile to (956) 956-318-2629or email to: evangelina.garcia@co.hidalgo.tx.us

By: Sandra F. Stallings Date: 2/2/09

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

BOND LOGISTIX LLC
INSIGHT. INNOVATION. INTEGRATION.

2711 North Haskell Avenue
Lockbox #35, Suite 2600 SW
Dallas, TX 75204
Phone 214 989 2700 Fax 214 989 2712
www.bondlogistix.com

March 26, 2007

Hidalgo County, Texas
100 East Cano Street
3rd Floor
Edinburg, Texas 78539-3587

Re: Arbitrage Rebate Compliance Services

Dear Ladies and Gentlemen:

This letter is to confirm the engagement of Bond Logistix LLC ("BLX") by Hidalgo County, Texas (the "Obligor") for the purpose of performing calculations relating to the arbitrage and rebate requirements contained in the Internal Revenue Code (the "Code"). The calculations are to be performed with respect to the bond issue(s) listed on Exhibit A hereto (the "Bonds") applying applicable federal tax rules.

BLX will calculate the amount of rebate liability with respect to the Bonds once per year as of the end of each bond year (unless specifically directed in writing otherwise by the Obligor) and as of the final maturity or redemption of the Bonds (each such date on which a rebate calculation is performed is referred to herein as a "Rebate Calculation Date") applying regulations of the United States Department of the Treasury ("Treasury") in effect on such Rebate Calculation Date. In addition, if a "penalty in lieu of rebate" election under Code Section 148(f)(4)(C)(vii) has been made by the Obligor with respect to the Bonds, BLX will calculate, every six months, the amount of such "penalty" as of the end of each six-month period beginning on the date of issue of the Bonds (each such date on which a penalty calculation is performed is referred to herein as a "Penalty Calculation Date"). (The term "Calculation Date" as used herein shall refer to a Rebate Calculation Date or a Penalty Calculation Date, as appropriate.) In addition, if required or requested by the Obligor, BLX will include in each report delivered to the Obligor an analysis of compliance with applicable arbitrage yield restrictions. With respect to each Calculation Date, BLX will prepare or cause to be prepared schedules reflecting the relevant calculations and the assumptions involved and will deliver a rebate or penalty liability report addressed to the Obligor as to the amount of the rebate or penalty liability as of such Calculation Date.

At the Obligor's election, which election is made by the Obligor's signature of this engagement letter, each such rebate or penalty liability report will include a legal opinion provided by the law firm, Orrick, Herrington & Sutcliffe LLP ("Orrick"). BLX will engage Orrick to provide legal oversight and review as it deems necessary to render its opinion that the computations shown in the report are mathematically accurate and were performed in accordance with applicable federal law and regulations. Because BLX is an Orrick subsidiary, you may choose to consult counsel other than Orrick about the terms of this engagement. The Obligor undertakes to provide or cause to be provided to BLX all such relevant data, as specified by BLX from time to time, and shall cooperate with all reasonable requests of BLX in connection therewith. The Obligor also agrees to inform BLX of any actual or planned early redemption of the Bonds at its earliest opportunity.

BOND LOGISTIX LLC
INSIGHT. INNOVATION. INTEGRATION.

BLX is not being engaged hereunder, and BLX is not hereby obligated, to undertake any of the following: **(1)** independently determine whether securities allocable to proceeds of the bonds were purchased at fair market value within the meaning of the Treasury Regulations; **(2)** perform an audit or review of the investments acquired with gross proceeds or the payment of debt service on the Bonds; **(3)** perform calculations or other research as to the desirability of elections or selections that may be available under applicable federal tax law; **(4)** review the tax-exempt status of interest on the Bonds or any other aspect of the Bond program except for rebate and penalty liability to the extent set forth in this engagement letter; **(5)** consider any information obtained by BLX pursuant to this engagement for any purpose other than determining such rebate and penalty liability; and **(6)** update any report delivered hereunder because of events occurring, changes in regulations, or data or information received, subsequent to the date of delivery of such report. Should the Obligor desire BLX to undertake any of the foregoing, such work will be the subject of a separate engagement and a separate fee, if any. In addition, BLX will be entitled to rely entirely on information provided by the Obligor and the Trustee and/or their agents and assigns without independent verification. The fee with respect to the Bonds will be determined pursuant to Exhibit B hereto. Engagement Fees are due upon each engagement and Report Fees are due upon delivery of each report by BLX. This engagement is terminable by either party by written notice to the other, such termination to be effective immediately; provided that, if BLX terminates this engagement prior to delivering any calculations, the engagement fee (if previously paid) shall be refunded. BLX shall be entitled to assign its rights and obligations under this engagement in whole or in part upon prior written notice to the Obligor; provided that no such notice is required so long as Orrick retains the obligation to deliver legal opinions hereunder. No additional fees will be charged by Orrick for providing the legal services described herein. BLX will separately compensate Orrick for such services.

BLX and/or Orrick may have client relationships with other parties involved in some manner with the Bonds or the Obligor (for example, underwriters, trustees, rating agencies, insurers, credit providers, lenders, contractors, developers, advisors, investment advisors/providers/brokers, public entities and others) whether with respect to the Bonds or some unrelated matter(s). However, to the extent that a conflict-of-interest is created by this engagement, the Obligor hereby waives any such conflict. If this engagement letter is satisfactory, please have an authorized official execute one copy and return it to the undersigned.

Very truly yours,
BOND LOGISTIX LLC

Sandra Fuller Stallings
Managing Director

Accepted:
HIDALGO COUNTY, TEXAS
By: _____
Print Name: J.D. Salinas III
Title: County Judge
Date: 4/10/07
E-mail Address: JD.salinas@co.hidalgo.tx.us

CONSULTANT: BOND LOGISTIX, L.L.C.

BY: _____
Sandra Fuller Stallings, Managing Director

OWNER:
HIDALGO COUNTY

BY: _____
J.D. Salinas, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED BY COMMISSIONERS' COURT ON: **March 13, 2007**

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

BY: _____

HIDALGO COUNTY

Exhibits:
EXHIBITS A – "Estimate of Fees for Arbitrage Rebate Consulting"
EXHIBIT B - Arbitrage Rebate Compliance Services Fee Schedule
EXHIBIT C - Exhibit "C"-Insurance Certificates

BONDLOGISTIX LLC
INSIGHT. INNOVATION. INTEGRATION.

EXHIBIT A

Description

1. Please see attached "Estimate of Fees for Arbitrage Rebate Consulting"

BONDLOGISTIX LLC
INSIGHT. INNOVATION. INTEGRATION.

EXHIBIT B

ARBITRAGE REBATE COMPLIANCE SERVICES FEE SCHEDULE

Please see attached "Estimate of Fees for Arbitrage Rebate Consulting"

Hidalgo County, Texas

Estimate of Fees for Arbitrage Rebate Consulting

	Par Value	Issue Description	Delivery Date	Assumed Last Comp Date	Next IRS Comp Date	End of Temporary Period	Yield Restriction Catch Up Fee (Yr X $500)	Final Maturity Date	Notes
1	$6,990,000	Certificate of Obligation, Series 1998	09/15/98	09/15/06	09/15/08	09/15/01	$2,500	08/15/18	May be considered one issue with Ref 98 Refunded by 2005
2	$5,845,000	General Obligation Refunding, Series 1998	09/15/98	09/15/06	09/15/08			08/15/08	Final Maturity 8/15/08 unless combined with CO98
3	$48,160,000	Certificate of Obligation, Series 2000	07/19/00	07/19/06	07/19/10	07/19/03	$1,500	08/15/10	Refunded by 2005
4	$25,675,000	Certificate of Obligation, Series 2001	05/23/01	05/23/06	05/23/11	05/23/04	$1,000	08/15/11	Refunded by 2005
5	$20,910,000	Certificate of Obligation, Series 2002	09/04/02	09/04/06	09/04/07	09/04/05	$500	08/15/15	Refunded by 2007
6	$32,250,000	Certificate of Obligation, Series 2004	09/22/04	09/22/06	09/22/09	01/04/07		08/15/19	Refunded by 2007
7	$51,640,000	General Obligation Refunding, Series 2005	05/12/05	05/12/06	05/12/10			08/15/21	Refunded Series 1998, 2000 and 2001
8	$38,770,000	Certificate of Obligation, Series 2006	10/05/06		10/05/11	10/05/09		08/15/26	May be considered one issue with Ref 06
9	$2,180,000	Limited Tax Refunding, Series 2006	10/05/06		10/05/11			08/15/11	Final Maturity 8/15/11 unless combined with CO06 Refunded 2004 Tax Notes
10	$26,415,000	Limited Tax Refunding, Series 2007	01/04/07		01/04/12			08/15/24	Refunded Series 2002 and 2004

Hidalgo County, Texas

Estimate of Fees for Arbitrage Rebate Consulting

	Fixed Rate Bonds	Variable Rate Bonds
Option 1 - Annual Reports with Legal Opinion:		
Annual Report Fee, per Series:	$1,500	$2,000
Total Estimated over Five Year Basis (per series):	$7,500	$10,000
Option 2 - Formal Reports at Year 3 and Year 5 with Legal Opinion:		
Report which covers 3 years:	$2,500	$3,000
Report which covers years 4-5:	$2,000	$2,500
Total Estimated over Five Year Basis (per series):	$4,500	$5,500
Option 3 - Annual Estimate and Formal Report at Year 5 with Legal Opinion:		
Annual Estimate ($500/year for 4 years):	$2,000	
Annual Estimate ($750/year for 4 years):		$3,000
Report w/ Opinion at 5th Year:	$1,500	$2,000
Total Estimated over Five Year Basis (per series):	$3,500	$5,000
Miscellaneous Fees per Series:		
Retroactive Yield Restriction Analysis (per year):	$500	$500
Current Year's Yield Restriction Analysis:	$0	$0
IRS Form 8038-T Preparation:	$0	$0
Universal Cap or Transferred Proceeds:	$0	$0
Commingled Funds:	$0	$0
Recovery of Overpayment (refund claim):	$3,000 - $5,000	

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

ARBITRAGE CALCULATION SERVICES

RFQ NO: 2007-018-01-03-VYG

Hidalgo County is inviting statements of qualifications from qualified firms to provide arbitrage compliance services. The County of Hidalgo is seeking to enter into an arbitrage calculation services contract(s) with a state-(Texas) arbitrage consulting firm(s). The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"HIDALGO COUNTY-ARBITRAGE CALCULATION SERVICES REQUEST FOR QUALIFICATIONS"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 3, 2007. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ Number: 2007-018-01-03
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** *Wednesday, December 27, 2006* at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by *Friday, December 29, 2006*. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ 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.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except

where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the term of the contract will be for an initial period of one (1) year, with

County's option to renew for three (3) additional one (1) year terms, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent firm(s), registered and licensed to practice in the State of Texas, that has/have had experience in, but not limited to, the following areas:

- Qualified firm must have a minimum of (5) years experience with arbitrage rebate compliance services;
- Qualified firm must have an office located in Texas;
- A description of the firm's personnel and their most recent similar projects.
- A minimum of at least five (5) such projects with federal, state or local governments in the past three (3) years.
- A minimum of three (3) client references for whom the same type work was performed (list must include name, address, telephone number, date and project description) should be included for reference purposes.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all

proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by Hidalgo County, the State of Texas, etc. The firm(s) should add copies of their Professional Liability Insurance. Hidalgo County requires limits as described and detailed in Exhibit "C"-Insurance Requirements contained herein.

SCOPE OF SERVICES:
The firm selected will be required to perform all services and duties customarily and usually performed with respect to the type of work listed above for services the County of Hidalgo. **(Please refer to Additional Specifications and Requirements).**

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, submitter is to provide a fee proposal for the scope of work to follow.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) copies.**

SECTION III -SELECTION AND SCHEDULES

SELECTION PROCEDURES:
The RFQ shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal on short notice at a later time.

PROPOSAL RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis. After the RFQs have been ranked, the respective department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 3, 2007**. 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.

EVALUATION: The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined in Exhibit B.

Hidalgo County-Arbitrage Calculation Services
RFQ NO: 2007-018-01-03-VYG

Additional Specifications and Requirements

SCOPE OF SERVICES:
The firm selected will be required to perform arbitrage calculations for Hidalgo County's current certificates of obligation issues and any new issues that may be added during the term of the contract.

Hidalgo County's outstanding issues currently include:

1.	Certificates of Obligation, Series 1998	$ 6,990.00
2.	Certificates of Obligation, Series 2000	$48,160.00
3.	Certificates of Obligation, Series 2001	$25,675.00
4.	Certificates of Obligation, Series 2002	$20,910.00
5.	Certificates of Obligation, Series 2004	$32,250.00
6.	Certificates of Obligation, Series 2006	$38,770.00

1. Arbitrage Compliance Program
Firm will establish a program to ensure Hidalgo County is in compliance with all arbitrage rebate requirements contained in Section 148 of the Internal Revenue Code of 1986 (as revised) and related Treasury Regulations. As part of this compliance program the Firm will serve as a resource to all parties involved, explaining the requirements of the Code and Regulations and providing practical solutions to problems as they occur. The Firm will provide constant interaction with the County and provide the following additional services:

- Assist the County in understanding the computational and reporting requirements of the Code and Regulations as they currently exist and facilitate their understanding of changes as they occur.

- Be knowledgeable of the rules regarding expiration of temporary periods and be prepared to assist County in monitoring yield-restricted funds, which may be invested.

- Assist the County, on a rebate installment date, in evaluating whether a full or partial payment of the rebate liability should be paid.

2. Computational Requirements
Firm will compute the arbitrage rebate that is most advantageous to Hidalgo County using computational methods that comply with arbitrage regulations.

- Review all applicable bond documents including tax or arbitrage certificate, official statement and other related documents.

- Compute the arbitrage yield on the bonds in accordance with the regulations and revise such computations in the event that events occur subsequent to delivery of the bonds, which would require recomputation.

- Identify, and separately account for, all "Gross Proceeds" (as last term is defined in the Treasury Regulations) of the bond issue, including those requiring allocation analyses due to "transferred proceeds" and/or "commingled funds" circumstances.

- Obtain the necessary information related to investments, including expenditure detail; or investment detail; and/or interest earnings.

- Compute the yield on the earnings of the gross proceeds of the issue.

- Firm must be familiar with all of the various regulations to determine which regulations to apply in order to compute the lowest lawful arbitrage liability amount.

- Perform computations of rebatable arbitrage at least once every five years and as of the date all bonds of the issue are retired.

- Provide an executive summary and opinion identifying the methodology employed, major assumptions, conclusions, and any recommendations for changes in record keeping and investment policy. The opinion provided must state that all work performed is consistent with Federal Tax Law and other applicable law.

3. Internal Revenue Service Reporting Requirements

Firm will serve as the interface between the County and the Internal Revenue Service. Firm must be knowledgeable of the reporting and documentation requirements associated with compliance of the arbitrage rules and perform the following duties:

- Complete Internal Revenue Service Form 8038-T and any other necessary reports so that only a signature is required prior to filing on either an installment computation date or final installment date.

- Provide a written report supporting the computations to the County.

- Determine the correction amount and the penalties associated with any installment failure as required.

- Assist in applying for permitted refunds for certain overpayments in the event the County overpays the amount of rebatable arbitrage for an issue.

- Maintain complete records supporting the computations of rebatable arbitrage for a period of not less than six years after the final maturity of all bonds of an issue.

- Assist the County, as necessary, in responding to any inquiries or audits by the Internal Revenue Service related to the computations performed by the rebate calculation agent.

- Maintain a tickler system, which monitors critical deadlines, calculation due dates, rebate exception dates, and expiration of temporary periods.

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Sandra F. Stallings, Managing Director
Bond Logistix

Via Fax: (214-969-2712)

From: Martha L. Salazar, CPPB
Hidalgo County Purchasing Department

Date: February 27, 2007

Re: Negotiation Meeting for -"Hidalgo County-Arbitrage Calculation Services"
(RFQ NO: 2007-018-01-03-VYG)

Pursuant to the "Negotiation Meeting" for the above-reference project on February 22, 2007, please be advised that the County of Hidalgo respectfully request a ***"Best and Final Offer"*** on your proposed rates/fees and detailed schedule of work to be performed and what it is exactly that Bond Logistix will require from Hidago County in order for Bond Logistix to proceed in performing the scope of services that were discussed during the meeting.

Once Hidalgo County receives your "Best and Final Offer", we will proceed in placing item on agenda for final approval by Commissioners Court for acceptance on offer.

We request that you submit a proposed "Best And Final Offer" on rates/fees and detailed schedule of work, no later than 10:00 a.m. on Friday, March 2, 2007.

Best and final offer of the proposed contract rates/fees of $ Please see attached

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via fax to (956)318-2629.

Signed: Sandra F Stallings **Title:** Managing Director

Printed Name: Sandra F. Stallings

BONDLOGISTIX LLC
INSIGHT. INNOVATION. INTEGRATION.

2711 N. Haskell Avenue
Suite 2600SW, Lock Box 35
Dallas, Texas 75204
Phone: (214) 989-2701
Fax: (214) 989-2712

TELECOPY COVER SHEET

No. of Pages: (including cover sheet) 5

Date: March 2, 2007

To: Vangie Garcia, Buyer II
Company: Hidalgo County - Purchasing

Telephone: 956.318.2626
Telecopy: 956.318.2629

From: Sandee Stallings

Telephone: 214.989.2701
Telecopy: 214.989.2712

Re: BAFO for RFQ No.: 2007-018-01-03-VYG – Arbitrage Calculation Services – Hidalgo County

PLEASE NOTE: THE INFORMATION CONTAINED IN THIS FACSIMILE TRANSMISSION IS INTENDED TO BE SENT ONLY TO THE NAMED ADDRESSEE OF THE TRANSMISSION. IT MAY BE PROTECTED FROM UNAUTHORIZED USE OR DISSEMINATION BY THE ATTORNEY-CLIENT PRIVILEGE, THE ATTORNEY WORK-PRODUCT DOCTRINE, OR ANY OTHER APPLICABLE PRIVILEGE. IF YOU ARE NOT THE NAMED ADDRESSEE, YOUR DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. YOU ARE ALSO ASKED TO NOTIFY US IMMEDIATELY BY TELEPHONE AND TO RETURN THE ORIGINAL DOCUMENT TO US IMMEDIATELY BY MAIL AT THE ADDRESS ABOVE. THANK YOU IN ADVANCE FOR YOUR COOPERATION.

(NOTE: If you do not receive all pages, please call 214.989.2701 as soon as possible.)

Please call me if you have any questions.

BOND LOGISTIX LLC
INSIGHT. INNOVATION. INTEGRATION.

2711 North Haskell Avenue
Lockbox #35, Suite 2600 SW
Dallas, TX 75204
Phone 214 989 2700 Fax 214 989 2712
www.bondlogistix.com

MEMORANDUM

TO Hidalgo County, Texas

FROM Sandee Stallings – Bond Logistix LLC

DATE March 2, 2007

RE Information Necessary to Perform Arbitrage Rebate Analyses

---

Following is the list of necessary items we will need in order to compute the arbitrage and or rebate liabilities with respect to the County's debt offerings:

Bond Documents (for each issuance):

- ☐ Copy of latest arbitrage rebate analysis
- ☐ Copy of executed IRS Form 8038-T, and attached check(s) relating to any previous arbitrage rebate or yield reduction payments
- ☐ Tax Certificate (aka No Arbitrage Certificate, Certificate as to Tax Exemption)
- ☐ Insurance Premium documentation (if insured)
- ☐ IRS Tax Form 8038-G
- ☐ Accountant's Verification Report (for refundings, if not available online)

Investment Records – from prior computation date through current computation date:

Project Fund(s)

- ☐ Detailed Cash Reports
- ☐ Ledger/listing of Certificates of Deposits (purchase date, amount invested, interest rate, maturity date, interest received at maturity)
- ☐ NOW Account bank statements
- ☐ Balance of unexpended bond proceeds as of the current computation date
- ☐ Balance of unexpended bond proceeds as of the end of the respective temporary period (see attached worksheet)

Debt Service Fund(s)

- ☐ Detailed Cash Reports
- ☐ Ledger/listing of Certificates of Deposits (purchase date, amount invested, interest rate, maturity date, interest received at maturity)
- ☐ NOW Account bank statements
- ☐ Balance of invested proceeds as of the current computation date
- ☐ Detailed listing of debt service payments paid from the debt service fund since the last computation date

03/02/2007 10:28 FAX 2148887112 BONDLOGISTIX DALLAS 004/005

Hidalgo County, Texas

Estimate of Fees for Arbitrage Rebate Consulting

	Par Value	Issue Description	Delivery Date	Assumed Last Comp Date	Next IRS Comp Date	End of Temporary Period	Yield Restriction Catch Up Fee (Yr X $500)	Final Maturity Date	Notes
1	$6,990,000	Certificate of Obligation, Series 1998	09/15/98	09/15/06	09/15/08	09/15/01	$2,500	08/15/18	May be considered one issue with Ref 98 Refunded by 2005
2	$5,845,000	General Obligation Refunding, Series 1998	09/15/98	09/15/06	09/15/08			08/15/08	Final Maturity 8/15/08 unless combined with CO98
3	$48,160,000	Certificate of Obligation, Series 2000	07/19/00	07/19/06	07/19/10	07/19/03	$1,500	08/15/10	Refunded by 2005
4	$25,675,000	Certificate of Obligation, Series 2001	05/23/01	05/23/06	05/23/11	05/23/04	$1,000	08/15/11	Refunded by 2005
5	$20,910,000	Certificate of Obligation, Series 2002	09/04/02	09/04/06	09/04/07	09/04/05	$500	08/15/15	Refunded by 2007
6	$32,250,000	Certificate of Obligation, Series 2004	09/22/04	09/22/06	09/22/09	01/04/07		08/15/19	Refunded by 2007
7	$51,640,000	General Obligation Refunding, Series 2005	05/12/05	05/12/06	05/12/10			08/15/21	Refunded Series 1998, 2000 and 2001
8	$38,770,000	Certificate of Obligation, Series 2006	10/05/06		10/05/11	10/05/09		08/15/26	May be considered one issue with Ref 06
9	$2,180,000	Limited Tax Refunding, Series 2006	10/05/06		10/05/11			08/15/11	Final Maturity 8/15/11 unless combined with CO06 Refunded 2004 Tax Notes
10	$26,415,000	Limited Tax Refunding, Series 2007	01/04/07		01/04/12			08/15/24	Refunded Series 2002 and 2004

03/02/2007 10:29 FAX 2149892712 BONDLOGISTIX DALLAS 005/005

Hidalgo County, Texas

Estimate of Fees for Arbitrage Rebate Consulting

	Fixed Rate Bonds	Variable Rate Bonds
Option 1 - Annual Reports with Legal Opinion:		
Annual Report Fee, per Series:	$1,500	$2,000
Total Estimated over Five Year Basis (per series):	$7,500	$10,000
Option 2 - Formal Reports at Year 3 and Year 5 with Legal Opinion:		
Report which covers 3 years:	$2,500	$3,000
Report which covers years 4-5:	$2,000	$2,500
Total Estimated over Five Year Basis (per series):	$4,500	$5,500
Option 3 - Annual Estimate and Formal Report at Year 5 with Legal Opinion:		
Annual Estimate ($500/year for 4 years):	$2,000	
Annual Estimate ($750/year for 4 years):		$3,000
Report w/ Opinion at 5th Year:	$1,500	$2,000
Total Estimated over Five Year Basis (per series):	$3,500	$5,000
Miscellaneous Fees per Series:		
Retroactive Yield Restriction Analysis (per year):	$500	$500
Current Year's Yield Restriction Analysis:	$0	$0
IRS Form 8038-T Preparation:	$0	$0
Universal Cap or Transferred Proceeds:	$0	$0
Commingled Funds:	$0	$0
Recovery of Overpayment (refund claim):	$3,000 - $5,000	

EXHIBIT "C"
INSURANCE REQUIREMENTS

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-000995087-02

PRODUCER

MARSH RISK & INSURANCE SERVICES
P. O. BOX 193880
SAN FRANCISCO, CA 94119-3880
CALIFORNIA LICENSE NO. 0437153

)025 -FINPR-E&O-06-07

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY A FEDERAL INSURANCE COMPANY

COMPANY B

COMPANY C

COMPANY D

ISURED

BOND LOGISTIX, LLC
777 SOUTH FIGUEROA STREET, SUITE 3200
LOS ANGELES, CA 90017

OVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 2

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

O LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	☐ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$
	☐ CLAIMS MADE ☐ OCCUR				PERSONAL & ADV INJURY	$
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$
	☐ _____				FIRE DAMAGE (Any one fire)	$
	☐				MED EXP (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	☐ SCHEDULED AUTOS					
	☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
	☐ NON-OWNED AUTOS					
	☐ _____				PROPERTY DAMAGE	$
	☐					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY:	
	☐ _____				EACH ACCIDENT	$
	☐				AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ UMBRELLA FORM				AGGREGATE	$
	☐ OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				EL EACH ACCIDENT	$
					EL DISEASE-POLICY LIMIT	$
					EL DISEASE-EACH EMPLOYEE	$
A	OTHER PROFESSIONAL LIABILITY INVESTMENT COMPANY	70232288	10/29/06	10/29/07	LIMIT OF LIABILITY	$1,000,000 *

ESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

EVIDENCE OF PROFESSIONAL LIABILITY COVERAGE

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTENTION: PURCHASING DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURGH, TX 78539

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.
BY: Richard E. Cowan

MM1(3/02)

VALID AS OF: 12/28/06

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-000995177-01

PRODUCER

MARSH RISK & INSURANCE SERVICES
P. O. BOX 193880
SAN FRANCISCO, CA 94119-3880
CALIFORNIA LICENSE NO. 0437153

Attn: Audrey Segaud (415)743-8632

9025 -BOND-MM-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY A: FEDERAL INSURANCE CO

COMPANY B:

COMPANY C:

COMPANY D:

INSURED

BOND LOGISTIX LLC
FUND SERVICES ADVISORS, INC.
777 SOUTH FIGUEROA STREET, SUITE 3200
LOS ANGELES, CA 90017

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below: 1

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	☐ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$
	☐ CLAIMS MADE ☐ OCCUR				PERSONAL & ADV INJURY	$
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$
	_____				FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	☐ SCHEDULED AUTOS					
	☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
	☐ NON-OWNED AUTOS					
	_____				PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY:	
	_____				EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ UMBRELLA FORM				AGGREGATE	$
	☐ OTHER THAN UMBRELLA FORM					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	71631266	10/01/06	10/01/07	X WC STATUTORY LIMITS ☐ OTHER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				EL EACH ACCIDENT	$ 1,000,000
					EL DISEASE-POLICY LIMIT	$ 1,000,000
					EL DISEASE-EACH EMPLOYEE	$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

EVIDENCE OF INSURANCE ONLY

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Gene Williams

MM1(3/02)

VALID AS OF: 12/28/06

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY) 01/12/07

PRODUCER
Aon Risk Services, Inc. of Northern California
199 Fremont Street
Suite 1400
San Francisco CA 94105 USA

PHONE (415) 486-7000 FAX (415) 486-7029

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
BondLogistix, LLC
777 South Figueroa Street
Suite 3200
Los Angeles CA 90017 USA

INSURER A: Vigilant Ins Co
INSURER B: Federal Insurance Company
INSURER C:
INSURER D:
INSURER E:

COVERAGES: This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown.

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	3582115PLE Package Policy	01/01/07	01/01/08	EACH OCCURRENCE FIRE DAMAGE(Any one fire MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON OWNED AUTOS	74996769 Automobile Policy	01/01/07	01/01/08	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION				EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE-POLICY LIMIT E.L. DISEASE-EA EMPLOYEE	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Hidalgo County is named as Additional Insured under the General Liability policy.

CERTIFICATE HOLDER

Hidalgo County
100 E. Cano
4th Floor
Attn: Purchasing Department
Edinburg TX 78539 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Holder Identifier : 5700208917 30

Certificate No :

13. **Presentation for discussion, consideration and approval of the final negotiated contract with the number one ranked respondent "Bond Logistix" for RFQ No: 2007-018-01-03-VYG-Consultant Services For Arbitrage Calculation Services-Hidalgo County.**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

14. **A. Presentation for discussion, consideration and approval of the evaluation/scoring grid (for the purposes of ranking) of the responses received for the RFP No: 2007-024-O1-31-VYG-Consultant Services For Federal and State Issues/Programs-Hidalgo County.**

1.
2.
3.
4.
5.
6.

NO ACTION taken on items #1 thru 6.

B. Requesting authorization for Purchasing Department to negotiate a contract with the number (1) ranked participant_____ for RFP No: 2007-024-OI-31A/YG-Consultant Services For Federal and State Issues/Programs-Hidalgo County.

NO ACTION taken on this item.

B. Pct. 1

1. **Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 11322111 in the amount of $ 39,385.14 submitted by L & G Consulting Engineers Inc. with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with Contract # C-06-145-03-06 (P0 # 569911) for "FM 88 ROW Mile 12 Road North to FM 1925"**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

AI-13849 **21.A.10.**

TITLE REPORT SERVICES (POOL)

CC REGULAR

Date:	02/09/2009
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation of the responses received (meeting all requirements, specifications, terms and conditions) in connection with RFP No. 2009-032-01-21-otm-"TITLE REPORT SERVICES" for the purposes of being "qualified" by Commissioner's Court to establish a "POOL" of providers to be used on an "as needed and rotation basis" for Hidalgo County;

B. Requesting authority for Purchasing Department to enter into negotiations with the qualified proposer(s) in order to finalize a contract for consideration and approval for the provision of: "TITLE REPORT SERVICES"-HIDALGO COUNTY.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact can not be determined at this time in as much as CC needs to approve the request for proposals of professional services, scope of services and any applicable procurement process.

Fiscal impact is determined at the time the contract negotiations and any other procurement process is finalyzed with any particular firm(s) (vendor(s)) and a final contract is approved and executed by CC.

Attachments

Link: PARTICIPATION LOG

Link: EVALUATION TABLE

Link: RFP ACCEPTANCE SHEET

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/05/2009 04:19 PM	APRV
2	Budget & Management	Veronica Lopez	02/05/2009 04:34 PM	APRV
3	Dale Kennan	Dale Kennan	02/05/2009 05:21 PM	APRV

4	Auditor's Office	02/06/2009 08:34 AM	NEW
Form Started By: Olga Montero		Started On: 02/05/2009 11:13 AM	
Final Approval Date: 02/06/2009			

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

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **JANUARY 21, 2009** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: **HIDALGO COUNTY -TITLE REPORT SERVICES-(POOL)"**
RFP NO: **2009-032-01-21-OTM**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
South Texas Land Investigations Jorge Lopez george@landtitleusa.com	email	OLGA MONTERO	1/12/09	114 N. 12th St. Edinburg, Texas 78539
Land Investigations Services Joe A Ruiz (956) 467-6674	Email	OLGA MONTERO	1/12/19	1412 Lark McAllen Texas 78501
Greater Texas Group Efrain Martinez (956) 793-7613 cell	in person	OLGA MONTERO	1/12/09	3017 S. Sugar Rd. Ste-D Edinburg Texas 78539
Domingo Flores (956) 279-9595 Jampak156@aol.com	In person	OLGA MONTERO	1/15/09	2516 James Ave Po box 681 Edinburg, Texas 78540
Juan Ortiz **Cjortiz92@hotmail com**	**Email**	**OLGA MONTERO**	**1/16/09**	**Cjortiz92@hotmail com**

EVALUATION TABLE

HIDALGO COUNTY – "TITLE REPORT SERVICES (POOL)"
RFP NO. 2009-032-01-21-0TM

RFP ITEMS	VENDOR NAME		
	EFRAIN N. MARTINEZ	**EDWARDS ABSTRACT & TITLE CO.**	**SOUTH TEXAS LAND INVESTIGATIONS**
	MEETS REQUIREMENTS	MEETS REQUIREMENTS	MEETS REQUIREMENTS
RESPONSIVENESS: THROUGHNESS OF REQUESTED INFORMATION	**NO**	**YES**	**YES**
UNDERSTANDING OF PROJECT	**YES**	**YES**	**YES**
POSSESES ACCESS PRIVILEDGES TO TITLE COMPANY PLANT(S)	**NO**	**YES**	**YES**
QUALITY AND ACCURACY OF WORK PERFORMED	**YES**	**YES**	**YES**
EXPERIENCE WITH SIMILAR PROJECTS	**YES**	**YES**	**YES**
CAPABILITY TO MEET SCHEDULE AND DEADLINES	**YES**	**YES**	**YES**
CURRENT WORKLOAD AND ABILITY TO COMMENCE VARIOUS REQUESTED PROJECTS SIMULTANEOUSLY	**YES**	**YES**	**YES**
COST FEES	**YES**	**YES**	**YES**
MEETS ALL REQUIREMENTS AS SPECIFIED	**NO**	**YES**	**YES**

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFP ACCEPTANCE DATE: January 21, 2009	**RFP OPENING TIME:** 9:30 A.M.

DESCRIPTION OF RFP: "TITLE REPORT SERVICES"

RFP NO: 09-032-01-21-OTM

RFP	NAME OF COMPANY	ACKNOWLEDGE RECEIPT OF RESPONSES TO RFP ACKNOWLEDGE RECEIPT OF ADDENDUM #1
1.	**EFRAIN N. MARTINEZ** **EDINBURG, TX**	√
2.	**EDWARDS ABSTRACT A ND TITLE CO.** **EDINBURG, TX**	√
3.	**SOUTH TEXAS LAND INVESTIGATIONS** **EDINBURG, TX**	√
4.		

AI-13873 **21.A.11.**

County Clerk-Award of Service Contract-ACS Government Records Services-C-09-448-02-09

CC REGULAR

Date:	02/09/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	County Clerk

Information

CAPTION

Presentation for discussion, consideration and approval of the final negotiated Service Contract (approved as to form by legal counsel) for: "Records Management and Imaging System, Photostat Re-Creation and Computerized Indexing of Land Records for Real Property, Uniform Commercial Code and Vital Statistics Records" between Hidalgo County (Clerk's Office) and ACS/Government Records Services, Inc.

BACKGROUND

Service Contrat No. C-09-448-02-09-ACS/GRS as (approved by legal counsel)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1237-415-40-180-003-0-341

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

BUDGETARY IMPACT:

Amount available for req #'s 147484 & 147493 $165,000.00 & $209,000.00 as of 2-6-09, respectively for ACS.

Amount available for PO #617214 $15,000.00 as of 2-6-09 for ACS.

Attachments

Link: Award of Service Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/05/2009 05:32 PM	APRV
2	Budget & Management	Veronica Lopez	02/06/2009 07:43 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/06/2009 08:10 AM	APRV
4	Ivan Cantu		02/06/2009 08:34 AM	PEND

Form Started By: Letty Saenz Started On: 02/05/2009 04:22 PM

Final Approval Date: 02/06/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-448-02-09

THIS CONTRACT is made and entered into this **9th** day of **February, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **ACS/Government Records Services, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for proposals for ***"Records Management and Imaging System, Photostat Re-Creation And Computerized Indexing of Land Records for Real Property, Uniform Commercial Code and Vital Statistics Records of the Hidalgo County Clerk "*** (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, 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 proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Clerk's Office** for ***"Records Management and Imaging System, Photostat Re-Creation And Computerized Indexing of Land Records for Real***

Property, Uniform Commercial Code and Vital Statistics Records of the Hidalgo County Clerk". 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 **Hidalgo County Clerk's Office** 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 of four (4) years**, commencing upon approval of Commissioner's Court and expiring on **February 8, 2013**, and may be extended at the sole discretion of the County for an additional one (1) year term. County also reserves the right to continue this proposal for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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 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 employment of Company who operate such 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 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, 2nd Floor Edinburg, Texas 78539
With copy to:	Hidalgo County Clerk Hidalgo County Courthouse 100 North Closner, 1st Floor Edinburg, Texas 78539
If to Company:	ACS/Government Records Services, Inc. Attn: Hubert P. Auburn, Vice President 2800 West Mockingbird Lane Dallas, Texas 75235

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.**

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: ACS/Government Records Services, Inc.

By:_____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS, REQUIREMENTS & SCOPE OF SERVICES

EXHIBIT A

SPECIFICATIONS, REQUIREMENTS, AND SCOPE OF SERVICES

HIDALGO COUNTY CLERK'S OFFICE

REQUEST FOR PROPOSAL

''RECORDS, MANAGEMENT AND IMAGING SYSTEM''

RFP NO: 2008-448-12-10-otm

''RECORDS, MANAGEMENT AND IMAGING SYSTEM''
RFP NO: 2008-448-12-10-otm

Overview:

The objective of this Request for Proposals (RFP) is to obtain proposals for a turnkey fully integrated records management and document image processing system and specific vendor provided production services (hereinafter referred to as the ``System'') for the Office of the County Clerk for Hidalgo County (hereinafter referred to as the ``County'' or the ``Clerk'')

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **''Records, Management and Imaging System''** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, December 10, 2008. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2008-448-12-10-OTM

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:	**Physical Address:**
Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:**US Postal Mail Address:** Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, December 03, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, December 05, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (``the County'') to disclose in the Conflict of Interest Questionnaire (the ``CIQ'') attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer'sAffidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for a ***Four (4) Year period after date of award of contract***, with the County's option for an additional ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day ``Grace Period'' at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. The system must be implemented and fully operational within ninety (90) calendar days from date of contract award. Additional requirements to be included in the contract, stated under **Scope of Services** in ***Exhibit ``A''*** .

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

The vendor must provide a system and services that consist of all hardware, operating system software, application software, and any items such as networking (i.e. replacing existing cable to meet Level & specifications) and communications needed to implement the requirements of this proposal including delivery, installation, documentation, maintenance, and user training.

If not the existing vendor, they must show previous experience in importing and converting (transition) system software platforms from the existing vendor system to the new vendor system, seamlessly.

The vendor must provide the following services:

1. Creation of microfilm from the digital images of scanned real property documents as an archival media.
2. Guarantee that all indexing of Real Property Records will be posted within 72 hours.

Vendor is also to provide all accessories, labor, and materials including all consumables such as, toner cartridges, microfilm, and printer ribbons necessary for a turnkey system.

The system functionality includes digital image capture (scanning), storage, retrieval, and automated cashiering for the following documents types:

A. Real Property Records (Official Records)
B. Uniform Commercial Code Records/Financing Statements
C. Birth Records
D. Death Records
E. Marriage Records
F. Cattle Brands
G. DD - 214's

For Marriage records, there is a requirement to generate both the marriage license application and the marriage certificates in accordance with State of Texas and Hidalgo County Forms.

It is the responsibility of the awarded vendor to retrieve ``all'' existing images and data from the current vendor at no additional cost to Hidalgo County. Provide a website with customer log in capability. This site will include the capability of monitoring statistical data such as, number of hits to the site/page and number of hits to particular areas such as deeds of trust, DBA's, oil and gas leases, commissioners court minutes, and any other County Clerk records.

The Hidalgo County Clerk currently has online document images from October 1978 through current. Vendor must convert all existing document images within a 90-day period upon award of this contract.

The County is not interested in the purchase of any hardware or software, at this time, therefore pricing for the system and services should be quoted on the monthly fee basis.

Vendors must provide evidence of their in-house capability.

Vendor shall safeguard all information and data provided by the County. Proprietary ownership of all data, regardless of what media it is stored on, is retained by Hidalgo County. Any reproduction or duplication must have the written approval of the Hidalgo County Clerk.

Vendor must provide an audited financial statement.

Vendor must furnish Hidalgo County with at least three references where proposed software is processing public records, including County name, contact name, telephone number, and length of time software has been installed.

I. SYSTEM REQUIREMENTS

Environment

The design of the proposed system should support either a true client -server. The local area network (having one or more segments) must support at least 100BASE-TX (100Mbps) topology.

It is required that all client workstations run the MS-Windows XP, SP3 or newer.

The server must be a multiprocessing unit capable of performing standalone data processing, image processing, and communications concurrently. The server must also include a relational data base management system with a suitable suite of utility functions. The server (or servers) must be capable of processing document image requests from browser based (internet/intranet connected) workstations.

Provide equipment and connectivity (T-1), for the McAllen sub-station to the County Clerks Office infrastructure.

The proposed system must implement industry open standards in hardware and software to protect the County's investment and offer distributed processing capabilities, allowing information to flow transparently between the proposed imaging system and the County's existing systems.

The system will be capable of accommodating multiple third party e-filing entities that could help increase e-filed documents in Hidalgo County. Any and all third parties capable of providing this service to Hidalgo County shall be allowed to e-record documents in Hidalgo County at no additional cost to Hidalgo County, third party, or the filer.

Workstations

All workstations shall be IBM PC compatible and consist as a minimum or the equivalent of Dell Optiplex 755 core 2 duo/2.33GHz, 1GB RAM, 80GB HDD, with 21'' high resolution monitors (1600 x 1280 pixels), in a dual page display mode.

Image Printers

There shall be no limiting factor on the number of printers attached to the system. Printers must use laser technology with a minimum speed of 17 pages per minute at a density of 600 dpi. It is required that all printers be network attached and able to print images at the printer's rated speed.

Scanners:

Scanners must be capable of scanning up to a minimum of 400 dpi at a sustainable rate of not less than 22 pages per minute and handle documents from 3'' x 5'' to 11'' x 17''. In addition, Software to enhance document clarity will also be required.

Disk Array

The server must have a configurable magnetic disk array subsystem (RAID) operating Server 2003 or better. The subsystem shall have an initial minimum capacity to hold all existing image and index database with sufficient additional capacity to support growth throughout the contractual period.

Cashiering Workstations

Cashiering Workstations will be compatible with the other PCs and will include a cash drawer, a receipt-printing device capable of printing all required stamps and receipts and validation information.

Configuration

The workflow will require a minimum of the following hardware, software, and peripherals:

1. Some workstations will be required to work in a multi-software environment and requestor must be able to accommodate changes.

2. Workstations: (41) PC's and (3) Laptops with Docking Stations
    a. Computer and Peripheral Breakdown
        i. (4) Bookkeeping, w/printers, cashier and receipt ready
        ii. (5) Recording w/printers and cashier and receipt ready
        iii. (3) Scanning stations w/DVD writer must have Excel
        iv. (6) Vitals w/printers must have Excel
        v. (2) Deed records, w/printers, one Scanner
        vi. (14) Public Workstations
        vii. (3) McAllen Station with printers, one of them cashier and receipt w/scanner
        viii. (3) McAllen Public Stations
        ix. (1) Assumed name search computer at Recording
        x. (3) Admin Laptops with docking stations (Latest Technology and Full Office Suite)
    b. Need administrator accounts for selected personnel for editing of indices or records.

This estimate is based on our data and is open for review. Additional equipment will be required as filings increase, as the database expands, and as other departments outside (i.e. sub-stations) of the Clerk's office require remote access to County Clerk records with image capable workstations. At least one (1)

off-site substation shall be included. They should be able to provide all services legally allowed for the County Clerk by the Government Code.

Additional workstations and associated equipment may be required to be provided by the vendor, at no additional cost to Hidalgo County, as filings increase, or as the database expands, or as more Internet or remote users are added, or as other departments outside the Clerk's office require remote access to the County Clerk document image records.

Service and Support

Vendor shall provide for full installation support and any training necessary for Hidalgo County employees to fully utilize the system.

Vendor shall provide a method for system modifications, software and hardware (cabling), whether the change is required by system upgrade, workload fluctuations, changes in standards or requested by Hidalgo County. The vendor, at no additional cost to Hidalgo County, shall accomplish this effort.

Equipment maintenance must be performed on-site. Equipment must be repaired or replaced within 24 hours after failure. Maintenance hours are 10 hours a day (7:30 AM through 5:30 PM) five days a week (Monday through Friday) except for Hidalgo County holidays. It is the vendor's responsibility to make all replacement hardware operational (not the County or County personnel). The vendor shall provide a toll free telephone number for a customer support representative available during maintenance hours. The vendor shall provide all supplies (i.e., toner cartridges, printer receipt rolls, receipt printer cartridges, bar coding receipt rolls, marriage license applications, marriage licenses, etc.).

Vendor shall provide a full time, on site technician.

Hidalgo County requires that the support and maintenance depot location for this system be in the State of Texas.

Vendor's system shall include a modem for remote software debug and maintenance in an on-line mode. Responsibility for determining the source (i.e. hardware/operating system/software) of a problem and for resolving that problem shall rest with the vendor alone.

In the event a more efficient technology becomes available, vendor guarantees to convert County's data to a media acceptable to the new technology. Vendor must also provide an acceptable timetable for the conversion at no additional cost to Hidalgo County.

The system must be available during Hidalgo County operational hours; therefore, the vendor is required to have a permanent onsite support person available during maintenance hours.
Quarterly maintenance of computers to include dust removal will be needed.

System Backup and Off-site Data and Image Storage

Vendor shall provide off-site storage in the State of Texas for copies of all images, index databases, and microfilm at no additional cost to Hidalgo County. Vendor's off-site storage

facilities must meet or exceed current ANSI standards and applicable Texas State Library requirements.

Documentation

Vendors shall provide full documentation and information regarding backup procedures and responsibilities.

Vendor shall provide full documentation and information regarding disaster recovery procedures.

Uptime

System uptime is a primary concern of Hidalgo County. Vendor shall provide complete information on system availability and reliability along with fallback procedures in case of equipment failure. Battery backup on all servers & workstations at the Hidalgo County Clerks Office and McAllen substation is required to ensure proper shutdown procedures.

II. SPECIFICATIONS

1. The system must be capable of handling 900 real property document filings a day at start-up and allow modular expansion of the system to handle any increase in filings. System must handle various sizes, colors, and weights of paper. The system must process documents having strips of paper attached over the top of another sheet along with staples and paper clips. Images must be taken from the original documents.

2. They must perform all of the recording functions while the person filing the document waits for its return. Large groups of filings will be processed separately in a batch.

3. All equipment, software, and procedures must meet or surpass, on a continuing basis, all Texas State Library laws and standards for archiving and preservation of records as they are developed and become effective.

4. All proprietary equipment and software must be disclosed. All proprietary software, including original coding, must be placed in escrow as specified by the under control of the Hidalgo County Clerk. The escrow information must be maintained to current status.

5. Simplicity of use by the public is a requirement and will be given the highest priority of consideration. The entire system must be simple to use, but for the end-user public, the system must be simple to the point of not needing prolonged intervention or assistance from a County employee. As an example, no sign-on should be necessary at a public terminal. Public terminals must be view or copy only and provide sufficient security to preclude any possibility of altering documents.

6. System must have user interface software allowing the novice operator to accomplish tasks using simple sequence, allowing quick access with a minimum of confusion, delay, or instruction. Workstations should turn-off after 5 minutes of inactivity.

7. The system must provide an audit trail of all activity, which can be produced on a daily basis.

8. The system shall support optical character recognition. The system shall have the capability to extract information and pass extracted information on-line with the image-to-index originator to complete the index.

9. The systems and information must be compatible with HTML format to allow future Internet compatibility.

10. All systems software and hardware must be able to handle Credit Card transactions for all services offered by the County Clerk of Hidalgo County.

III. WORKFLOW SPECIFICATIONS

Once a document has been accepted for filing, the recording process will begin with the cashiering process at a cashiering workstation.

- Entering the type of document being recorded and verified by a type table. If the type is not on the table use ``unknown'' in the document type and allow the operator to update to the correct type.

- Enter how many pages are in each document.

- Proposed system will utilize a cashiering fee table to calculate and display the total fee for each document and batch. The cashier should be able to change the fee amounts if necessary. Depending on the document type, the system will automatically calculate any taxes due.

- Process any changes in recordings, recalculating the filing fee.

After the fee is received and noted on the system, the system will perform the following functions:

1. System must automatically assign appropriate instrument numbers sequentially within each customer batch, processing each batch in time-received order. Instrument number assigned varies with type of document being processed, real property record, financing statement, etc.

2. System must assign current recording date-year month (yyyy mm dd) and time-hour, minute and seconds am/ pm (hh:mm:ss) for each document.

3. System will assign a receipt number, a transaction validation number, and a cashier identification number and generate a receipt, which also identifies all document types and moneys collected.

Included on the receipt

- Received From:-Name and Address
- List of fees by document number and type
- Method of payment (include check number or numbers if multiple checks)
- Any change required
- Receipt number
- Validation number (sequential transaction number)
- Cashier identification and station number
- Total fee amount
- Date

4. System will imprint the fist page of the document with the cashiering validation information and recording information. System will imprint the original instrument with the following information:

- Date and Time - on first page only
- Fee Amount - on first page only
- Cashiering validation information - on first page only
- Instrument number - on first page only
- File stamp - on last page only

5. The system must allow the ability to change the locations of the stamps as necessary.

6. The system must have the capability of printing mailing labels or for returning processed documents by mail to the customer. These labels should include a mailing date and instrument identifier in addition to the pertinent name and address information.

7. The system must document all transactions recorded and amount charged.

8. The system must include tables to limit the amount of data entry required, including, but not limited to, type of document, amount charged, and name and address tables.

9. The system must allow payments to be accepted by cash, check or charge (standard or advanced deposit draw down), or deferred payments or any combination thereof. The system must calculate change due on screen and allow an option to log a refund, rather than return the cash amount. For filing and for copy charges, the system must generate invoices, if needed.

10. The system, must issue monthly balance statements.

11. The system must include a cash drawer for each cashiering station. Provision must be made for closing each drawer both during the day with subtotals and at the end of each day with subtotals. Each station will be uniquely identified. The end of the day reconciliation report should allow a remarks field to enter operator signatures and comments.

12. Voided transactions must be documented by the system.

13. The system must process all checks returned by banks. The transaction amounts must reverse the original posting amounts to reflect the correct dollar amounts in the accounts. The transaction must be fully documented and a history of returned checks maintained.

14. The system must process all checks returned by banks. The transaction amounts must reverse the original posting amounts to reflect the correct dollar amounts in the accounts. The transaction must be fully documented and a history of returned checks maintained.

15. Once the transaction has been entered into the system, there can be no deletions or alterations made to that transaction, changes to the cashiering system may be made only by offsetting transactions.

16. The on-line real property database will require the vendor to convert and load the entire database onto the new system. We must have on line correction capability. All of our current inquiry screens capability must be available on the image viewing terminals using the new system. For indexed entries to which there is an image, there will be an indicator on the index display that a document is available or not available for viewing and the linkage to the image record.

17. All images are to be available to the public for viewing without operator intervention. Image selection for viewing should be accomplished with no keying of data. Copies should be available at a cashier workstation through a printer.

18. System must capture the image via batch scanning onto a hard disk for viewing and any needed re-scanning.

19. System must return images to the screen after an inquiry to the index. First page images response time must be less than five seconds for any requested document. For each following page of the document less than two-second page turn time is required. Print stat time must be less tan twenty seconds from request. The system will maintain response time regardless of increased filing volumes or number of workstations accessing the system

20. System to pre-determine the amount of time a workstation monitor stays on line (off after five minutes of inactivity) for cashiering, public retrieval, etc.

21. System must be capable of producing hard copies immediately after imaging. The user must have the capability to print images with or without viewing them. The software must allow images to be printed either page by page or as an entire document.

22. Software must allow images or selected portions of an image to be enlarged for clarification. Software must allow images to be rotated a 90 degree intervals and to reverse the image from white to black and vice versa.

23. Safeguards must be included to prevent the deletion or alteration of any image.

24. The system must provide scanning processing software that will automatically sharpen images. The operator must be able to bypass this feature and manually adjust the image or take two images if necessary.

25. System must be accessible by specific category in order to retrieve data and write to disk i.e.; deeds, foreclosures, assumed names.

26. System should be able to perform document validation, transaction audits and detailed accounting reports by category i.e.; birth certificates long form or card form, death certificates, marriage, etc.

27. System must provide supervisor tools for monitoring employee productivity and accountability.

VIII. TERM OF CONTRACT

The initial term of this contract shall be for a four (4) year period after date of award of contract with the County's option to extend for an additional one (1) year under the same rates, terms, and conditions. The system must be implemented and fully operational within ninety (90) calendar days from date of contract award.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions at the end of the contract term for unforeseen delays in award of new bid for next contract term.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, December 10, 2008.**

RFP SUBMITTED TO: **An original and seven (7) copies** of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III - SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit ''B'' attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**

2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.
30 points

3. **Ease of Support System & Response Time.** Ease of communicating with company's support system
and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately.
20 points

4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour.
25 points

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "B"
VENDOR'S PROPOSAL
AND BEST AND FINAL OFFER (BAFO)

E. Proposal Pricing Page

Description	Price Per Month
Records Management & Imaging System	$13,500.00
	Price Per Instrument
Computerized Indexing of Land Records	$1.30



Government Records Management Division
2800 W. Mockingbird Lane
Dallas, Texas 75235
(800)782-5652 or (214)902-5000
Fax: (214)358-1622

January 15, 2009

Ms. Olga T. Montero
Hidalgo County Purchasing
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: Best and Final Offer – RFP NO: 2008-448-12-10-otm
Hidalgo County Clerk's Office – "Records, Management and Imaging Services"

Thank you your memorandum on a Best and Final Offer for the above referenced RFP.

Our "Best and Final Offer" is the same as our RFP Response. We have priced our proposal at our best possible offering to Hidalgo County.

Sincerely,

Lynn Moore
Senior Sales Representative
ACS Government Records Services, Inc.

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Lynn Moore, Senior Sales Representative
ACS Government Records Services, Inc.

From: Olga T. Montero, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: January 14, 2009

Re: Best and Final Offer –RFP NO: 2008-448-12-10-otm
Hidalgo County Clerk's Office-"Records, Management and Imaging Services"

Pursuant to "Wednesday's Conference Meeting-January 07, 2009", a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County Clerk, Hon. Arturo Guajardo, Jr. discussed what the project and services entailed. Please review discussed and approved details as follows:

a) The term of contract shall be for a four (4) year period after date of award of contract with the County's option to extend for an additional one (1) year extension based on prior's year performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under Specifications, Requirements and Scope of Services in Exhibit "A".

Your original proposal is at Records, Management & Imaging System $13,500.00 (per month) / Computerized Indexing of Land Records $1.30 (price per Instrument) at this time Hidalgo County is requesting for consideration a "Best and Final Offer" as discussed and agreed by both parties for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your "Best And Final Offer" by 3:00 p.m., Monday, January 19, 2009 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4859. Thank you.

Submit your Best and Final Offer in a separate sheet and attach this letter with your proposal.

Signed: Lynn Moore **Title:** Senior Sales Representative

Printed Name: Lynn Moore

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

12/1/2009

DATE (MM/DD/YYYY) 12/8/2008

PRODUCER
LOCKTON COMPANIES, LLC-N DALLAS
717 N. HARWOOD, LB#27
DALLAS 75201
214-969-6700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
1025979
Affiliated Computer Services, Inc.
ACS State & Local Solutions, Inc.
2828 N. Haskell
Dallas TX 75204

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Company of North America	43575
INSURER C: Lexington Insurance Company	19437
INSURER D:	
INSURER E:	

COVERAGES AFFCO01 AJ

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	HDO G23748046	12/1/2008	12/1/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	X	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	ISA H08249817	12/1/2008	12/1/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
		GARAGE LIABILITY ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ XXXXXXX $ XXXXXXX $ XXXXXXX
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE UMBRELLA FORM RETENTION $	NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B A A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WLR C44355437 (ALL OTHER) WLR C44355486 (AZ, CA) SCF C44355449 (WI)	12/1/2008 12/1/2008 12/1/2008	12/1/2009 12/1/2009 12/1/2009	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C		**OTHER** Employer's Excess Indemnity (TX)	EPIC5356336	12/1/2008	12/1/2009	$1M per person; $10M per occ.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Employer's Excess Indemnity coverage provides excess limits over and above the employer's ERISA qualified non-subscriber benefit plan for Texas employees who sustain work related injury or disease. Re: Records Management & Imaging System - RFP # 2008-448-12-10-OTM. This certificate is only for RFP purposes and has been issued in compliance with ACS' policies and procedures. Proposal due date: 12/10/08. Hidalgo County Purchasing Department is included as Additional Insured on GL and AL where required by written contract. ACS division Government Records Services, Inc. will be providing services for this contract.

CERTIFICATE HOLDER
3981356
Hidalgo County Purchasing Department
Attention: Martha L. Salazar
Administration Building
2802 S. Business Hwy. 281
Edinburg TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

AI-13875 **21.A.12.**

Bank Depository/Processing Remittance (Lockbox) Agreements
CC REGULAR

Date:	02/09/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Pursuant to Texas Local Government Code, Chapter 116-Depositories for County Public Funds, discussion, consideration and appropriate action to re-open negotiations with the current County depository bank, First National Bank as afforded under Chapter 116, Section .021 (a) for an additional two (2) year renewal; or, in the alternative,

B. Authority for previously designated/appointed committee to commence renegotiations with the current depository, First National Bank as provided under Chapter 116.021(a) for an additional two (2) year renewal with a limited time frame for conclusion of the negotiation; and,

C. In the event that negotiations to renew with the current depository First National Bank prove unsuccessful, authority for Purchasing Department to continue with the scheduled publication under 116.022 & .023 of Notice that Hidalgo County Commissioners Court intends to receive Applications from which to select a depository bank(s);

BACKGROUND

Fiscal Impact

Attachments

Link: Gov. Code

Link: Depository AD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	02/06/2009 08:32 AM	APRV
2	Budget & Management		02/06/2009 08:34 AM	NEW

Form Started By: Marty Salazar Started On: 02/06/2009 07:48 AM

Final Approval Date: 02/06/2009

§ 116.002. Money Affected

(a) This chapter applies to money collected or held by a district, county, or precinct officer in a county and by the officers of a defined district or subdivision in the county, including the funds of a municipal or quasi-municipal subdivision or corporation that has the power to select its own depository but has not done so. The money shall be deposited under this chapter, and the money shall be considered in fixing, and is protected by, a county depository's bond.

(b) Warrants, checks, and vouchers evidencing the money deposited in the county depository under Subsection (a) are subject to audit and countersignature as provided by law.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

[Sections 116.003 to 116.020 reserved for expansion]

SUBCHAPTER B. ESTABLISHMENT OF DEPOSITORY

§ 116.021. Depository and Subdepository Contracts

(a) The commissioners court of a county shall select by the process provided by this subchapter or by Subchapter C, Chapter 262, one or more banks in the county and enter a contract with each selected bank for the deposit of the county's public funds. The county shall contract with a bank under this section for a two-year or four-year contract term. On expiration of a contract under this section, the contract may be renewed for two years under terms negotiated by the commissioners court.

(b) If the contract is for a four-year term, the contract shall allow the county to establish, on the basis of negotiations with the bank, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract.

(c) On the renewal of a contract, the county may negotiate new interest rates and terms with the bank for the next two years in the same way and subject to the same conditions as provided by Subsection (b).

(d) If for any reason a county depository is not selected under Subsection (a), the commissioners court, at any subsequent time after 20 days' notice, may select, by the process described by Section 116.024 or by negotiated bid, one or more depositories in the same manner as at the regular time.

(e) If the commissioners court selects a depository by the process provided by Subchapter C, Chapter 262, the depository may be selected by:

(1) competitive bidding; or

(2) another method under that subchapter that the county is qualified to use.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 527, § 2, eff. Sept. 1, 1991; Acts 1995, 74th Leg., ch. 65, § 1, eff. Aug. 28, 1995; Acts 2007, 80th Leg., ch. 899, § 1, eff. June 15, 2007.

§ 116.022. Notice

(a) Once each week for at least 20 days before the date to submit an application under Section 116.023(a), the county judge shall place over the judge's name in a newspaper of general circulation in the county a notice that the commissioners court intends to receive applications from which to select a depository bank. A notice shall also be posted at the courthouse door of the county.

(b) If a newspaper is not published in the county, the newspaper notice shall be placed in a newspaper published in the nearest county.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 65, § 2, eff. Aug. 28, 1995; Acts 2007, 80th Leg., ch. 899, § 2, eff. June 15, 2007.

§ 116.023. Applications

(a) A bank in the county that wants to be a county depository must deliver its application to the county judge or a designated representative of the judge on or before a date set by the commissioners court that is no later than the 60th day before the date of the expiration of the existing depository contract.

(b) The application must state the amount of the bank's paid-up capital stock and permanent surplus, and the application must be accompanied by:

(1) a statement showing the financial condition of the bank on the date of the application; and

(2) a certified check or cashier's check for at least one-half percent of the county's average daily balance for the preceding year.

(c) The certified or cashier's check that accompanies an application is a good-faith guarantee on the part of the applicant that if accepted as a county depository, it will execute the bond required under this chapter. If a bank is selected as a depository and does not provide the bond, the county shall retain the amount of the check as liquidated damages, and the

county judge shall readvertise for applications, if necessary, to obtain a depository for the county.

(d) A bank in the county that wants to be a county subdepository must comply with Subsections (a) and (b). The subdepository's application must include a proposal outlining its security for the county public funds to be held in addition to revenue offers.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 628, § 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 527, § 3, eff. Sept. 1, 1991; Acts 2007, 80th Leg., ch. 899, § 3, eff. June 15, 2007.

§ 116.024. Selection of Depositories and Subdepositories

(a) At the meeting at which banks are to be selected as county depositories, the commissioners court shall:

(1) enter in the minutes of the court all applications filed with the county judge;

(2) consider all applications; and

(3) select the qualified applicants that offer the most favorable terms and conditions for the handling of the county funds.

(b) The commissioners court may reject those applicants whose management or condition, in the opinion of the commissioners court, does not warrant placing county funds in their possession.

(c) After selecting one or more county depositories, the commissioners court shall immediately return the certified checks of the rejected applicants. The commissioners court shall return the check of a successful applicant when the applicant executes and files a depository bond that is approved by the commissioners court.

(d) The conflict of interests provisions of Section 131.903 apply to the selection of the depositories.

(e) After selecting one or more subdepositories, the commissioners court shall immediately notify each selected applicant of its selection. Within 15 days, the selected applicant must file a bond or other security as approved by the commissioners court.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 527, §§ 4, 5, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 268, § 29, eff. Sept. 1, 1993; Acts 2007, 80th Leg., ch. 899, § 4, eff. June 15, 2007.

§ 116.025. Designation of Depository or Subdepository

When security is provided in accordance with Subchapter C[1] and is approved by the commissioners court, the commissioners court shall, by an order entered in its minutes, designate the bank as a depository or subdepository for the funds of the county. The designation is effective until the end of the 60th day after the date fixed for the next selection of a depository or subdepository.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 527, § 6, eff. Sept. 1, 1991.

[1] V.T.C.A., Local Government Code § 116.051 et seq.

§ 116.026. Applicants Outside County

If no bank located in the county applies to be designated as the county depository, the commissioners court may advertise, in the same manner provided by Section 116.022 for advertising for a depository within the county, for applications from banks in an adjoining county or any other county in this state.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 116.027. Selection of Nonapplicant Depository

(a) If no application to be a county depository is submitted, or if all of the applications are declined, the commissioners court shall deposit the funds of the county with any one or more banks in the county or in the adjoining counties in the amounts and for the periods as the commissioners court considers advisable.

(b) A bank that receives deposits under this section shall provide security in the manner and form, and subject to the same conditions, as is required for a depository of county funds. The penalty of the security must at least equal the total amount of county funds deposited with the bank.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

[Sections 116.028 to 116.050 reserved for expansion]

SUBCHAPTER C. SECURITY FOR FUNDS HELD BY DEPOSITORY

§ 116.051. Qualification as Depository or Subdepository

Within 15 days after the date a bank is selected as a county depository or subdepository, the bank must qualify as the depository or subdepository by providing security for the funds to be deposited by the

COUNTY OF HIDALGO
PURCHASING DEPARTMENT

2802 So. Business Hwy 281
(956) 318-2626 EDINBURG, TEXAS 78539 (956) 318-2629 FAX

FAX COVER SHEET

DATE: February 5, 2009

TO: ELIZABETH FLORES

COMPANY NAME: THE MONITOR

FAX NO.: (956) 683-4105

FROM: CRIS VILLARREAL

TITLE: BUYER

PHONE NO.: (956) 318-2626

NUMBER OF PAGES (INCLUDING COVER SHEET) 3

COMMENTS:

ELIZABETH,

PLEASE PUBLISH THE AD ON THE DATES SPECIFIED.

IF YOU HAVE ANY QUESTIONS OR CONCERNS, CALL ME AT YOUR CONVENIENCE.

THANK YOU FOR YOUR ASSISTANCE. CRIS V.

If you have any problems receiving this fax please call (956) 318-2626.

PURCHASING DEPARTMENT
County Of Hidalgo

February 5, 2009

The Monitor
1400 East Nolana
McAllen, Texas 78504

Re: APPLICATION NO: 2009-065-03-10RVV-"BANK DEPOSITORY AND/OR REMITTANCE PROCESSING (LOCKBOX) AND/OR OTHER AGREEMENTS (i.e.. TRUST ACCOUNT SERVICES)"

ACCPETANCE DATE: MARCH 10, 2009

Respondents:

Please publish three times the enclosed **NOTICE for APPLICATION NO: 2009-065-03-10RVV-"BANK DEPOSITORY AND/OR REMITTANCE PROCESSING (LOCKBOX) AND/OR OTHER AGREEMENTS (i.e.. TRUST ACCOUNT SERVICES)"** advertisement under the legal ad section of your newspaper. The first publication should run on **Saturday, February 7, 2009,** the second time on **Saturday, February 14, 2009 and the third time on Saturday, February 21. 2009.**

After these publications please submit to this office a publisher's affidavit for our records. The billing statement should be mailed to:

Hidalgo County Purchasing Department
Attn: Neilda Cavazos
2802 So. Business Hwy. 281
Edinburg, TX 78596

Thank you for your assistance in this matter.

Sincerely,

Martha L. Salazar
Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/cgv

NOTICE
HIDALGO COUNTY COMMISSIONERS' COURT INTENDS TO MAKE A DEPOSITORY CONTRACT AND/OR REMITTANCE PROCESSING (LOCKBOX) AND/OR OTHER AGREEMENTS (i.e. TRUST ACCOUNT SERVICES)

NOTICE: The selection of County Depositories and the terms of depository contracts are governed by Tex. Loc. Gov't. Code Ann., Chapter 116 (Vernon 1988 and Supp. 1999).
The terms of the Depository Agreement with the County Of Hidalgo may also be utilized by Hidalgo County Drainage District No. 1 except as such provisions may differ in accordance with Texas Water Code Chapters 49 & 56 and more specifically detailed in Application Packet.

APPLICATIONS may be obtained by calling the Office of the County Judge (956) 318-2600 or the Hidalgo County Purchasing Department 9956) 318-2626, requested via email to: ramon.vela@co.hidalgo.tx.us, or may be picked up at the Hidalgo County Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas.

IMPORTANT RELEASE DATE: APPLICATION PACKETS WILL BE RELEASED ON TUESDAY, FEBRUARY 17, 2009 AT 11:00 A.M.

SEALED APPLICATIONS for **APPLICATION NO: 2009-065-03-10RVV-"BANK DEPOSITORY AND/OR REMITTANCE PROCESSING (LOCKBOX) AND/OR OTHER AGREEMENTS (i.e.. TRUST ACCOUNT SERVICES)"** must be properly addressed and delivered to **Juan D. Salinas, III**, Hidalgo County Judge, in the Hidalgo County Commissioners'Court meeting room located at 100 E. Cano, First Floor, Atrium Area, Edinburg, Texas. **APPLICATIONS will be accepted until 10:00 a.m. on Tuesday, March 10, 2009** at which time they will be filed, announced and be made part of the minutes of Hidalgo County Commissioners' Court proceedings. Thereafter all APPLICATIONS filed, announced and made part of the minutes of Hidalgo County Commissioners' Court proceedings will be considered, evaluated and selected pursuant to Tex. Loc. Gov't Code, Ann., Chapter 116.024.

One (1) original and ten (10) copies of the Application are required with the proper notation clearly written on the lower left hand corner of the envelope/package. **"APPLICATION NO: 2009-065-03-10RVV-"BANK DEPOSITORY AND/OR REMITTANCE PROCESSING (LOCKBOX) AND/OR OTHER AGREEMENTS (i.e.. TRUST ACCOUNT SERVICES)".**

NOTE: TIME FOR ACCEPTANCE OF APPLICATIONS WILL BE DETERMINED BY THE CLOCK IN COMMISSIONERS COURT ROOM SOUTH WALL.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED FOR FILING. ANY APPLICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF THE EXPRESS ENVELOPE/PACKAGE WITH REFERENCE TO: APPLICATION NO: 2009-065-03-10RVV-"BANK DEPOSITORY AND/OR REMITTANCE PROCESSING (LOCKBOX) AND/OR OTHER AGREEMENTS (i.e.. TRUST ACCOUNT SERVICES)".

THE COUNTY AND THE DRAINAGE DISTRICT NO. 1 reserves the right to refuse and reject any/all applications and to waive any/all formalities or technicalities, or to accept the application considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONER'S COURT on this the 3rd day of February, 2009 AND BOARD OF DIRECTORS OF HIDALGO COUNTY, TEXAS, on this the 28th day of January, 2009.

JUAN D. SALINAS, III
HIDALGO COUNTY JUDGE
REPORT ROAD HAZARDS @ 1-866-HRC-SAFE OR 1-866-427-7233

AI-13783 **21.B.1.**

Pct 1-Invoice No.02.08 EC-Dos Logistics Inc.-C-08-389-10-28
CC REGULAR

Date:	02/09/2009
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. 02.08 EC in the amount of $143,874.85 submitted by Dos Logistics, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection to contract #C-08-389-10-28 (PO# 613322) for: "ON-CALL for VARIOUS ROAD and BRIDGE and/or C.I.P. Projects" (on an as needed basis) for Hidalgo County Pct. 1.

BACKGROUND

Invoice No. 02.08 EC-DL, Inc.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-052-0-733

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

BUDGETARY IMPACT:

PO #613322 is currently reflecting in the year 2008 acct, pending closing of period 13 (8-1201-431-00-121-052-0-733)

Amount available as of 2-4-09 $196,176.03 for Dos Logistics, Inc.

Attachments

Link: Invoice No.02.08 EC-Dos Logistics Inc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2009 05:23 PM	APRV
2	Budget & Management	Veronica Lopez	02/04/2009 07:58 AM	APRV
3	Ivan Cantu	Ivan Cantu	02/04/2009 08:56 AM	APRV
4	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Letty Saenz Started On: 02/03/2009 04:33 PM

Final Approval Date: 02/06/2009

DL, INC.
DOS LOGISTICS, INC.

Bill To:
Hidalgo County
100 E. Cano, 4th Floor
Edinburg, Texas 78539

DATE : Jan. 29, 2009

INVOICE # 02.08 EC

ATTN: Accounts Payable

Contract No. C-08-389-10-28
PO No. 613322

8-1201-431-00-121-052-0-733
613322

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	CURRENT AMOUNT DUE	REMAINING BALANCE
Professional Engineering Services "On-Call Engineering Services"				
PROJECT START-UP AND COORDINATION	$24,460.24	$0.00	$18,345.18	$6,115.06
Coordination with Precinct # 1 / Cities				
Coordination with Utilities and Irrigation District				
INVENTORY OF EXISTING DRAINAGE STRUCTURES	$55,041.27	$13,820.95	$41,220.32	$0.00
Field Work				
Office Work & Engineering Assessment of Structures				
DRAINAGE DITCH ASSESSMENT	$69,735.00	$18,026.83	$51,708.17	$0.00
Field Work				
Office Work & Engineering Assessment of Ditches				
DEVELOP PLAN OF ACTION	$43,468.24	$0.00	$32,601.18	$10,867.06
Development of Exhibits				
Review and Compile Data				
Develop Final Reports				
TOTAL COST	$4,516.50			
TOTAL	**$197,221.25**			**$16,982.12**
		TOTAL DUE	**$143,874.85**	

INVOICE RECEIVED BY
NOE Hinton on 2/2/09
GOODS/SERVICES RECEIVED BY:
NOE Hinton on 2/2/09

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:**	2
Phone:		**Date:**	2/2/09
Re:		**CC:**	

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please place the following inv #02-08 EC from Dos Logistics on the next CC Meeting 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.

AI-13868 **21.B.2.**

Pct 1-Professional Engineering Agreements-TEDSI-Mile 6 W Project w/WA#1 & CORRECTED-Contract#C-08-226-09-30 for the Mile 2 W Proj

CC REGULAR

Date:	02/09/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Requesting approval of a "Professional Engineering Services Contract" (approved as form by legal counsel) with TEDSI Infrastructure Group, Inc. for "Mile 6 West Road Improvements (between SH 107 and Mile 9 N)" for Hidalgo County Pct. 1;

B. Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of $1,817,940.03 with TEDSI Infrastructure Group, Inc. to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-08-227-02-09 for "Mile 6 West Road Improvements (between SH 107 and Mile 9 North)" ;

C. Presentation for discussion and approval of a CORRECTION to Contract No. C-08-226-09-30 with TEDSI Infrastructure Group, Inc. for the "Mile 2 West Road Improvement (between Mile 12 N and Mile 7 1/2 N project approved by CC on 09/30/08) on page 2 of 20, Article 3 Period of Service, Section 3.3(5)-Termination of Agreement deleting the word "with" and replacing with the word "without" and thus complying with the legal notices on the original (Request for Qualifications packet for the Pool of Engineers);

BACKGROUND

Contract No. C-08-227-02-09-TEDSI-Mile 6 W Project-Pct 1 (approved by legal counsel)
Work Authorization No. 1-TEDSI-Mile 6 W Project
Corrected-Contract No. C-08-226-09-30-TEDSI-Mile 2 W Project-Pct 1

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-121-039-0-731/711

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

BUDGETARY IMPACT:

Attachments

Link: Professional Engineering Agreements-TEDSI-Mile 6 W Project

Link: Mile 6 W Project w/WA#1

Link: CORRECTED-Contract#C-08-226-09-30

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/05/2009 05:26 PM	APRV
2	Budget & Management	Veronica Lopez	02/06/2009 07:42 AM	APRV
3	Sylvia Solis		02/06/2009 08:34 AM	NEW

Form Started By: Letty Saenz

Started On: 02/05/2009 03:35 PM

Final Approval Date: 02/06/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES
Contract No. C-08-227-02-09

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.** professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services** for **Mile 6 West Road Improvements between SH 107** and **Mile 9 North** for Hidalgo County Precinct Number One.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform general engineering, rights of way & field topographic services as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for of the **Project** with the following:

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

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

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"**-***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the completion of services as defined in Exhibit B, attached hereto. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work or during periods when work is suspended.

3.2 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

3.3 Termination of Agreement. This Agreement may be terminated by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

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

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

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

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

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

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

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

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

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22, and 26, hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer**'s services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer**'s office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer**'s services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is

issued. The **Owner**'s comments regarding the **Engineer**'s preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer**'s services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer**'s services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer**'s services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Work Authorization deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services.*** Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereinafter

referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"-*Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and / or providing of additional copies (over 3) of reports; additional copies (over 3) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 3) of bidding documents; additional copies (over 3) of as-built drawings.

3. **EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the improvements provided in each Work Authorization.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest

permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If the Work Authorization, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the Work Authorization or such portions of the Work Authorization shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the Work Authorization for which the **Owner** has made payment to the **Engineer**;

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

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer**'s services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

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

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement or any contracts or Agreements related to the Work Authorization, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E" – *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the Work Authorization, as required through the course of the development of the Work Authorization. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorization** shall not waive the **Owner**'s and the **Engineer**'s responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner**, shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the Work Authorization's deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event

that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" – *Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

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

the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings, specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer**'s control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan to enable it to reduce the construction cost the **Engineer** will be required to make such revisions or changes. These changes will be considered additional work by the **Engineer**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer**; however, the Work Authorization deliverables are the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the Work Authorization without the **Owner**'s consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or

any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer**'s permission for any proper purpose relating to the Work Authorization, including, but not limited to, additions to or completion of the Work Authorization. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer**'s own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the Work Authorization will be in accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every

subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer**'s work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner**'s commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer**'s possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as

well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer**'s employees assigned to the Work Authorization to communicate to the **Owner** all inventions and improvements which any of the **Engineer**'s employees, either alone or in conjunction with any of the **Owner**'s employees may conceive, make or discover during the course of or as a result of work on any Work Authorization under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefor in addition to any sums which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer**'s employees to work under any contract with the **Owner** concerning this Work Authorization, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work performed in Work Authorizations, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer**'s responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer**'s experience and abilities with respect to performing the **Engineer**'s services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer**'s **best** efforts, skill, judgment and abilities to design the improvements in each Work Authorization and to further the interests of the **Owner** in accordance with the **Owner**'s requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the Work Authorization, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer**'s services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer**'s services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the Work Authorization has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction.

(d) The **Engineer** represents, covenants and agrees that the **Engineer**'s special talent, training and experience cause the **Engineer** to be the prime professional on the Work Authorization; that because of such talent and training, the **Engineer** envisions the construction of the Work Authorization in its entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the improvements after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize specific dangers that may arise from the proper use of the improvements after acceptance by **Owner**; and, that the **Engineer** recognizes that any commissioners, elected officials, employees, and agents of the **Owner**, plus residents and owners of property within the area affected by the improvements are within a class of foreseeable persons who will be relying on the improvements being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, the **Engineer** represents, covenants and agrees that the **PS&E** of the improvements will be accurate and free from any material errors. The **Engineer** additionally represents, covenants, and agrees to the following: that the design of the improvements will conform to its foreseeable use with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the Work Authorization; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the improvement is designed; that the result of **Engineer**'s inspection of the improvements will be suitable for purposes for which the improvements were designed; and, the improvements will be inspected in a workmanlike, professional manner and will be suitable for the Work Authorization's intended purpose. The **Engineer**'s responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the Work Authorization, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer**'s own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the Work Authorization that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the Work Authorization when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

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

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than one million dollars **($1,000,000)** combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars **($250,000)** each person for bodily injury, five hundred thousand dollars **($500,000)** each occurrence for bodily injury, and one hundred thousand dollars **($100,000)** each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance)** showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the

Engineer has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner**'s discretion, to deduct from the ***Services Fee***, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**Hidalgo County** **100 East Cano, 2nd Floor** **Edinburg, Texas 78539**	**ENGINEER:**	**TEDSI Infrastructure Group, Inc.** **1201 E. Expressway 83** **Mission TX 78572**

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

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2009**.

ENGINEER:
TEDSI Infrastructure Group, Inc.

BY: _____
Jesse Salinas, Principal

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas III, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., Hidalgo County Clerk

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County*)

Approved As To Form:
Atlas & Hall, LLP

By: _____

EXHIBIT "A"
SERVICES TO BE PROVIDED BY OWNER

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

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

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the Engineer
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) Provide Engineer with Geotechnical Data for pavement design and thickness.

EXHIBIT "B"

SCOPE OF SERVICES

TO BE PROVIDED BY ENGINEER

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

MILE 6 WEST ROAD – PHASE II
from SH 107 to Mile 9 North

The engineer shall provide the following engineer services required for the preparation of the plans, specification and estimate, and related documents for the above noted project. The Engineer shall maintain a direct line of communication and coordinate very closely with the Hidalgo County.

ROUTE AND DESIGN STUDIES

1) Develop and assemble Preliminary Construction Cost Estimates at 30%, 60% and 90% milestone submittals.
2) Develop Roadway Design Criteria; help prepare the Design Summary Report.
3) Attend and participate in the Design Concept Conference.
4) Conduct additional soil core hole drilling to supplement those already collected. Utilize existing soil boring information if available.
   a) Retaining Walls
   b) Miscellaneous Structures
   c) Bridges
5) Prepare foundation information summary for all structures.
6) Develop a feasibility study, design alternative analysis and/or a geometric schematic
7) Assist in developing a public involvement plan and accomplish tasks as necessary to effectuate the plan
8) Identify existing right of way limits and locate all major utilities within the study limits.
9) Determine minimum ROW and easement requirements using the proposed typical sections and preliminary cross sections. Adjust the proposed typical sections to accommodate refinements in design of the proposed alternative. Such refinements may include widening of pavement for turn lanes, changes in side slopes to reduce ROW requirements, use of retaining walls to minimize ROW and environmental impacts, addition of the proposed pavement design section, and other changes in the roadway typical sections.
10) The ENGINEER will provide an Engineering Summary Report outlining the various design alternatives considered with reasons for selection of the preferred alternative. All of the engineering analysis and methodology used in determining the preferred alternative will be documented in the report.
11) Conduct an analysis of traffic operations (level of service) for the intersecting streets using acceptable simulation software based on traffic data provided by TxDOT. This analysis will be used to determine the appropriate intersection design. Diagrams will also be developed of the existing and projected traffic volumes and turning movements, to be shown on the schematic drawing.
12) Obtain traffic counts at specific locations using tube counters and or personnel to obtain traffic counts.

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

1) Prepare environmental questionnaire and associated exhibits.
2) Prepare environmental documents (categorical exclusions or assessments) including the following elements, as appropriate:
   a) Description of the existing facility
   b) Description of the proposed action including appropriate discussions of roadway construction, utility construction, right-of-way needs and funding/construction cost
   c) Explanation of the need for the project
   d) Discussion of reasonable alternatives
   e) Potential social, economic and environmental factors
      i) Social impacts (i.e. relocations/displacements, environmental justice)
      ii) Economic impacts (i.e. property values, regional and individual access,
         (1) emergency response) iii. Environmental impacts (i.e. land use, water quality, noise, air quality,
         (2) vegetation, endangered species, historic/archaeological/cultural
         (3) resources, hazardous materials/contamination)
3) Discussion of secondary impacts

4) Conclusion of findings
5) Schedule, coordinate, attend and follow-up activities for public involvement meeting(s) and/or hearing(s).
6) Prepare exhibits for the public meetings, railroads, etc. as required.
7) The ENGINEER will perform evaluations and other tasks related to permitting issues for particular locations or elements of the project.

RIGHT-OF-WAY & UTILITIES

1) Right-of-Way:
   a) Identify areas where temporary construction/driveway easements or agreements may be required.
   b) Prepare exhibits for driveway penetration agreements.
   c) Identify areas where additional rights of way or drainage easements may be required.
2) Utility Coordination:
   a) Identify & map existing and proposed utility locations. Proposed utilities will only be mapped if Microstation files depicting the proposed utilities are supplied by the utility company and they line up with the project datum and coordinate system.
   b) Coordinate and attend utility coordination meetings. Engineer to provide copies of plans and cross sections to the utility companies.
   c) Incorporate resolutions from utility coordination meetings into plans.
   d) Coordinate with utility companies to determine areas of conflicts.
   e) Provide coordination of utility adjustments with assistance from County. Provide technical assistance and meeting exhibits as needed.

FIELD SURVEYING

1) Obtain right of entry (short of litigation) to adjacent properties, as required.
2) Cross section drainage channels and drainage facilities as required.
3) Ties to existing bridges, bridge foundations, culverts and other existing drainage facilities as required.
4) Locate proposed soil core holes as drilled.
5) Establish x, y, and z coordinates of power poles, manholes and valves of various utilities, flow lines of existing sanitary sewer and storm sewer lines, and subsequent utility ties of facilities exposed by others.
6) Update planimetries to accurately reflect changes in topography due to development, erosion, etc.
7) Provide aerial survey services to produce
   a) Digital Terrain Models
   b) Digital Ortho Rectified Photos
   c) Digital planmetric
8) Re-establish project baseline and appropriate offset(s) - recover and verify.
9) Provide project ties at limits of project in order to provide adequate length to establish grades.
10) Temporary signs, traffic control, flags, safety equipment, etc. Traffic control includes services of warning sign company to provide lane closures as required for safety of survey personnel.

ROADWAY DESIGN CONTROLS

1) Grading Design
   a) Finalize horizontal and vertical alignments, and superelevation transitions of roadways based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate. Prepare Horizontal Alignment Data sheets, Horizontal Alignment Layout sheets, and Survey Control Data sheets.
   b) Prepare Project Layout sheets.
   c) Develop Typical Sections & Form 1002 for submittal & approval. Prepare Existing and Proposed Typical Section sheets.
   d) Prepare Existing Plan sheets and Planing Layout sheets.
   e) Prepare plan and profile sheets for roadway and intersecting streets as required for widening and/or reconstruction.
   f) Develop Design Cross Sections - Design Cross Sections shall be submitted in electronic format and on 11" x 17" paper sheets or roll drawings. Design Cross-sections shall incorporate the following details on each section:

i) Baseline & ROW Designations.
ii) Existing Natural Ground, Finished Grade
iii) .Earthwork will be calculated according to specification and calculations shown for each cross section.
iv) Side Slope ratios.
v) Driveways as required.

g) Determine roadway quantities, including cut and fill quantities, and prepare quantity summary sheets. Show earthwork quantities on the plan sheets and cross sections.

DRAINAGE

1) Hydraulic Drainage Study and Documentation
   a) Gather information regarding existing drainage features, facilities and watersheds.
   b) Evaluate existing drainage conditions.
   c) Develop drainage area map and discharge rates. D. Hydraulic computations
      i) Cross Drain Culverts
      ii) Channels
      iii) Storm drainage/inlets
      iv) Drainage analysis of waterways
      v) Surface Channels/Ditches
2) Layout, Structural Design and Detailing of Drainage Features
   a) Culverts replacements and or extensions
   b) Storm drains
      i) New storm drainage
      ii) Modify existing storm drains
      iii) Inlets
      iv) Manholes
      v) Trunk lines
3) Storm Water Pollution Prevention Plan (SW3P)
   a) Develop SW3P Narrative
   b) Develop separate SW3P Plans for each phase of construction. SW3P controls may include but are not limited to temporary sediment fence, construction exits, detention ponds, and rock berms.
      i) Development of plans and details for Best Management Practices (BMPs) for permanent water quality features.
      ii) Scour evaluations and preparation of scour report as needed.
      iii) Determine quantities for drainage and SW3P items and prepare Summary of Quantity sheets.

SIGNING, MARKINGS AND SIGNALIZATION

1) Develop Traffic Signal Plans as required. Prepare Traffic Signal Layout and Detail Sheets
   a) Determine quantities and prepare quantity summary sheet
      i) List of all bid items
      ii) Bid item quantities
      iii) Specification item number
      iv) Paid item description and unit of measure
   b) Basis of estimate sheet (list of materials)
   c) General notes and specification data sheet
   d) Plan sheet(s)
      i) Existing traffic control that will remain (signs and markings)
      ii) Existing utilities
      iii) Proposed highway improvements
      iv) Proposed installation
      v) Proposed additional traffic controls
      vi) Proposed illumination attached to signal poles.
   e) Notes for plan layout

f) Phase sequence diagram(s)
   i) Signal locations
   ii) Signal indications
   iii) Phase diagram
   iv) Signal sequence table
   v) Flashing operation (normal and emergency)
   vi) Preemption operation (when applicable)
   vii) Interval timing, cycle length and offset
g) Construction detail sheets(s)
   i) Poles (TxDOT standard sheets)
   ii) Detectors
   iii) Pull Box and conduit layout
   iv) Controller Foundation standard sheet
h) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
i) General Traffic Signal Requirements
   i) Contact local utility company
      (1) Confirm power source
      (2) Discuss route of aerial or underground interconnect cable (when applicable)
      (3) Adjustment of overhead utility lines
   ii) Prepare governing specifications and special provisions list
   iii) Prepare traffic signal estimate

2) Signing and Pavement Marking Plans
   a) Signing and Pavement Marking Layouts, details include:
      i) Roadway layout
      ii) Center line with station numbering
      iii) ROW lines
      iv) Culverts and other structures that present a hazard to traffic
      v) Approximate location of utilities
      vi) Existing signs to remain, to be removed, to be relocated
      vii) Proposed signs (illustrated and numbered)
      viii)Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
      ix) Quantities of existing pavement markings to be removed
      x) Proposed delineators and object markers
   b) Determine quantities and prepare Summary of Small Signs Tabulation
   c) Determine quantities and prepare Summary of Large Signs Tabulation including all Guide Signs
   d) Sign Detail Sheets
      i) All signs except route markers
      ii) Design details for large guide signs
      iii) Dimensions of letters, shields, borders, corner radii etc.
      iv) Designation of shields attached to guide signs
      v) Designation of arrow used on exit direction signs
   e) Determine final pavement marking and delineation quantities and prepare Pavement Marking Summary sheet

MISCELLANEOUS (ROADWAY)

1) Retaining Walls
   a) Prepare Retaining Walls Layouts and Details, possible wall types:
   b) Retaining Wall Layouts (PLAN), include:
      i) Designation of reference line
      ii) Beginning and ending retaining wall stations
      iii) Offset from reference line
      iv) Horizontal curve data

v) Total length of wall
vi) Indicate face of wall
vii) All wall dimensions and alignment relations (alignment data as necessary)
viii) Soil core hole locations
ix) uncontaminated, subsurface drainage details

c) Retaining Wall Layouts (ELEVATION), include:
i) Top of wall elevations at each joint or intervals
ii) Existing and finished ground line elevations
iii) Limits of measurement for payment
iv) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
v) Uncontaminated, subsurface drainage details

d) Foundation Studies shall be obtained at approximately 100 foot intervals along retaining wall alignments over soft or questionable ground. The core holes shall extend a minimum of 15 feet below the footing elevation or deeper (as soil conditions warrant). In no instance should the spacing of core holes exceed 500 feet.

e) Determine Retaining Wall Quantities and Estimate. Prepare Summary of Quantities sheet.

f) Typical Retaining Wall cross sections.

g) General Guidelines for Retaining Walls. For projects where total estimated retaining wall quantity exceeds 30,000 square feet, preliminary retaining wall layouts shall be submitted no later than 6 months prior to the Austin Division PS&E submission deadline.

2) Illumination

a) Illumination Plan Layouts
i) Roadway layout noting pavement edges, shoulders, curbs, retaining walls, etc.
ii) Center line with station numbering.
iii) ROW lines.
iv) Symbol legend. Use department standard symbols for lighting and electrical.
v) Culverts and other structures that present a hazard to traffic.
vi) Location of underground utilities, if not shown on plan profile.
vii) Location of overhead electrical tines, both crossing and parallel to ROW.
viii) Existing sign lighting circuits and roadway illumination to remain or be removed.
ix) Existing service poles, electrical circuits, ground boxes, etc.
x) Contact electric utility for service pole locations, voltage characteristics.
xi) Location of proposed roadway illumination
xii) Proposed electrical circuits.
xiii) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

b) Prepare FAA forms and letters if required.

3) Determine if intersections at the frontage roads will require re-grading to meet ADA requirements across the accessible route.

4) Widen the intersections for right turn lanes and left turn lanes as identified by the TxDOT Traffic Engineer.

5) Develop Miscellaneous Roadway Details.

6) Develop Driveway Details & Summaries. Determine and design driveways required for reconstruction to meet ADA requirements.

7) Formulate and Prepare Traffic Control Plan, Detours and Sequence of Work Narrative. Develop Traffic Control Plan (TCP) for all phases of construction. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the current Texas MUTCD, the current Barricade and Construction (BC) Standards or the current Traffic Control Plan Standards (TCP). For the purposes of this contract, the TCP will be developed according to the District's Guidelines for Traffic Handling. For the purposes of this contract, the traffic control plans (including temporary drainage, signing, striping and signalization) will be developed in conjunction with adjoining projects, and shall include Traffic Management System and Joint Bid Utility facilities. The Engineer shall interface and coordinate alt phases of work, including the traffic control plans, with the State's consultant(s) preparing the PS&E of the proposed project immediately

adjacent to this project.

a) Formulate overall Traffic Control concepts and construction sequence phases.
b) Develop Sequence of Work Narrative describing of all phases of the TCP that typically appears in the construction contract proposal. As such, the narrative is not required to appear on the individual TCP sheets.
c) Develop TCP Layouts and Details for all phases of construction. The following items are required on all TCP Layouts:
    i) The sequence of construction and method of handling traffic during each phase.
    ii) The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include temporary signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, and temporary illumination.
    iii) The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
    iv) Where detours are provided, typical and design cross sections shall be shown and/or provided.
    v) Road construction work hours shall be directed by the State and specified for all phases of the TCP.
d) Develop TCP quantities and prepare Summary of Quantity sheets.
e) Develop CPM Construction Schedule utilizing Suretrack Software.

8) Prepare Title Sheet and Index sheets.
9) Calculate project quantities and prepare quantity summary sheets.
10) Prepare special specifications for non-standard items, if required, and a list of special provisions to be used. New specification book will be utilized on this project.
11) Prepare general notes applicable to the project.
12) Prepare list of TxDOT Standard Drawings to be included in the plans, provide mylar of each.
13) Prepare list of right-of-way encroachments if needed.
14) Assemble plans for project milestones. Three reproducible paper (11" x 17") copies of the plans shall be submitted to the TxDOT Contract Management Office at the 30%, 60%, 90% and 95% design completion stages.
15) The 95% design completion submittal shall include those items listed in the Pharr District Checklist.
16) Attend review meetings for project milestones and make necessary revisions to the plans.
17) Upon completion of the District review of the plans, the Engineer shall assemble and furnish signed original Mylar (11" x 17") drawings which shall include all applicable standards.
18) Assemble and furnish CADD files of all project files.
19) Coordinate with County staff, TxDOT, local municipal agencies, utility companies, and subconsultants.
20) Agreements - Prepare exhibits for Utility Agreements at 30%, 60%, and 90% project review milestones. This will consist of paper copies of Plan & Profile sheets, typical sections, cross sections, traffic signal and illumination foundation locations and the title sheet. Work does not include design of utility adjustments.

BRIDGE DESIGN

1) Preparation of Structural Details
    a) New Structures
    b) Replacement Structures and Widenings
    c) Bridge Classification Culverts
        i) New Bridge Class structures as required
        ii) Modification/extension of existing structures as required
2) Preparation of Bridge Layouts (each bridge)
    a) Bridge Layouts (PLAN)
        i) Horizontal curve information or bearing of centerline.
        ii) Including horizontal, vertical, and template information of all roadways or railroads crossed.
        iii) Bearing of center line or reference line.
        iv) Skew angle(s).
        v) Slope for header banks and approach fills.
        vi) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
        vii) Approach pavement and crown width.

viii) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
ix) Bridge end treatments (cement stabilized backfill details, etc.)
x) Limits and type of riprap.
xi) Proposed features under structure.
xii) Location of profile grade line.
xiii) North arrow.
xiv) Typical bridge roadway section including preliminary proposed beam types and spacings.
xv) Cross slope and superelevation data.
xvi) Minimum horizontal clearances will be calculated and indicated (dimensioned) to controlling features, when applicable.
xvii) Location of soil core holes (station and offset), shown on layout.
xviii) Bent stations and bearings.
xix) Retaining wall locations.
xx) Traffic flow directional arrows.
xxi) Railing types shown (use single slope railing unless otherwise directed).
xxii) Joint types and seal size, if used.
xxiii) Beam line numbers consistent with span details.
xxiv) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
xxv) Bearings of utilities.
xxvi) Overhead sign bridge locations, if applicable

b) Bridge Layouts (ELEVATION)
i) Type of foundation.
ii) Finished grade elevations at beginning and end of bridge,
iii) Overall length of structure.
iv) Length, type of spans and units.
v) Type of railing.
vi) Minimum calculated vertical clearance(s).
vii) Existing and proposed ground lines clearly marked.
viii) Grid elevations and stations.
ix) Bent numbers encircled.
x) Stationing of bridge compatible with grid stations.
xi) Standard title.
xii) Profile grade data.
xiii) Type of riprap.
xiv) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
xv) Dowel locations at all bents.
xvi) Column "H" heights.
xvii) Number, size and length of foundations.
xviii) Overhead sign bridge locations.

c) Additional layout requirements for waterway structures and bridge classification culverts.
i) Design and 100-year peak discharges.
ii) Design and 100-year high water (HW). (Recorded HW and date if available.)
iii) Natural and through-bridge velocities for design and 100-year floods.
iv) Calculated backwater for design and 100-year floods.
v) Direction of flow for waterway crossings.
vi) Contours for water crossing.

3) Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
4) The minimum number of soil core holes shall be determined in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately 200 foot intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of 10 foot

intervals. If single column bents with single drilled shafts are planned, TCP values should betaken at closer intervals in the upper 15 feet.

5) Bridge Total Quantities, Cost Estimates, and Summary Sheets (each bridge)
6) Bridge Special Provisions and Specifications (each bridge)
7) Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
8) General Guidelines for Bridge Design - The Engineer shall prepare a bridge layout of each bridge structure for the District's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. No bridge design work is to be performed until the State has given the Engineer written approval of the preliminary bridge layout. Several months may be required after the preliminary bridge layout is submitted for the District to obtain approval and/or permits from the following: TxDOT Design Division, FHWA, US Army Corps of Engineers, Texas Parks and Wildlife. Consequently, the Engineer's design contract schedule should reflect all bridge layouts being submitted at the earliest possible date, and generous review times should be associated with the submittals.
9) General Bridge Design Considerations
   a) Consider use of integral abutment in conjunction with cantilever drilled shaft wall.
   b) Provide structural evaluation for the possibility of using existing bridge drilled shafts and/or columns if the bridge is replaced.
   c) Provide recommendations for the possibility of using pre-cast caps or columns.

EXHIBIT "C"
WORK SCHEDULE

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT "D"
FEE SCHEDULE

Exhibt D

Engineer's Contract Rate Schedule

LABOR

JOB DESCRIPTION	* TxDOT BASE RATE
Engineering	
Sr. Project Manager	$69.91
Project Manager	$58.07
Sr. Engineer	$50.63
Project Engineer	$45.09
Engineer	$34.26
Sr. Engineer Designer	$38.65
Engineering Designer	$33.88
CADD Operator	$31.88
Secretary	$19.35

*** Contract Rate to be TxDOT Base Rate time standard multiplerwith profit.**

DIRECT EXPENSES:***

Mileage	$ Current GSA Travel Rate/Mi.
Car Rental	$ At Cost
Lodging (in state)	$ Current GSA Per Diem Rate
Meals	$ Current GSA Per Diem Rate
Air Travel	at cost
Overnight Carrier cost	$40/letter
GPS Equipment	$500/day
Copies (8 ½ x 11)	$0.10/ea
Color Copies (8 ½ x 11)	$1.00/ea
Copies (11 x 17)	$0.20/ea
Color Copies (11 x 17)	$2.00/ea
Mylar (11 x 17) Plots	$3.50/ea
Color Mylar (11 x 17) Plots	$7.00/ea
Bond Plots	$1.00/sq. ft.
Color Bond Plots	$2.50/sq. ft.
Mylar Plots	$2.50/sq. ft.
Color Mylar Plots	$5.00/sq. ft.
Photo Quality Color Plots	$12.00/sq. ft.

*** These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation. At the rates authorized by Hidalgo County for County Official

EXHIBIT "E"
WORK AUTHORIZATION

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO.___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc**. professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is to provide services as indicated below:
The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A"** –***Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B"** –***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is **$**_____. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Funding. This Work Authorization No.___ shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL Period of Service.**

PART 5. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 6. Responsibilities and **Obligations.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ____ day of _____, **2009.**

HIDALGO COUNTY COMMISSIONER PCT. 1

BY: _____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court as indicated below and effective as of _____day of _____, **2009.**

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP, INC.

BY: _____
Jesse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III (County Judge)

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be provided by the Owner
ATTACHMENT "B"	-	Services to be provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

EXHIBIT "F"
SUPPLEMENTAL AGREEMENT

EXHIBIT "F"

Supplemental Agreement Form

WORK AUTHORIZATION NO. __

SUPPLEMENTAL AGREEMENT NO.

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 **TEDSI INFRASTRUCTURE GROUP, INC.** professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1. **Scope of Work.** The purpose of this Work Authorization is to provide services as indicated below: The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A"** –***Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B"** –***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. **Estimated Cost.** The estimated cost for services under this Work Authorization is $_____ _____. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. **Payment.** Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement.**

PART 4. **Period of Services.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. **Responsibilities and Obligations.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 6. **Acceptance and Acknowledgement.** This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _ day of _____, 2009

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP, INC.

BY: _____
Jesse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III (County Judge)

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

EXHIBIT "G"
CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/11/2008

PRODUCER 713-463-4550 FAX 713-463-4590
Bell Insurance Group
4544 Post Oak Place, Suite 320
Houston, TX 77027
Sherry Henderson

INSURED TEDSI Infrastructure Group, Inc.
10260 Westheimer
Suite 460
Houston, TX 77042

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Cas. Co. of Reading PA	20427
INSURER B: National Fire Insurance	20478
INSURER C: Continental Casualty Company	20443
INSURER D: Transportation Insurance Company	20494
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/CY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	1075066054	09/11/2008	09/11/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	2097261054	09/11/2008	09/11/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	2090503299	09/11/2008	09/11/2009	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC268980107	09/11/2008	09/11/2009	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C		OTHER Professional Liability	AEH113771047	09/11/2008	09/11/2009	Each claim Aggregate	$2,000,000 $2,000,000

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

County of Hidalgo is named as additional insured with respects to general liability and automobile policies, but only the specific risk and liabiities assumed under written contract with the named insured and subject to policy conditions. A blanket Additional Insured endorsement is attached to the automobile liability and general liability policies (SB-146968-A).

CERTIFICATE HOLDER

County of Hidalgo
Attn: Ms. Martha L. Salazar
100 E. Cano
5th Floor Adm. BLdg.
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Byron Johnson/SHERRY

©ACORD CORPORATION 198

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

January 28, 2009

PROJECT: Mile 6 W.
COUNTY: HIDALGO
DISTRICT: PHARR

Hidalgo County Department of Budget & Management-Budget Division
100 E. Cano, 2nd Floor, Administrative Building
Edinburg, TX 78539
ATTN: Mr. Sergio Cruz

Dear Mr. Cruz:

We have reviewed the scope and fees for the aforementioned project. We concur with the scope and fees. We recommend endorsement of contract.

If you have any questions or if we may be of any assistance, please call Jesus A. Noriega at 702-6264.

Sincerely,

Hector P.Gonzalez, P.E.
Pharr Area Engineer

EXHIBIT "E"

Contract No. C-08-227-02-09
Work Authorization Form

WORK AUTHORIZATION NO.1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is to provide services for Mile 6 West from SH-107 to Mile 9 North as indicated below:

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A"** –***Scope of Services to be Provided by the Owner*** attached hereto. The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B"** – ***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Estimated Cost. The lump sum amount for services under this Work Authorization is **$ 1,906,248.19**. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**. This amount will be reduced by **$ 88,308.16** for amounts previously paid under **Contract No. C-07-050-05-22**. The new amount payable under **Contract No. C-08-227-02-09** is **$ 1,817,940.03**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Funding. This Work Authorization No. 1 shall be funded through funding source:
Account No. **9-1315-431-00-121-039-0-731/711**
Requisition No. _____ **(MUST BE INCLUDED AFTER COUNTY COURT 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 scope of work as indicated in **Attachment B**.

PART 6. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. Acknowledgement and Confirmation. Acknowledgement and confirmation by Hidalgo County Precinct No. 1, Commissioner Sylvia S. Handy, as to the content and detail of this Work Authorization No. 1.

Hidalgo County Precinct No. 1

By:_____
Sylvia S. Handy, Commissioner

Part 8. Acceptance and Approval. This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of __ day of _____, 2009.

A purchase order will be issued by the Hidalgo County Purchasing Department after execution of this document. Issuance of the purchase order will serve as the written Notice to Proceed on this Work Authorization.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY:_____
Jessse Salinas, (Principal)

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

THE OWNER
HIDALGO COUNTY

BY:_____
Juan D. Salinas, III, County Judge

LIST OF ATTACHMENTS
ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" – Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal

WORK AUTHORIZATION NO. 1

MILE 6 WEST ROAD

SH-107 to Mile 9 North

ATTACHMENT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

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

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the Engineer
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings and public involvement meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) TxDOT to provide the Owner flexible pavement design for proposed pavement.
15) Traffic data and turning movement counts

WORK AUTHORIZATION NO. 1
MILE 6 WEST ROAD
SH-107 TO MILE 9 NORTH
ATTACHMENT "B"

Scope of Services to be Provided by the Engineer

CSJ:	0921-02-168
Highway:	Mile 6 West Road
County:	Hidalgo
Limits:	From SH 107 south to Mile 9 North
Project Length:	7.5 miles
Area Office:	Pharr Area Office

Project Description
Reconstruct and Widen Roadway

Existing Conditions
The existing 20-foot paved two-lane roadway

Proposed Improvements
Construct 68 foot paved rural roadway consisting of four 12-foot travel lanes and a two 10- foot shoulders. In addition a temporary detour shall be constructed to provide continuous two way traffic at all times.

GENERAL MANAGEMENT/COORDINATION

1) The Engineer shall design, develop and prepare all documents in English units.
2) The Engineer shall develop/submit a work schedule with milestone activities and/or deliverables identified.
3) The Engineer shall utilize Microstation computer graphics system. Roadway design for the route study will be developed in GEOPAK.
4) The Engineer shall be required to meet with designated County's representatives, utility companies, adjacent and affected landowners as required for coordination during the development of the project.
5) The Engineer shall be required to prepare the minutes for any meeting as required for documentation purpose.
6) Right of Entry: It will be the responsibility of the Engineer to secure permission, short of litigation, to enter private property for purposes of survey, environmental and Engineering investigations. The Engineer will, at all times, contact the property owner prior to any entry onto the owner's property.
7) The Engineer shall perform quality control and assurance (QC/QA) on all deliverables associated with this project.
8) The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements.

ROUTE AND DESIGN STUDIES

1) Develop and assemble Preliminary Construction Cost Estimates.
2) Develop Roadway Design Criteria; prepare the Design Summary Report.
3) Attend and participate in the Design Concept Conference.
4) Design Schematic
   a) Develop a design schematic based on alignment previously selected and submit to TxDOT for review.
   b) Revise schematic to incorporate TxDOT's comments
   c) Identify irrigation system impacted by proposed improvements. Show proposed location for relocation of irrigation systems impacted. Design and detailing of irrigation systems is not included in the scope of work.
5) Use TxDOT provided flexible pavement design report.
6) Assist in developing a public involvement plan and accomplish tasks as necessary to effectuate the plan
7) Identify existing right of way limits and locate all major utilities within the study limits.

8) Determine minimum ROW and easement requirements using the proposed typical sections and preliminary cross sections. Adjust the proposed typical sections to accommodate refinements in design of the proposed alternative. Such refinements may include widening of pavement for turn lanes, changes in side slopes to reduce ROW requirements, use of retaining walls to minimize ROW and environmental impacts, addition of the proposed pavement design section, and other changes in the roadway typical sections.
9) The ENGINEER will provide an Engineering Summary Report outlining the various design alternatives considered with reasons for selection of the preferred alternative. All of the engineering analysis and methodology used in determining the preferred alternative will be documented in the report.
10) Development of level of service analysis, turning movement counts or traffic counts are not included in scope.

FIELD SURVEYING

1) Work shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors.
2) The Engineer shall provide all traffic control, labor and equipment for the Traffic Control Plan (TCP) while performing services under this work authorization. The Engineer's Surveyor shall comply with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices".
3) Project Control and Baseline (Set in location clear of proposed improvements)
   a) Establish Horizontal and Vertical Control Benchmarks by setting permanent benchmarks with an Aluminum disk on a 5/8" iron rod set in concrete, every 1000' throughout the limits of the project. Establish elevations on set points within the specifications of the TSPS Category 8. If applicable, NGS first order benchmarks shall be incorporated into the level loops utilizing the NAVD88 Datum elevations. Signed and Sealed, RPLS, control data sheets shall be created for the newly establish BMs and included in the deliverables.
   b) Stake existing centerline
      i) Set 2' #5 iron rods at every 1000 ft, at all angle points, PC's, PT's and all intersecting roadways. Center points to be set are every 1000 feet.
      ii) Reference all angle points, PC's, PT's, and at 1000 foot interval stations with iron pins on the right of way line (on both sides).
      iii) Stationing shall correspond with the design centerline. Stationing shall be painted at 500-foot stations on the pavement using traffic paint.
4) Obtain cross sections every 100 ft at whole stations. Cross sections to extend 10 ft outside of proposed right of way. Obtain additional survey information as necessary to accurate develop a digital terrain model (DTM).
5) Topographic Survey (All work will be to 10 foot outside of the proposed ROW)
   a) Obtain driveway cross sections. Cross sections to extend 10 ft outside of proposed right of way.
   b) Update Inventory public access, commercial, and private driveways by type (dirt, caliche, gravel, concrete or paved).
   c) Side Drains
      i) Obtain approximate roadway centerline station.
      ii) Obtain size, length, description of structure, and conditions.
      iii) Obtain F.L. elevations at both ends and offsets to driveway or turnout centerline.
      iv) Label descriptions (size and length) on each side drain.
6) Culverts:
   a) Obtain size of drainage structure, type, skewed angle, and material. Label and describe each structures (for example if it's an irrigation or drainage culvert) size and length.
   b) Locate and obtain inlet and outlet flow lines elevations at structures, top of headwall, aprons, edge of pavement, and center line.
   c) Obtain profile and cross sections of upstream and downstream ravines on man-made channels leading from and to the existing or proposed structure. These profiles and cross sections shall extend from inlet and outlet flow lines to distance of 500 ft. beyond the right of way or as directed by the Engineer.
   d) Determine type of wingwall (i.e. flared wingwall, parallel, etc...) and safety end treatments (pipe runners, safety end treatments, barrier rail, etc...) according to TxDOT standards. For barrier rail include type of end treatments, location, type, length, and height.
   e) Obtain pictures of culverts barrels and outlet and inlet view to right of way line.
7) Fence, Mailboxes, and Sign Inventory:
   a) Locate and obtain mailboxes inventory (type-identify as single, double or multiple) for all mailboxes within R.O.W. and at all intersection locations. Include photographs.

b) Locate and obtain sign inventory (type) for all signs within R.O.W. and at all intersection locations Include pictures.

8) Miscellaneous
   a) This item requires the surveyor to pick up any items that may be an obstruction for the proposed construction or may require special attention during the development of construction plans (ex: oil and gas on proposed right of way, etc.)
   b) ASCII files shall be provided to the State. These files shall be retrieved from GPS/Data Collector and shall be compatible with Microstation.
   c) Field books, containing all information gathered in the field, this information shall be to the surveyor's best knowledge, accurate and complete.
   d) Survey in miscellaneous items not indicated above that are within the existing and proposed right of way.

RIGHT OF WAY SURVEY

1) Utility (All work will be to 10 foot outside of the proposed ROW)
   a) The Engineer shall meet with Utility providers periodically to coordinate the work efforts and resolve any utility related problems. The Engineer shall prepare the minutes for these meetings and forwarded to the County. The Engineer shall address the following issues and any other items deemed necessary during the Utility Coordination meetings:
      i) Activities completed since last meeting
      ii) Problems encountered.
      iii) Late activities.
      iv) Activities required by the next progress meeting.
      v) Solutions for unresolved and/or anticipated problems.
      vi) Information or items required from other agencies/consultants.
   b) If a reimbursable utility relocation exists, the Engineer shall request conveyance documents from the utility provider.
   c) The Engineer shall notify the Utility companies in writing and request the following information in writing:
      i) Project letting date and request they relocate prior to letting.
      ii) Develop their relocation plan according to Utility Accommodation Policy Manual.
      iii) Forward their relocation plan to the Engineer.
      iv) Request in writing when relocation of utilities will be complete.
      v) Upon immediate completion of relocation, request they forward as-built plans to the County.
   d) The Engineer shall develop the typical sections, alignment, and preliminary cross sections addressing the utility location and shall forward these to the respective utility company.
   e) The Engineer shall update all files and plans based on the utility company responses.
   f) The Engineer shall identify all utility conflicts on the plans and prepare layouts and profiles of existing utility crossings showing conflicts of utilities with proposed improvements. The Engineer shall forward these layouts to the County and the utility companies. During design process, the Engineer shall field verify all visible utility conflicts.
   g) The Engineer shall verify the proposed relocation plan submitted by the Utility companies to assure their design is according to Utility Accommodation Policy Manual. Upon the Engineer's review and concurrence with the proposed relocation plan, they shall forward their recommendation for approval to the State.
   h) Contact "One Call" to request marking of underground utilities
   i) Request existing utility information from local utility companies
   j) The Engineer will perform any surveying necessary to for horizontal location of located, "Flagged", underground utilities and visible overhead utilities.
   k) The Engineer will obtain measure downs on utilities as follows
      i) Top of key on gas line values
      ii) Top of key on water line values
      iii) Flowline, size of tie-ins and direction of flow for sanitary sewer manholes
      iv) Flowline, size pipe for irrigation systems
      v) Flowline and size of system for inverted siphons.
   l) Subsurface Utility Engineering is not included in the scope of work.

2) Right of Way
   a) The Engineer shall stake all proposed right of way and drainage easement necessary for preparation and construction of this project as required to finalize the acquisition process and as required for utility relocations.

b) Right of Way Map (NOT SEALED) Development – The Engineer will provide the Right of Way Maps in accordance with the TxDOT Checklist below:

i) General
   (1) Graphics files will be in Microstation and Word software.
   (2) Photos of proposed ROW staking included.
   (3) Field notes and Parcel Plats are numbered continuous.
   (4) Scale shall be 1"=50' for 34" x 22" plans and 1"=100" for 11" x 17" plans

ii) Title Sheet Requirements
   (1) Title and description of project including county, limits, etc.
   (2) Vicinity map with begin and end sta.
   (3) Equations and Exceptions
   (4) Index
   (5) Legend
   (6) Title block completely filled out with Construction and R.O.W. CSJs'
   (7) List all Major Utilities from Station to Station

iii) Individual Map Sheet Requirements
   (1) Sheet size 34" X 22"
   (2) Text legible when reduced to half-scale.
   (3) Title block completely filled out with R.O.W. CSJ
   (4) Matchlines
   (5) Project layout sheet

iv) Existing information:
   (1) R.O.W. lines
   (2) Whole property or whole property inset
   (3) Roadways
   (4) Survey, county, and city limit lines shown and labeled
   (5) Improvements shown and labeled (see below)
   (6) Monumentation i.e. P.C., P.T., Break Points
   (7) North arrow
   (8) Scale
   (9) Property lines
   (10) Property descriptions i.e., lot, block, tract, subdivision, etc.
   (11) Identify existing and proposed access denial locations (if applicable)

v) Proposed information:
   (1) Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
   (2) Survey and R.O.W. lines
   (3) Basis of bearings
   (4) Parcel bearings and distances correspond with traverse sheet
   (5) Outside ties (P.O.C.) corresponds with field notes
   (6) Point of beginning (P.O.B.) established on proposed R.O.W. line
   (7) Parcel tied to baseline
   (8) Baseline information shown i.e. Stationing, bearings, curve data, etc.
   (9) Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
   (10) Math checked on remainder

vi) Improvements:

vii) Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.

viii) Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

ix) Utilities:
   (1) All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
   (2) Location of underground storage tanks and/or filler caps are shown and labeled

c) Field Notes

i) Heading
ii) County
iii) Highway
iv) Parcel number
v) R.O.W. CSJ
vi) Construction CSJ
vii) General Description or "preamble"
viii) Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
ix) Parent tract data is shown:
(1) Size of parent tract
(2) Survey data or lot, block, and subdivision
(3) Name of last recorded seller and buyer
(4) Date, volume and page or document number of last recorded conveyance
(5) Records and county of last recorded conveyance
x) Beginning Description
(1) Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
(2) Point of beginning is on proposed R.O.W. line
xi) Particular Description
(1) Traverse calls are clockwise sequence
(2) Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
(3) Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
(4) Calls are numbered
(5) Denial of access shall be described from beginning to end (if applicable)
xii) Closing Description
(1) Last call leads back to P.O.B.
(2) Restates area of parcel
(3) Establishes taking in existing road R.O.W. if applicable
(4) Legal description is referenced to Plat
(5) Sealed and signed
(6) Include an access clause whether access is permitted or denied (if applicable)
(7) Shows P.O.B. and P.O.C.
(8) All data corresponds exactly with Map and Field Notes
(9) Sheet size is no larger than 81/2" x 11"
(10) Plat closely matches example provided
(11) Plat referenced to legal description
(12) Sealed and signed
(13) Include an access clause whether access is permitted or denied (if applicable)

d) Traverse Sheet
i) Computations show area to be acquired in sq. ft. or acres, whichever is applicable
ii) Computations show area that is existing road R.O.W. if applicable
iii) Traverse calls are in clockwise sequence
iv) Error of closure meets the following:
(1) Secondary rural .0003
(2) Primary rural - secondary urban .0002
(3) Urban or industrial .00013

ENVIRONMENTAL ASSESSMENT

An Environmental Assessment (EA) will be prepared by the Engineer for the Mile 6 West in accordance with applicable procedures of the State of Texas, and the requirements of the National Environmental Policy Act and Federal Highway Administration Technical Advisory 6640.8A. – As No significant environmental issues or impacts are expected for this project a FONSI (as identified by the NEPA process) is anticipated. Should it be determined that additional work beyond an EA be required, the additional work will be added by supplemental agreement.

1) Document Need for and Purpose of the Project. This task will be based on existing roadway design elements and constraints, current and projected traffic volumes, traffic accident data, and proposed typical sections, schematics, and intersection configurations. As this data is developed, the information will be incorporated into appropriate EA sections describing the need for the project, the objectives and issues eliminated from further study. The project description section will include text and graphics illustrating the proposed project design.
2) Alternatives Analysis
   a) This task will include text and graphics illustrating the different alternatives considered prior to selecting the preferred.
   b) It will also describe the reasonable alternatives and those eliminated from further study.
3) Affected Environment and Environmental Consequences. For each of the categories listed below, the necessary background and field reconnaissance will be performed to include in the EA. Data will be provided on a regional scale, but will be specific to the project study area and alternatives that received primary consideration during the planning process. A study corridor will be identified which adequately provides the resource information used in the decision – making process and assist in determining which issues should be eliminated from further study.
   a) Land Use and Public Facilities.
   b) The effects of project alternatives will be characterized in light of land use trends, plans, and policies within the study area. This effort will entail close coordination with local and regional planning bodies and will include an analysis of potential secondary effects of the proposed improvements. Potential effects on public and community facilities will also be identified and discussed.
   c) Social Economic Impacts, Environmental Justice and Limited English Proficiency. As applicable, this task will address potential changes to local neighborhoods or communities and the effects on community cohesion relating to travel patterns, access, and public safety, particularly as those changes may differently affect various social groups and minorities. This information will include race/ethnicity, limited English proficiency, income, and other relevant data. The assessment will conform to FHWA guidance for compliance with Executive Order 12898, Environmental Justice. Project alternatives will also be evaluated with respect to potential effects on local economic development, secondary growth effects, tax revenues, public expenditures, employment and income, and access effects on local agricultural and commercial enterprises. The assessment will also address potential economic effects upon adjacent businesses due to changes in traffic patterns during and after construction.
   d) Noise. The project noise assessment will inventory potential noise sensitive receptors. In accordance with TxDOT noise assessment guidelines, the existing alignment for the design year will be computer simulated, and future noise levels will be predicted at each of the sensitive receptors using the FHWA/TxDOT approved Traffic Noise Model (TNM).
   e) Air Quality. Since the Average Annual Daily Traffic is expected to be below 140,000 vehicles per day, an air quality analysis will not be required, however, a mobile source air toxics (MSAT) qualitative analysis will be required. The qualitative analysis will include:
      i) Brief MSAT description and discussion of national trend data projecting substantial overall reductions in emissions due to stricter engine and fuel regulations issued by EPA;

ii) Comparison of the expected effect of the project on traffic volumes, vehicle mix, or routing of traffic, and the associated assumed changes in MSATs;

iii) An assessment of schools, licensed day cares, elder care facilities, and hospitals located within 100 and 500 meters of the ROW;

iv) Discussion of information that is incomplete or unavailable for a project-specific assessment of MSAT impacts, in compliance with CEQ regulations (40 CFR 1502.22(b)); and

v) Summary of current studies regarding the health impacts of MSATs, in compliance with 40 CFR 150.22(b);

f) Water Resources. The effort will reflect the requirements of the National Pollutant Discharge Elimination System (NPDES) storm water general permit program for construction activities and the anticipated project Storm Water Pollution Prevention Plan (SW3P), particularly with respect to potential mitigation benefits to be achieved through the SW3P. Additionally, the 100-year floodplain, as delineated by FEMA, will be identified and the impacts of the proposed project will be assessed. Flood management effects will also be addressed through coordination with the local flood management agency.

g) Wetlands and Waters of the U.S. The Engineer will perform jurisdictional identifications, including wetlands and evaluations in all areas potentially affected by the primary alternatives. If required, delineations of wetlands, approved jurisdictional determination forms and Individual Section 404 wetlands permit(s) and/or Nationwide Permit(s) requiring a Pre-discharge Notification or wetland mitigation planning will be added by supplemental agreement.

h) Ecological Resources. The Engineer will perform a characterization of project area ecological resources, including descriptions of vegetation, prime farmland and wildlife habitat resources. Ecologically sensitive resources, if any, will be identified and discussed in the EA. An assessment of the project area's potential to support federally threatened or endangered species will be conducted. This includes a data search of the Natural Diversity Database (NDD), an assessment of habitat in the project area for any listed species determined to be of potential occurrence and early coordination with the U.S. Fish and Wildlife Service. A list of all state and federally sensitive species of potential occurrence in the project area will be provided in the EA. If required, any required threatened or endangered species presence/absence surveys would be added by supplemental agreement.

i) Archaeological Resources

i) The archaeological investigations, the archaeologist will search site files and maps at the Texas Archeological Research Laboratory and the THC's Texas Archeological Sites Atlas on-line database for any previously recorded surveys and historic or prehistoric archaeological sites located in or near the proposed alignment. This will provide site and geographic information that will be essential to the discovery and interpretation of any undiscovered cultural resources along the proposed alignment. Because the project involves lands owned by a political subdivision of the state, any archaeological field investigations will require a Texas Antiquities Permit. The archaeologist will prepare a permit application and submit the THC.

ii) Once the background review is completed and the permit is obtained, the archaeologist will conduct an archaeological survey of the project area. The field survey will consist of one archaeologist walking the entire proposed project area with particular focus on any new, undisturbed right-of-ways and previously recorded sites. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. During the survey, the archaeologist will be examining the ground surface and erosional profiles for cultural resources and excavating small shovel tests where appropriate to test for subsurface archaeological deposits or assess the geomorphic setting. Any discovered or previously documented sites will be document and plotted on USGS 7.5 minute topographic maps using hand-held Global Position System (GPS) units.

iii) Once the field survey has been completed, the archaeologist will prepare a report of the investigations. The report will document previous investigations in the area, background cultural settings, the methodology used in the investigations, the presence and condition of any previously recorded sites revealed in the records review, the general nature of the survey area with respect to archaeological potential, and recommendations on the need for further work. Draft copies of the report will be submitted to the Engineer for review and comment. Once this has been accomplished, any appropriate edits will be made and a draft report will be submitted to TxDOT and the THC for review. The Texas Antiquities Code also requires that 20 copies of the final report be submitted once the project is completed. Additionally, text will be provided to incorporate into the EA.

j) Historical Resources

i) For the historic portion of the project, a historian will conduct a literature review of the project area and present a research design to TxDOT-Environmental Affairs Division (ENV), as described in ENV guidance procedures regarding historic resource surveys. This review includes examination of files at THC to identify historic properties that have been previously listed in the NRHP, designated as Recorded Texas Historical Landmarks, and/or are included in the Texas Historic Sites Inventory or other available local historical surveys. The historical will also check other available archival sources, such as historic maps or aerial photographs, to locate previously unidentified potential historic resources in the project's area of potential effect. A historic literature review will also be conducted to establish appropriate historical and cultural contexts for the project area. This information will be compiled along with a survey methodology as part of the research design that will be submitted to ENV and the THC for final determination of the APE and approval for the project to proceed.

ii) Following completion of the preliminary research tasks, two architectural historians will carry out a reconnaissance field survey of the proposed alignment to identify and record historic buildings, structures, and objects within the project's APE. The historians will plot the location of each identified resource on a USGS (or similar) map, take photographs, obtain addresses, and gather physical data on the structure such as property type and subtype classifications, stylistic influences, construction dates, integrity issues and preliminary eligibility recommendations.

iii) Four copies of a summary reconnaissance report will be provided and will include the following:

(1) A letter report containing an overview of the results of the reconnaissance survey. The letter report will describe the findings of the reconnaissance survey and recommend the need, if any, to conduct further survey efforts. The letter report will have sufficient detail and clarity to provide a basis for making determinations of NRHP eligibility.

(2) Photographic documentation for each identified historic resource. At a minimum, this documentation will include an oblique view of the primary facade and a side elevation of each resource, with the subject filling the frame. All photographs will be 3.5-x-5-inch or 4-x6-inch color prints. All photographs will be well focused and clearly depict architectural and other details relevant to an evaluation of the resource's character-defining features. Photographs will be attached to separately labeled pages that clearly identify project name, address (or location) of resource, and site ID number.

(3) An inventory of all identified resources provided in tabular form that lists their site ID numbers, locations, property and subtype classifications, stylistic influences, construction dates, integrity issues, and preliminary NRHP eligibility recommendations.

(4) A map or maps showing the location of each identified historic resource labeled with its appropriate site ID number. Outbuildings and landscape features will be reported as subsets of the main site ID number for a property. The project APE, major street names, and other directional landmarks will be clearly indicated on the map. Maps will be based on aerial photographs, USGS 7.5-minute quadrangle topographic maps, or similarly detailed maps.

(5) Proposed changes to the research design arising from the results of the reconnaissance survey, including contextual issues, comparative property information needs, data gaps, and other items necessary to finalize the evaluation and documentation phases of the project.

k) Recreational Resources. The assessment will include a review of the applicability of Section 4(f) of the DOT Act. A Section 4(f) Evaluation, should one be required, will be added as a supplemental agreement.

l) Hazardous Materials. An electronic search of potential hazardous materials sites will be conducted followed by reconnaissance-level field investigations to verify the location of potential sites and collect additional preliminary information. If required, a Phase I Environmental Site Assessments will be added by supplemental agreement. Information will be incorporated into the EA, along with a discussion of potential impacts, based on the best available information.

m) Indirect and Cumulative Impacts. The Engineer will identify indirect and cumulative impacts in accordance with the requirements of FHWA Technical Advisory T 6640.8A (1987), Report 466: Desk Reference for Estimating the Indirect Effects of Proposed Transportation Projects (National Cooperative Highway Research Program 2002), TxDOT Guidance on Preparing Indirect and Cumulative Impact Analyses (2006), and related guidance from FHWA and TxDOT.

n) Identify Corridor Issues and Field Investigations. The Engineer will perform collect, research, review and assemble available environmental data and review various maps. The Engineer will perform site visits to identify environmental constraints including land use, socioeconomic issues, wetlands and other waters of the U.S., recreational issues (Section 4[f]), industrial waste issues, and ecological resources. If necessary, any threatened or endangered species presence/absence surveys or wetland delineation will be added by supplemental agreement.

o) Graphics. The Engineer will prepare base maps for field use, stakeholder and public meeting presentation graphics, and final EA graphics using digital aerial photography. Screening graphics will be developed for each resource constraint category appropriate for the project. Alternatives will be mapped and each resource category quantified to provide the objective basis for the alternatives analysis. Report graphics will be prepared as needed to show the potential impacts of the proposed action on various resources and how these impacts may be minimized and/or avoided through the EA process.

4) Report Preparations. The EA document will comply in all respects with the NEPA and the guidelines of TxDOT and the FHWA for preparing environmental documents. The analysis will address the adverse and beneficial impacts of project construction and operation, and will also include indirect and cumulative impacts. The impact analysis will be organized to facilitate equivalent comparisons of alternatives, employing charts, tables, maps, and matrices as appropriate. Generalized preliminary mitigation options will be emphasized where adverse impacts may potentially occur. The Engineer will submit the EA document in accordance with the provisions in Phase II.

5) Public Involvement

a) Draft and advertise project Public Notices (English and Spanish) in accordance with the standards set forth by the Texas Department of Transportation public hearing requirements to provide effective notification procedures for project events and meetings that will heighten overall public participation.

b) Design and develop project support materials (English and Spanish}, including mail-out flyer, public meeting agendas and handouts, maps, and other related project information, for public dissemination. Owner to be responsible for disseminating provided material.

c) Provide coordination of professional transcribing and translation services for Public Meetings and/or Public Hearings. Additionally, the Engineer will provide technical support and assistance at one mock meeting and one public hearing. Upon receipt of the transcripts the Engineer will prepare the Summary and Analysis for submittal to TxDOT. Owner is responsible for providing professional transcribing and translation service.

d) Hidalgo County will publish the notices in the local newspaper, arrange for, pay and provide a location for the public meeting and hearing to be held, will provide a mailing list and copy, collate and mail letters to adjacent property owners, local governmental officials and others as necessary.

e) Agency Coordination: As part of the proposed effort, the Engineer intends to communicate with local, state, and federal agencies and organizations regarding project compliance with applicable environmental approvals, including the regulatory programs. These entities include:

i) Local, county and municipal government agencies

ii) U.S. Army Corps of Engineers regarding jurisdictional determinations, if necessary

iii) U.S. Fish & Wildlife Service regarding federally threatened or endangered species

iv) Federal Emergency Management Agency and local flood management agency regarding NFIP compliance, if necessary.

v) Texas Parks & Wildlife Department (TPWD) regarding area parks, wildlife refuges, state-listed endangered species, and compliance with TxDOT/TPWD Memorandum of Understanding and request for data from the Natural Diversity Database

vi) Texas Commission on Environmental Quality (TCEQ) regarding hazardous materials and groundwater protection compliance with TxDOT/TCEQ Memorandum of Understanding.

6) All correspondence will be preserved for inclusion in the EA document; telephone or in-person discussions with agency officials will be logged as part of the project file.

7) Assumptions Used to Derive the Proposed Scope of Services:

a) All investigations will be conducted based on existing literature and mapped data, aerial photographic interpretation, interactions with local and regional experts, and field reconnaissance. If necessary for specific site investigations, access to private property will be the responsibility of the Engineer.

b) The Engineer team assumes an EA that leads to the issuance of a Finding of No Significant Impact will fulfill the NEPA requirements for this project (as opposed to an Environmental Impact Statement). Additional work beyond EA will be added by supplemental agreement.

c) Any technical studies required as a result of modifications in project design alignment, or alternatives submitted after submittal of the draft EA will added by supplemental agreement.

d) The Engineer assumes that requisite engineering information such as traffic data will be provided by the Pharr District of TxDOT in a timely manner. The draft EA will be submitted to County/TxDOT not less than 60 days after receiving final engineering information, including diagrams for all alternative alignments or design options to be addressed in the EA.

e) The Engineer will prepare a scoping letter for distribution to resource and public agencies. This letter will also include minutes of the meetings with City/County officials, and Public Hearing.

f) This scope and fee is based on the current standards of practice for environmental documents developed for Texas Department of Transportation as of the date of signature of this Agreement. Modifications to submitted document required by subsequent changes to the standards of practice are additional services. Additional services will be added by supplemental agreement.

PLAN, SPECIFICATIONS AND ESTIMATE SERVICES

1) The Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual. The location of project should depict the entire project with beginning and ending (Station Numbers/Reference Markers) for each noted CSJ. Mapping landmarks (side streets, creeks, etc.) along with North Arrow and a scale should be shown to help relate the physical location of the project.

2) The Engineer shall use the Design Speed, the Funding Category, Average Daily Traffic, ADT, Roadway Classification, Location Type, and the appropriate Design Criteria to develop the typical sections as set forth in the Roadway Design Manual, PS&E Preparation Manual and other deemed necessary State approved manuals to prepare and submit the work under this task. The existing typical section should be shown with current roadway (pavement, right of way, etc.) characteristics. The proposed typical sections should be shown below the existing typical section with all related pertinent (pavement, right of way, etc.) information for the proposed roadway construction.

3) For Roadway, Bridge and Traffic quantities, the Engineer shall prepare and submit work under this task in accordance to the PS&E Preparation Manual and other deemed necessary State approved manuals. All summaries shall be consolidated

per CSJ, City or County participation, etc. Any quantities shown "For Contractor Information Only" should be shown as such.

TRAFFIC CONTROL PLANS (TCP)

1) The Engineer will develop a conceptual traffic control plan (TCP), roll plot, and narrative. These information will be submitted to the County and TxDOT for review. The Engineer shall make a presentation to the District Traffic Control Safety Review Committee to obtain approval of the TCP prior to development of plan sheets. Modifications requested by TxDOT or County after approval will be consider additional work and be added by supplemental agreement.
2) The Engineer shall notify the State if they plan on requesting a speed reduction at the work zones. The Engineer shall prepare the request form using the latest approved Strip Map within the project limits in conjunction with the Traffic Standards for this request. If the project limits is within the city limits, the request shall be coordinated with the State and the local municipality at the early design process.
3) The Engineer shall provide the State with a hardcopy and accompanying electronic file of a schedule and Critical Path Method for project duration for each phase of construction using SureTrack software
4) The Engineer shall describe the type of work to be performed for each phase of sequence of construction and any special instructions (ex: storm sewer, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
5) The Engineer shall include the work limits, the location of channelizing devices, positive barrier, location & direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of sequence of construction.
6) If Engineer determines that a standard is not applicable to address the entire project, then the Engineer shall prepare layouts for each respective phase of sequence of construction to illustrate any necessary additional construction details not covered by the Standards to address work limits for each sequence in stations, channelizing devices, barricades, positive barrier, tapers, buffer zones, TCP signage, signs, work zone pavement markings, work area, location & direction of traffic, locations for pedestrian crossings, and other information deemed necessary for each phase of sequence of construction. The Engineer shall develop the layouts by referring to the TxDOT standards, latest version of the TxMUTCD for non-TCP signage that may be needed as part of the TCP signage for intersections. The layouts shall address construction of detours, access to business, homes, side streets, and driveways, and reroute of traffic to other roads.
7) The Engineer will address drainage issues that are a result of changes in horizontal and vertical profiles by specifying the location and size of the temporary drainage structures.
8) The Engineer shall prepare the plan and profile sheets and cross sections for all detours.
9) The Engineer will develop TCP plans as double stacked, 1" = 100'. TCP plans will be developed for a two phase approach to traffic control.

ROADWAY DETAILS

1) The alignment sheet(s) include the following for complex projects and/or where it is not desirable to show the following information on the plan and profiles sheet(s): include the project limits for the entire project, label curve date bearings/coordinates for each alignment, computer generated data may be graphically place on the sheet(s) and if applicable the State Plane Coordinates System should be noted on this sheet(s).
2) The Benchmark Data sheet shall be developed in tabulated form and accompanied by surveyor's sketch showing the Station Number from respective alignment, Offset, and Elevation and Physical Description.
3) The Engineer shall design the plan (horizontal) and profile (vertical) including roadway transitions based on the controlling criteria previously defined and as set forth in the previously listed. The Engineer shall develop the alignment for the project in GEOPAK format. Plan and Profile sheets will be developed at 1" =100'.
4) The Engineer shall identify and notify the State all locations not meeting the set criteria. In addition, the Engineer shall provide alternatives and a recommendation to address these design issues.
5) The Engineer shall develop and verify all cross sections in preparation of the proposed traffic control plan, drainage, utilities, right-of-way, and access onto adjacent properties. In addition, the cross sections shall be drained to maintain the natural watershed unless otherwise directed by the State.
6) The Engineer shall determine all cut and fill quantities.
7) The Engineer shall design all intersections to accommodate the design vehicles turning radius. The ADA-wheelchair ramps shall be designed in accordance to the TDLR compliance and the latest TxDOT's Pedestrian Ramp Standards in conjunction with the requirement of the latest version of the TxMUTCD as it relates location of the traffic signals

pedestrian heads, signage, and pavement markings.

8) The Engineer shall design all longitudinal barriers (railing and guardrail), raised median, fencing, bus bays, parking areas, mailboxes, and shoulder texturing in accordance to the criteria set forth in the roadway design manual and standards. Miscellaneous Details Sheet(s) may be developed to illustrate any necessary additional construction details not covered by the Standards.

DRAINAGE DETAILS

1) The Engineer shall use the Roadway Design Manual, Hydraulic Manual, PS&E Preparation Manual, and other deemed necessary State approved manuals to prepare and submit the work under this section
2) The Engineer shall use the above-listed manuals to prepare and submit the work under this task. The hydraulic calculations shall have the following based on previously County approved drainage study:
   a) Description-Material, Size, & Entrance (headwall)
   b) Design discharges, Flow per barrel, barrel slope, and Manning n-value
   c) Inlet flow line, allowable headwater, roadway (shoulder) elevation, calculated inlet headwater elevation
   d) Outlet flow line, Tailwater for design frequency/frequencies, type of flow, critical depth, and calculated friction losses, calculated outlet water elevation
   e) Controlling headwater elevation, outlet velocity, and recommended countermeasures to maintain an acceptable outlet velocity.
3) The Engineer shall show the location of culverts and ditches on the roadway plan view.
4) The Engineer shall use TxDOT standards preferably at all times. Modification to inlets, pipe connection, bedding details, and other elements pertaining to drainage details shall be included under this work task. The BCS sheet must be submitted for all box culverts within the project limits. This sheet must be signed and sealed by the Engineer.

TRAFFIC ITEMS

The Engineer shall inventory all signage through the project limits including those limits that are considered incidental to the project limits. All intersections and roadway signage shall be designed and spaced according to the requirements set forth in TxDOT's Sign Crew Field Book and standards for work under this task. Any signs no longer used by the State shall be taken out and replace by an accepted TxMUTCD signs. The Engineer shall design all signage according to the latest version of the TxMUTCD, Supplemental to TxMUTCD, and TxDOT's Signs and Markings Manual. Design of flashing beacons or traffic signals not specifically indicated in Attachment D is not included. Additional locations will be added by supplemental agreement.

STORM WATER POLLUTION PREVENTION PLANS (SW3P)

The Engineer shall submit and prepare separate SW3P sheets when soil is to be disturbed as part of the erosion control measures during each phase of the sequence of construction. The general plan for the SW3P on this project is to enclose the area under construction including existing and proposed inlets with erosion control devices and provide a stabilized construction entrances at points where traffic will be entering or leaving the construction site. The Engineer shall also design structures or features to control erosion and suspended sediments for post-construction. A standardized General Note will serve as the SW3P where there is to be no soil disturbance (seal coats, overlays, etc.) in the project. The Engineer shall refer to the Hydraulic Design Manual, TxDOT standards, TxDOT Storm Water Management Guidelines, the Environmental Manual, and District Environmental Staff for guidance on work under this task. Erosion Control measures shall conform to one or more of the approved TxDOT / Texas Natural Resources Conservation Commission (TNRCC) / US Environmental Protection Agency (EPA) / US Army Corps of Engineers (USACE) Best Management Practices. The appropriate Best Management Practice(s) shall be listed on the Environmental Issues, Permits, and Commitments (EIPC) sheet to be included as a Plan Sheet and shall be followed by the Engineer and Contractor to completion. Plan sheets will be develop separate from TCP as 1"=100', double stacked.

CROSS SECTIONS

For the Final Submission, the Engineer shall furnish the final cross - section plots, on 36" wide x 120" long roll plots, showing both the original terrain and the design cross-sections, showing the roadway template, at a vertical scale of 1"=10' and a horizontal scale of 1"=10'. The design cross - sections shall indicate the slope rate on the side slopes. The Engineer shall use GeoPak software and provide the state with the applicable files. Cross sections are to show proposed pavement thickness, top of subgrade, finish grade of side bar ditches with slopes and location of right of way. Indicating other features within the cross sections is not part of the scope of work, ie. Underground utilities, storm sewer lines, top soil, etc.

DELIVERABLES

PS&E

The Engineer shall deliver to the County and TxDOT Project Manager one copies and one CD's containing PDF's of the plan sheets provided, respective of the 1st, 2nd, and 3rd submittal. For the final submittal, the Engineer shall submit one set in Mylar accompanied by a paper copy and two CD's containing PDF's of the final plans.

1st Submittal -

1) Design Summary Report
2) Title Sheet
3) Typical Sections (existing and proposed)
4) Traffic Control Plan
5) Utility Layout (conflicts identified)
6) Plan & Profile
   a) Vertical Alignment (existing and proposed)
   b) Horizontal Alignment (existing and proposed)
7) Miscellaneous Details
8) Corresponding Quantity Summary Sheets
9) Corresponding Standard Detail Sheets for all Items of Work in this submittal
10) Preliminary Estimate
11) Design Exceptions/Waivers required
12) Newly created Special Provisions/Specifications to be used (Form 1814)
13) R.O.W. (issues identified)
14) 2 Rolls of Cross Sections

2nd Submittal -

1) Index Sheet
2) Hydrologic Computation Sheets
3) Hydraulic Data Sheets
4) Drainage Area Maps
5) Drainage Plan & Profile
6) Drainage Structure Details
7) Storm Sewer Details
8) Storm Water Pollution Prevention Plan
9) Miscellaneous Details
10) Corresponding Quantity Summary Sheets
11) Corresponding Standard Detail Sheets for all Items of Work in this submittal
12) Updated Estimate
13) Utility Adjustment/Relocation Details
14) R.O.W. Acquisition Detail
15) 2 Rolls of Cross Sections

3rd Submittal -

1) Final Index of Sheets
2) Pavement Marking Layout/Details
3) Miscellaneous Details
4) Corresponding Quantity Summary Sheets
5) Corresponding Standard Detail Sheets for all Items of Work in this submittal
6) Final Estimate
7) General Notes
8) Certifications
9) Form 1002
10) Cross Sections

4th Submittal - PS&E Package 100% complete.

ENVIRONMENTAL ASSESSMENT
The Engineer shall submit the Environmental Assessment to the Texas Department of Transportation for review and approval. Three hard copies and one CD with PDF's of the submittal will be provided for the preliminary draft, final draft and final assessment.

HYDRAULIC DELIVERABLES
The Engineer shall submit the Hydraulic Report signed and sealed by a Registered Professional Engineer in the State of Texas.

SURVEY DELIVERABLES
The Engineer shall submit, after completion of PS&E, all original field books containing all survey information requested for this work authorization. The field book shall contain all information gathered in the field. The survey information provided shall be to the surveyor's best knowledge, accurate, and complete.

Electronic files (*.txt) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system. The x-coordinate corresponding to the east bearing, the y-coordinate corresponding to the north bearing, and the z-coordinate corresponding to the vertical elevation.

Electronic 2d and 3d Microstation files (*.dgn) containing survey information with proper identification and with the following data format x, y, and z NAD-83 coordinate system.

ATTACHMENT "C"

Work Schedule

	Months																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Notice To Proceed																		
Environmental Assessment Report																		
Finalize Schematic																		
TxDOT FHWA EA Review																		
Survey																		
PS&E Production																		
TxDOT Reviews @ 30%, 60% & 90%																		
ROW Mapping																		
Appraisals (By Others)																		
ROW Acquisitron (By County)																		

General Management/Coordination

Descripton	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin	
Project Meetings (4 per month for 18 months)	144		72			36	252
Preliminary Estimate	8	16	24		40		88
Project Administration/Coordination	36					36	72
Total	188	16	96	0	40	72	412

Topographic Survey

Descripton	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin	
QA/QC Survey		24		40			64
Subconsultant Management	72					72	144
Total	72	24	0	40	0	72	208

Utility Coordination

Descripton	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin	
Utility coordination/meeting	72				120	40	232
Prepare and send utility submittals	4				60	60	124
Determine/resolve utility conflicts	24		60		80		164
Maintain communication documentation	36		72			72	180
QA/QC Survey		24		60			84
Subconsultant Management							0
Total	136	24	132	60	260	172	784

Schematic, EA and Public Involvement

Descripton	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin	
Schematic Document	80	120	160	320	360	80	1120
Coordination of EA Document	80		40		80	60	260
Review Meetings during schematic development	48	48				24	120
Development of DSR	4		8			2	14
Development of exhibits for Public Meeting	4	8	16		24	4	56
Development of Mailing List	1	4				8	13
MAPO Meetings (110 at 2 Hours Ea)	220				80	110	410
Attend Public Meeting (2 Meetings)	16	16				8	40
Document Public Meeting	12	12				12	36
Development of exhibits for Public Hearing	8	12	16		32	8	76
Attend Public Hearing (1 Meeting)	8	8					16
Respond to comments from Public Hearing	24	24				16	64
Prepare Submittals for TxDOT/FHWA review/approval	4	8		16	16	8	52
Revise documents as necessary	16		40		80	16	152
Total	525	260	280	336	672	356	2429

General PS&E

Descripton	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin		Sheet Count
Title Sheet	1		4		8		13	1
Project Layout	8		16		40		64	8
Typ Sections	4	4	16		24		48	4
Pavement Design							0	
General Notes	1	4	8			4	17	
Estimate and Quantity	8		40		72	12	132	8
Miscellanous Forms	1	2				1	4	
Preparation of Submittals	5	20		40	40	24	129	
Review meetings	10		10			10	30	
Determine and Plot Standards	2	4			30		36	50
QA/QC Submittals	100	120				40	260	
Summaries	8	16		60	80		164	40
Total	148	170	94	100	294	91	897	107

Traffic Control Plan	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin		
Phase Narrative	8	16				16	40	2
Typical Sections	4	8	16		16		44	2
Phase Layouts (Two Phase, Double Stacked, 1"=100')	24	40	72	100	200		436	40
Temporary Traffic Signals (Two Phases, 3 Intersections)	16	24	32	40	60		172	6
Detours and Miscellaneous Details	8		24	32	40		104	10
Total	60	88	144	172	316	16	796	60

Roadway Details	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin		
Alignment Sheets	1	2			4		7	4
Benchmark Data Sheets		1			4		5	2
Plan and Profile (Roadway)(1"=100')	50	72	120	160	240		642	40
Intersection Layouts (6 Locations)	8	12	20	32	48		120	6
Side street Layouts (30 Locations, 2 per sheet)	24	48	60	80	100		312	15
Driveway Details and Summarier	4		32		60		96	6
Cross Sections (2 per STA, 12 per sheet)	8		60	100	120		288	66
Misc. Details	4	8	24	32	40		108	6
Total	99	143	316	404	616	0	1578	145

Drainage Details	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin		
Drainage Area Maps	16	32	40		64		152	8
Hydrology Calculations	16	24	36			4	80	4
Hydraulic Calculations	24	60	72			4	160	8
Culvert Layouts, Cross-sections and Detail Sheets	16	24	40	60	80		220	20
Misc. Details			8		24		32	4
Total	72	140	196	60	168	8	644	44

Traffic Items	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin		
Traffic Signal Warrant Study (Mile 9 N)	1	4	4		10	2	21	
Existing Conditions (Mile 9 N)	1	4	4		12		21	1
Prop. Signal (Mile 9N)	4	10	24		40		78	2
Traffic Signal Warrant Study (Mile 10N)	1	4	4		10	2	21	
Existing Conditions (Mile 10N)	1	4	4		12		21	1
Traffic Signal Layouts (Mile 10N Existing)	4	10	24		40		78	2
Traffic Signal Warrant Study (SH 107)	1	4	4		10	2	21	
Existing Conditions (SH 107)	2	8	8		20		38	2
Traffic Signal Layouts (SH 107 Existing)	8	12	24		40	2	86	4
Electrical Service Data Sheet	1	4	9		12	1	27	2
Summary of Quanties for Signalization	1	2	8		12	2	25	1
Signing and Striping Plans (1"=100')	24	40	60	100	160		384	40
Summary of Quantities for Signs	4	8			40		52	8
Summary of Quantities for Striping	2		6		8		16	1
Intersection striping details	4	8			24		36	3
District Standard Detail Drawings	1	4	8		12		25	4
Total	60	126	191	100	462	11	950	71

Environmental & SW3P	Sr. Project Manager	Senior Engineer	Project Engineer	Sr. Eng. Tech	Eng. Tech	Admin		
SW3P Sheets (Two Phases, Double Stacked, 1"=100')	24		48	100	120	16	308	40
Epic Sheet	2		6		8		16	2
Total	26	0	54	100	128	16	324	42
Total Hours	1386	991	1503	1372	2956	814	9022	469
	$ 183.19	$ 154.46	$ 137.55	$ 117.91	$ 103.37	$ 59.03		
	$ 253,901.34	$ 153,068.86	$ 206,737.65	$ 161,772.52	$ 305,561.72	$ 48,050.42	$	1,129,093.51

Project DirectCosts

Copies, Bond Plots, Mylar Plots & Mileage	$ 56,454.68

Sub-Total Basic Fee **$ 1,185,548.19**

Additional Services

Aerial & Topographic Survey $30,000/mile	7.5 Mile X $30,000/Mile	=	$225,000.00
Horiz. & Vert. Control Benchmarks	38 Ea. X $1,400.00/ Ea.	=	$53,200.00
Right of Way Mapping 110 parcels at $2,750/parcels	110 Ea. X $2,750/Ea.	=	$302,500.00
Environmental Assessment at $30,000/mile		=	$140,000.00
	Sub-Total Additional Services	=	**$720,700.00**
	Total Lump Sum Fee (Basic +Additional)	=	**$ 1,906,248.19**

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

January 28, 2009

PROJECT: Mile 6 W.
COUNTY: HIDALGO
DISTRICT: PHARR

Hidalgo County Department of Budget & Management-Budget Division
100 E. Cano, 2nd Floor, Administrative Building
Edinburg, TX 78539
ATTN: Mr. Sergio Cruz

Dear Mr. Cruz:

We have reviewed the scope and fees for the aforementioned project. We concur with the scope and fees. We recommend endorsement of contract.

If you have any questions or if we may be of any assistance, please call Jesus A. Noriega at 702-6264.

Sincerely,

Hector P.Gonzalez, P.E.
Pharr Area Engineer

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CORRECTED
AGREEMENT FOR GENERAL ENGINEERING SERVICES
Contract No. C-08-226-09-30

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.** professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services for Mile 2 West Road Improvements between Mile 12 North and Mile 7 ½ North** for Hidalgo County Precinct Number One.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform general engineering, rights of way & field topographic services as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for of the **Project** with the following:

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

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

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"**-***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the completion of services as defined in Exhibit B, attached hereto. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work or during periods when work is suspended.

3.2 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

3.3 Termination of Agreement. This Agreement may be terminated by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

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

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

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

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

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

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 30th day of September, **2008**.

ENGINEER:
TEDSI Infrastructure Group, Inc.

BY: _____
Jesse Salinas, Chief Executive Officer

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas III, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., Hidalgo County Clerk

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County*)

Approved As To Form:
Atlas & Hall, LLP

By: _____

AI-13779 **21.C.1.**

Tower Road Drainage Items- Pct. 2

CC REGULAR

Date:	02/09/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of contract C-08-399-02-09 for Hidalgo County Precinct No. 2- "Construction of Tower Road Drainage Items", reviewed and approved as to form by legal counsel, and previously awarded by Commissioners' Court on 12-02-08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1202-431-00-122-031-0-733

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

BUDGETARY IMPACT:

Funding is pending 2009 appropriation (AI-13805) in the amount of $569,005.57.

Attachments

Link: Contract Document

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/04/2009 02:12 PM	APRV
2	Budget & Management	Veronica Lopez	02/04/2009 02:20 PM	APRV
3	Dale Kennan	Dale Kennan	02/05/2009 08:21 AM	APRV
4	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Gricelda Villarreal Started On: 02/03/2009 04:21 PM

Final Approval Date: 02/06/2009

C. Pct 2

1. **Presentation, for discussion, consideration, acceptance and approval (for the purpose of clarification) of company name change from Clean Air Solutions to CAS Companies, LP in connection with action taken by Commissioners' Court on November 12, 2008 to award the proposal received (through Hidalgo County's membership/participation with The Interlocal Puchasing System's awarded construction services vendor) for: Retrofit to Mechanic Shop for use of Elections Department (Project No. 2008-300-11-06-MSS).**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

2. **Presentation for discussion, consideration and action on a recommendation by project engineer R. Gutierrez Engineering to award to the lowest bidder meeting all specifications for Bid No.:2008-399-10-29MSS-"Construction of Tower Road Drainage Items"- Precinct No. 2.**

   On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

3. **Approval of Request for Payment No. 2 (Reimbursable) in the amount of $632.50, from V-A Architecture, contracted architect for "South Tower CRC/Park Project" C-07-042-04-17.**

   On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

   At this time Commissioner Garza steps out.

D. Pct 3

1. **Requesting authority for Hidalgo County to purchase one (1) new Ford F-550 Cab/Chasis vehicle through Philpott Motor Company, Port Neches, Texas, the County's Participation/membership with TASB Buyboard for Precinct #3 in the total purchase price not to exceed $ 56,631.00 to include but not limited to Buyboard Fees and any accessories as requested by Pct. #3 as follows for Project #08-461.**

   On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

2. **Presentation for discussion, consideration, and approval to award proposal submitted by SimplexGrinnell LP through Hidalgo County's membership/participation with the Texas Multiple Award Schedule (TXMAS Contract-5-84070) in an amount not to exceed $34,285.76, for installation of new fire alarm system to the county building known as "The Mansion" to house Precinct No. 3 Administration Offices to include but limited to equipment, labor, installation set up and any other accessories as may be needed for a turnkey solution.**

   On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-08-399-02-09

This Agreement, entered into this 2 day of December , 2008 by and between Hidalgo County (hereinafter called the "OWNER," and O. G. Construction Company, LLC. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

CONSTRUCTION OF TOWER ROAD DRAINAGE ITEMS

Hereinafter called the project, for the sum of Five Hundred Sixty Nine Thousand, Five Dollars and Fifty Seven Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by
R. Gutierrez Engineering Corporation, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **105** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$200.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

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

APPROVED BY COMMISIONERS COURT ON, December 2, 2008.

CONTRACTOR: _____

Name of Firm: O.G. Construction Company,LLC

Address: 222 W.University Dr.; Edinburg,TX 78539

Fed. I.D. # / S.S.##: 47-0944347

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 21st day of Jan, 2009, by Omar F Garcia Of and on behalf of OG Construction Co LLC
(Title) (A corporation)

NORMA LINDA CERDA
My Commission Expires
March 10, 2009

_____
Notary Public-Signature

APPROVED AS TO FORM:

Atlas & Hall, LLP

BY: _____
~~Atlas & Hall, LLP~~

ATTEST:

_____
Artuto Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas, III, County Judge

EXHIBIT "A"

SPECIFICATIONS

Exhibit "A" consists of the entire bound document as prepared by R. GUTIERREZ ENGINEERING CORPORATION for HIDALGO COUNTY PRECINCT TWO – **CONSTRUCTION OF "HIDALGO COUNTY - TOWER ROAD DRAINAGE ITEMS" – Bid No: 2008-399-10-29-MSS.**

EXHIBIT "B"

PAYMENT SCHEDULE

Payment Schedule shall be in accordance with "Bid Proposal for Hidalgo County Precinct Two – **CONSTRUCTION OF "HIDALGO COUNTY - TOWER ROAD DRAINAGE ITEMS" – Bid No: 2008-399-10-29-MSS**, included herewith, including Item 1 and any and all related provisions contained herewith.

BID PROPOSAL FORM
HIDALGO COUNTY
TOWER ROAD DRAINAGE ITEMS

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
465	40.00	EA	Inlet (Compl) Ty "C" Three Thousand One Hundred Dollars and 00/100 Cents Per Each	$ 3,100	$ 124,000
465	5.00	EA	Manhole (Compl) Ty "A" Two Thousand Two Hundred Dollars and Fifty Cents Per Each	$ 2,200.50	$ 11,002.50
* 467	1.00	EA	Safety End Treatment (18")(4:1) Six Hundred Dollars and 00/100 Cents Per Each	$ 600.00	$ 600.00
* 467	2.00	EA	Safety End Treatment (18")(3:1) Seven Hundred Dollars and 00/100 Cents Per Each	$ 700.00	$ 1,400.00
* 506	252.00	SY	Construction Exits (Ty II)(Install) Fifteen Dollars and Fifty Cents Per Square Yard	$ 15.50	$ 3,906.00
* 506	252.00	SY	Construction Exits (Ty II)(Remove) Five Dollars and Fifty Cents Per Square Yard	$ 5.50	$ 1,386.00
* 506	1,668.00	LF	Temp Sediment Control Fence Two Dollars and Twenty Five Cents Per Linear Foot	$ 2.25	$ 3,753.00
4035	90.00	LF	RC Low Head Pressr Pipe (CL III)(18 IN) Twenty Two Dollars and Thirty Five Cents Per Linear Foot	$ 22.35	$ 2,011.50

BID PROPOSAL FORM
HIDALGO COUNTY
TOWER ROAD DRAINAGE ITEMS

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)

BASE BID ITEMS

* 400 959.00 CY Cement Stablized Backfill
Twenty Dollars and
Zero Cents
Per Cubic Yard
$ 20.00 $ 19,180.00

* 400 397.70 SY Cut & Restore Pavement
Thirty Six Dollars and
Ten Cents
Per Square Yard
$ 36.10 $ 14,356.97

* 402 5,762.00 LF Trench Excavation Protection
One Dollars and
Twenty Five Cents
Per Linear Foot
$ 1.25 $ 7,202.50

464 1,561.00 LF RC Pipe (CL III)(18")
Twenty Nine Dollars and
Fifty Cents
Per Linear Foot
$ 29.50 $ 46,049.50

464 2,183.00 LF RC Pipe (CL III)(24")
Thirty Three Dollars and
Ninety Cents
Per Linear Foot
$ 33.90 $ 74,003.70

464 1,200.00 LF RC Pipe (CL III)(30")
Fifty Four Dollars and
Fifty Cents
Per Linear Foot
$ 54.50 $ 65,400.00

464 1,182.00 LF RC Pipe (CL III)(36")
Sixty Five Dollars and
Fifty Cents
Per Linear Foot
$ 65.50 $ 77,421.00

464 1,229.00 LF RC Pipe (CL III)(42")
Ninety Dollars and
Ten Cents
Per Linear Foot
$ 90.10 $ 109,503.90
110,732.90

BID PROPOSAL FORM
HIDALGO COUNTY
TOWER ROAD DRAINAGE ITEMS

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
4035	80.00	LF	RC Low Head Pressr Pipe (CL III)(24 IN) Thirty Two Dollars and Fifty Cents Per Linear Foot	$ 32.50	$ 2,600.00
4035	1.00	EA	~~Stand Pipe (24 IN)~~ Four Thousand Dollars and Zero Cents Per Each	$ 1,000.00	$ 1,000.00
			Five Hundred Sixty Three Thousand Seven Hundred Seventy Six Dollars and Fifty Seven Cents **Total Base Bid Amount**	$	$ 563,776.57

ALTERNATE BID ITEMS

464	1,561.00	LF	RC Pipe (CL III)(18")(Installation Only) Nineteen Dollars and Zero Cents Per Linear Foot	$ 19.00	$ 29,659.00
464	2,183.00	LF	RC Pipe (CL III)(24")(Installation Only) Nineteen Dollars and Zero Cents Per Linear Foot	$ 19.00	$ 41,477.00
464	1,200.00	LF	RC Pipe (CL III)(30")(Installation Only) Thirty Dollars and Zero Cents Per Linear Foot	$ 30.00	$ 36,000.00
464	1,182.00	LF	RC Pipe (CL III)(36")(Installation Only) Forty Dollars and Zero Cents Per Linear Foot	$ 40.00	$ 47,280.00

EXHIBIT "C "

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and $500,000.00 per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

2. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

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;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. if replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

PAYMENT BOND

Bond# 611622

KNOW ALL MEN BY THESE PRESENTS, that O.G. Construction Companay LLC

(hereinafter called the Principal(s), as Principal(s), and Insurors Indemnity Company

hereinafter called the Surety(s), as Surety(s), are held and firmly bound onto Hidalgo County 2812 S Bus. 281 Edinburg, TX 78539 (hereinafter called the Oblige), in the amount of Five Hundred Sixty Nine Thousand Five and 57/100***

Dollars ($ 569,005.57) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 2nd day of December 2008, for the Construction of Tower Road Drainage Items

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided in said contract in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code, Section 2253.021(c) for the beneficiaries described by such sub-section, and provisions of said Section to the same extent as if it were copied in length herein.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the 23rd day of January A.D., ~~2008~~ 2009

O.G. Construction Company LLC
Principal

ATTEST:

(Principal) Secretary
(SEAL)

Signature

Witness to Principal

Omar F. Garcia
(Print / Type Name)

125 W Hawk Ave
(Address)

222 W. University Drive
(Address)

McAllen, TX 78504
(City, State, Zip)

Edinburg, TX 78539
(City, State, Zip)

PAYMENT BOND (Continued)

Insurors Indemnity Company
Surety

ATTEST:

(Surety) Secretary
(SEAL)

Witness to Surety Debbie Valdez

620 W. Ferguson
(Address)
Pharr, TX 78577
(City, State, Zip)

Attorney-in-Fact (Signature)

Andy Alvarez
(Print / Type Name)

P.O. Drawer 3783
(Address)
McAllen, TX 78502
(City, State, Zip)

Notes: Date of Bond must be prior to date of Contract.
Provide correct name of Contractor, indicate corporation, partnership or an individual, as case may be.
Provide correct name of Surety and Surety must attach its original power of attorney to this BOND.
If Contractor is partnership, all partners must sign and execute BOND.
Indicate County or Parish and State.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal in the BOND; that _____ who signed the BOND on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the BOND was duly signed for and on behalf of the corporation by authority of its governing body.

_____ (Corporate Seal)
Secretary's Signature

PERFORMANCE BOND

Bond# 611622

KNOW ALL MEN BY THESE PRESENTS, that O.G. Construction Company LLC

(hereinafter called the Principal(s), as Principal(s), and Insurors Indemnity Company

hereinafter called the Surety(s), as Surety(s), are held and firmly bound onto Hidalgo County 2812 S. Bus. 281 Edinburg, TX 78539 (hereinafter called the Oblige), in the amount of Five Hundred Sixty Nine Thousand Five and 57/100***

Dollars ($ 569,005.57) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 2nd day of December 2008, for the Construction of Tower Road Drainage Item

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code, Section 2253.021 (b), for the benefit of Oblige and provisions of said Section to the same extent as if it were copied in length herein.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the 23rd day of January A.D., 2008 2009

ATTEST:

(Principal) Secretary
(SEAL)

Witness to Principal
125 W. Hawk Ave
(Address)
McAllen, TX 78504
(City, State, Zip)

O.G. Construction Company LLC
Principal

Signature

Omar F. Garcia
(Print / Type Name)
222 W. University Drive
(Address)
Edinburg, TX 78539
(City, State, Zip)

PERFORMANCE BOND (Continued)

ATTEST:

(Surety) Secretary
(SEAL)

Witness to Surety Debbie Valdez

620 W. Ferguson
(Address)
Pharr, TX 78577
(City, State, Zip)

Insurors Indemnity Company
Surety

Attorney-in-Fact (Signature)

Andy Alvarez
(Print / Type Name)

P.O. Drawer 3783
(Address)
McAllen, TX 78502
(City, State, Zip)

Notes: Date of Bond must be prior to date of Contract.
Provide correct name of Contractor, indicate corporation, partnership or an individual, as case may be.
Provide correct name of Surety and Surety must attach its original power of attorney to this BOND.
If Contractor is partnership, all partners must sign and execute BOND.
Indicate County or Parish and State.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal in the BOND; that _____ who signed the BOND on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the BOND was duly signed for and on behalf of the corporation by authority of its governing body.

_____ (Corporate Seal)
Secretary's Signature

AI-13778 **21.D.1.**

Request for Payment on Invoice No. 09008 and 09009 for Javier Hinojosa Engineering (Pct#3)

CC REGULAR

Date:	02/09/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 3

Information

CAPTION

Approval of Request for Payment on invoice no. 09008 in the amount of $3,500.00 for "City of Alton Drain Ditch" and invoice no. 09009 in the amount of $25,210.50 for "Bridge Improvements (Mile 2 North between Abram Rd and FM 492)" as submitted for consideration by contracted engineer, Javier Hinojosa Engineering.

BACKGROUND

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:

Amount available in PO#615907 is $3,500.00 for Javier Hinojosa Engineering.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-732

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

BUDGETARY IMPACT:

Amount available in PO#614949 is $50,421.00 for Javier Hinojosa Engineering.

Attachments

Link: Invoice No. 09008

Link: Invoice No. 09009

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2009 05:19 PM	APRV
2	Budget & Management	Veronica Lopez	02/04/2009 07:56 AM	APRV
3	Roland Garcia	Rolando Garcia	02/04/2009 02:53 PM	APRV
4	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Rocio Villarreal Started On: 02/03/2009 04:13 PM

Final Approval Date: 02/06/2009

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 09008

146955
C15907

INVOICE

Customer	
Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attn: Commissioner Joe M. Flores	Date: January 23, 2009 **Project: City of Alton Drain Ditch**

Description

Work Authorization No. 14

Engineering services rendered for preparation for survey and metes and bounds description for the City of Alton Drain Ditch located north of Mile 5 and east and west of S.H. 107.

Contract Amount:	**$3,500.00**
Amount To Date:	**$3,500.00**
Amount Paid To Date:	**$0.00**
Amount Due This Invoice:	**$3,500.00**

Office Use Only

INVOICE RECEIVED BY
DBC ON 1/29/09
GOODS/SERVICES RECEIVED BY
_____ ON 1/23/09

We Appreciate Your Business.

9-1203-431-00-123-049-0-733

14565
614949

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 09009

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: January 28, 2009

Project Name:
Bridge Improvements (Mile 2 North between Abram Road and FM 492)

Description

Engineering services rendered for completion of the Preliminary Phase and towards completion of the Design Phase for the Bridge Improvements on Mile 2 North located between Abram Road and FM 192).

P.O.#614949
CONTRACT AMT.: $50,421.00

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$12,605.25	100%	$12,605.25	$0.00	$12,605.25	$0.00
Design						
Phase 50%	$25,210.50	50%	$12,605.25	$0.00	$12,605.25	$12,605.25
Construction						
Phase 25%	$12,605.25	0%	$0.00	$0.00	$0.00	$12,605.25
TOTAL	**$50,421.00**	**50%**	**$25,210.50**	**$0.00**	**$25,210.50**	**$25,210.50**

TOTAL AMOUNT DUE THIS INVOICE: $25,210.50

Submitted By: Javier Hinojosa Engineering

Office Use Only

INVOICE RECEIVED BY _____ ON 1/29/09
GOODS/SERVICES RECEIVED BY _____ ON 1/29/09

9-1203-431-00-103-005-0-732

We Appreciate Your Business.

AI-13695 **21.E.1.**

To Award - Hidalgo County Health and Human Services-Renovation of Clinics (08-221A)

CC REGULAR

Date:	02/09/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Health & Human Services Dept.

Information

CAPTION

Presentation by project architect, VA Architecture, for discussion, consideration and approval to award the proposal received from CAS Companies (through Hidalgo County's membership/participation with TIPS (The Interlocal Purchasing System's awarded construction services vendor) for the provision of labor, materials and related accessories, as per plans and specifications developed by project architect, V-A Architecture for the project identified as "Hidalgo County Health and Human Services -Renovatoin of Clinics" (Project #08-221A-MSS) in the amount not to exceed $541,169.26.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-441-00-430-0XX-0-452

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

BUDGETARY IMPACT:

Clininc	Program	Proposal	Available Bal.	Over(Under)
Edinburg	022	129,923.08	151,439.79	21,516.71
McAllen	023	96,090.70	28,867.82	(67,222.88)
Weslaco	024	96,884.44	34,573.50	(62,310.94)
Mission	030	159,499.78	59,295.19	(100,204.59)
Elsa	034	23,196.17	38,319.18	15,123.01
Hidalgo	035	35,575.09	15,303.80	(20,271.29)
	Total-->	**541,169.26**	**327,799.28**	

Total Proposal $541,169.26
Total Available balance as of 2-5-09 $327,799.28
Clinics-->Edinburg, McAllen, Weslaco, Mission, Elsa, and Hidalgo
Funding pending approval of AI#13852

Attachments

Link: Award Recommendation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2009 05:01 PM	APRV
2	Budget & Management	Veronica Lopez	02/04/2009 07:37 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/05/2009 01:43 PM	APRV
4	Auditor's Office	Angela Garcia	02/05/2009 03:22 PM	APRV
5	Manuel Chapa	Manuel Chapa	02/05/2009 03:55 PM	APRV

Form Started By: Moises Salazar Started On: 01/29/2009 10:34 AM

Final Approval Date: 02/05/2009

January 27, 2009

V·A Architecture

Eddie Olivárez, Director
Hidalgo County Health & Human Services Department
1304 S. 25th
Edinburg, Texas 78539

RE: Hidalgo County Health and Human Services - Renovation of Clinics
Edinburg, Elsa, Hidalgo, McAllen, Mission, Weslaco

Dear Mr. Olivarez,

Based on our review of the proposal submitted by CAS Companies for the renovation work at multiple clinics, meetings with your office, and negotiations with CAS Companies, we recommend that the proposal be approved as follows:

Proposal A:	**Edinburg:** Base proposal	$129,923.08
Proposal B:	**Elsa:** Base proposal	$22,112.92
Alternate #2	Resurface the plastic lam. counter top on the base cabinet in Rm. 116	$1,083.25
Proposal C:	**Hidalgo:** Base proposal	$32,663.11
Alternate #3	Replace all non-ADA compliant locksets	$2,911.98
Proposal D:	**McAllen:** Base proposal	$34,428.32
Alternate #5	Provide new VCT & vinyl base at Rms. 101 & 138	$9,789.75
Alternate #7	Paint all interior walls, doors, & frames	$45,597.63
Proposal E:	**Mission:** Base proposal	$159,499.78
Proposal F:	**Weslaco:** Base proposal	$103,159.44
Total		**$541,169.26**

The approval of this proposal specifically includes the following modifications to the scope of work that your department has requested:

1	Delete the cleaning of the HVAC ducts at the Weslaco Clinic.	($6,275.00)
2	Provide new VCT and vinyl base at rooms 134-141at the McAllen Clinic	$5,275.00
3	Add this amount the Betterment Allowance to the McAllen Clinic	$1,000.00
TOTAL PROJECT COST IMPACT FOR THESE MODIFICATIONS		**$0.00**

Should you have any questions, please phone our office.

Sincerely,

Tomás René Canul

cc: Rigoberto Hinojosa, Director of Operations, Hidalgo County Health & Human Svcs. Dept.
Moisés Salazar, Hidalgo County Purchasing Dept.

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

AI-13750 **21.F.1.**

Toromont Energy Systems-Notice of Services

CC REGULAR

Date:	02/09/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Buildings & Grounds

Information

CAPTION

Pursuant to article ten (10) of the current agreement between Hidalgo County and contracted vendor- "Toromont Energy Systems" notice of the acquisition of Toromont's HVAC Marine Service Branch assets by "EP Hvac US Inc.", with request for approval of assignment of said contract #C-08-322-09-16 to EP Hvac US Inc.

BACKGROUND

Legal counsel has reviewed the information and concurs with agenda item caption.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

No fiscal impact at this time, this is for change of status with current awarded vendor.

Attachments

Link: TOROMONT CONTRACT DOCUMENT

Link: TOROMONT LETTER

Link: EP Hvac Inc. (New Vendor)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2009 05:10 PM	APRV
2	Budget & Management	Veronica Lopez	02/04/2009 07:41 AM	APRV
3	Dale Kennan	Dale Kennan	02/04/2009 08:34 AM	APRV
4	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Vangie Garcia Started On: 02/02/2009 11:30 AM

Final Approval Date: 02/06/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-322-09-16

THIS CONTRACT is made and entered into this **16th** day of **September**, **2008** by and between the **County Of Hidalgo, Texas** ("County"), and **Toromont Energy Systems, Inc. a Delaware Corporation** ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Service & Repairs of Chillers and General HVAC Equipment**" (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 within Hidalgo County for "**Service and Repairs of Chillers and General HVAC Equipment**". 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 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 **September 16, 2008** and ending on **September 16, 2009**, and maybe extended at the sole discretion of County for an additional one (1) year 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

coverage's 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 **Toromont Energy Systems, Inc**
Attn: Felix Word
2140 Wellspring
Beaumont, Texas 77705

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 16th day of September, 2008.

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Toromont Energy
By: _____
Printed Name: Felix J. Word
Title: Service Supervisor

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

By: _____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY BUILDING AND GROUNDS
"Service and Repairs of Chillers and General HVAC Equipment"
Bid No.: 2008-322-09-03-SMA

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

SCOPE OF SERVICES:

The requirement services and repairs contract will encompass all services project-related to Chillers, General HVAC Equipment and delivery parts to the Hidalgo County including, but not limited to, the following:

REQUIREMENTS:

1. The service contract will be on an Hourly/Time repair rate which commences upon arrival at the job site.

2. Vendor will respond for service within a two (2) hour minimum to a four (4) hours maximum time frame.

3. All repairs and services (with mark up rate), will be on an "AS NEEDED BASIS-ONLY" There is no guaranteed of an annual volume, for either services and/or repairs.

4. Vendor will provide original equipment manufacturer (OEM) repair parts.

5. Vendor must have sufficient Certified HVAC personnel staff, with a minimum of four (4) years experience, assignee to Hidalgo County service contract. The County requires a minimum of two certified HVAC personnel and at least two assistants.

6. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.

7. In the event of complete chiller failure, and at the request and final approval of the Hidalgo County Building and Grounds Director, contractor should have the ability to quickly provide portable air conditioning or other types of emergency equipment until chiller is fully operational. Vendor will supply Hidalgo County with a bid for portable air conditioning equipment.

8. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications.

9. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

10. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.

11. Vendor shall possess at the time of opening of the RFB all necessary permits of licenses required for the sale of these products and/or services. This section will contain any licenses, certifications and assurances as required by Hidalgo County, the State of Texas, the Original Equipment Manufacturer, etc. ensuring the vendor (s) is an authorized distributor.

12. Vendor (s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

13. Utilization of Personnel and Materials: Vendor shall make every effort to provide services in an efficient and cost effective manner. This includes dispatching a technician that is able to perform the work within a reasonable time period, billing for helpers only when absolutely necessary for performance of the work, and minimizing unnecessary parts replacement.

BID AWARD:

14. All bidders are hereby notified that Hidalgo County shall consider all factors it believes to be relevant in selecting the bid that provides the best value for Hidalgo County including, but not limited to the following:

    a. The overall purchase price.

    b. Response Time: The proximity of the bidder as it relates to the ability to perform contract for Hidalgo County. Hidalgo County will consider as a determining factor to award this project to the vendor committed to respond to less than a two (2) hour guaranteed service response time frame.

    c. The reputation of the bidder.

    d. The quality of the bidder's goods or services from references.

    e. The bidder's past performance.

15. Hidalgo County prefers to award the entire contract to a single Vendor; although, the County reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up vendor to be used in emergency situations in the event the primary vendor is unable to respond as needed.

16. Hidalgo County may award to a secondary vendor that will be called under the following circumstances:
    a) When primary awarded vendor does not arrive within the two (2) hour commitment or informs the County of its inability to comply.
    b) When the County finds that an additional service provider is required due to simultaneous break downs have occurred.

17. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

BID PAGE

18. Bids will be considered irregular and may be rejected by Hidalgo County if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, Hidalgo County reserves the right to waive any irregularities and to make the award providing the best value to the County.

19. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year term under the same rates terms and conditions.

2. County reserves the right to continue this contract for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term

3. County will seek the purchase of parts and service from state awarded vendors and under cooperative purchasing participation whenever it is, in the County's best interest to do so.

4. After contract is awarded if/and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.

5. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires
   (b) Delivery acceptance of products and/or performance of services ordered, or
   (c) Terminated by County with thirty (30) day"s written notice prior to cancellation.

6. Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly ware. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract

7. All invoices will be reviewed for billed hours, materials and parts used, and for compliance

with contract terms and conditions prior to approving invoice for payment.

8. References: Lists of references are required by Hidalgo County.

9. Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

a) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a

price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

10. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, August 27, 2008 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, August 29 , 2008 by 5:00 p.m.

EXHIBIT "B"
VENDOR'S RESPONSE

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY BUILDINGS AND GROUNDS

" Service and Repairs of Chillers and General HVAC Equipment "

Bid No. 2008-322-09-03-SMA

RECEIVED
SEP 08 2008
By

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

The Repair contract will be for hourly/time repair rate upon arrival at the job site.

SERVICING CHILLERS

A.) NORMAL BUSINESS HOURS:

1.) Technician: $62.00
2.) Assistant: $50.00

B.) AFTER HOURS: (Weekends & Holidays)

1.) Technician: $93.00
2.) Assistant: $75.00

C.) PARTS:

Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly ware. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract

1.) Cost plus 33 %

D.) WARRANTIES:

1.) All: all parts 1-year
all labor 30 days

E.) TIME OF RESPONSE

1.) Chillers within 2 (hrs)

SERVICING GENERAL HVAC EQUIPMENT

A.) NORMAL BUSINESS HOURS

1.) Technician: $62.00
2.) Assistant: $50.00

B.) AFTER HOURS (Weekends & Holidays)

1.) Technician: $93.00
2.) Assistant: $75.00

C.) PARTS

Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly ware. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract

1.) Cost plus 33 %

D.) WARRANTIES

1.) All: all parts 1-year
all labor 30 days

E.) TIME OF RESPONSE

1.) General Equipment within 2 (hrs.)

F.) EMERGENCY EQUIPMENT

1.) Portable Chiller (per day) $356.00
(per week) $2394.00
(per month) $7448.00
2.) Hourly Rate: $62.00
3.) Set-up time & removal: one day each for set up and removal times
2 technicians

BIDDER'S/COMPANYNAME: Toromont Energy Systems

ADDRESS: 3150 N. Indiana

CITY: Brownsville STATE: TX ZIP CODE 78520

PHONE No. 877-877-3939 FAX No. 409-722-8893

SIGNATURE OF AUTHORIZED PERSON: Felix J. Word

PRINTED NAME: Felix J. Word TITLE: Service Supervisor Brnsv. Branch

E-MAIL ADDRESS: fword@toromontsystems.com

EXHIBIT "C"
INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/12/2008

PRODUCER
Aon Risk Insurance Services West, Inc.
fka Aon Risk Services, Inc. of Arizona
1850 North Central Avenue
Suite 1700
Phoenix AZ 85004 USA

PHONE (866) 283-7122 FAX (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Discover Property & Casualty Ins Co	36463
INSURER B:	Fidelity & Guaranty Ins Co	35386
INSURER C:		
INSURER D:		
INSURER E:		

INSURED
Toromont Energy Systems Inc.
2140 Well Spring
Beaumont TX 77705 USA

COVERAGES

*SIR May Apply

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

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC	D003Q00094	07/01/08	07/01/09	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$100,000
						MED EXP (Any one person)	Excluded
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$10,000,000
						PRODUCTS - COMP/OP AGG	$1,000,000
						SIR/Ded	$250,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON OWNED AUTOS	D003A00271 Automobile - AOS &TX	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS /UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION				EACH OCCURRENCE	
						AGGREGATE	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	D003W00324 Workers' Compensation-AC	07/01/08	07/01/09	[X] WC STATUTORY LIMITS [ ] OTHER	
A		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	D003W00323 Workers' Compensation -	07/01/08	07/01/09	E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DISEASE-POLICY LIMIT	$1,000,000
		OTHER					

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

The County of Hidalgo is named as an Additional Insured excluding Workers Compensation and Employers Liability as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions. Cancellation Provision shown herein is subject to shorter or

CERTIFICATE HOLDER

County of Hidalgo
Purchasing Dept.
100 E. Cano
4th. Floor
Admin. Bldg.
Edinburg TX 78539 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Aon Risk Insurance Services West Inc.*

Holder Identifier :

Certificate No : 570029036068

TOROMONT ENERGY SYSTEMS

Calgary • Houston • Salt Lake • Princeton

10815 Telge Road Houston, TX 77095 USA
Tel: (281) 345-9300 Fax: (281) 345-7434

January 26, 2009

Attn: Purchasing Department
County of Hidalgo
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Re: Bid No. 2008-322-09-03-SMA

Dear Sir,

This letter servers as authorization for the County of Hidalgo to transfer the following service agreement to EP Hvac US Inc..

Hidalgo County Buildings and Grounds
"Service and Repair of Chillers and General HVAC Equipment"
Bid No. 2008-322-09-03-SMA

On January 21, 2009 EP Hvac US Inc purchased the assets of the HVAC Marine Service branch from Toromont Energy Systems Inc..

Toromont Energy Systems Inc. assigns the contract and all of its benefits and responsibilities to EP HVAC US Inc. in the selling of assets of the HVAC Marine Services branch to EP HVAC US Inc. With this letter, we will not need to amend or take further action on the agreement.

Please note that all monies due and payable to Toromont Energy Systems Inc. on invoices generated prior to sale are still due and payable to Toromont Energy Systems Inc..

Sincerely,

Sheryl A. Burford
Controller, USA
Toromont Energy Systems Inc.
281-856-6005

EP HVAC US Inc.

EP HVAC US Inc.
2140 Wellspring Drive
Beaumont, Texas
77705

29 December 2008

Subject: <u>Assumption of Contracts from Toromont Energy Systems</u>

To Whom It May Concern:

Subject to the successful closing of sale on 31 December 2008, EP HVAC US Inc. will assume the responsibilities associated with current service contracts agreed between Toromont Energy Systems and your firm.

EP HVAC US Inc. is a management owned and operated company, and will offer the same level of service and commitment to Toromont's clientele. The former managers of the Marine and Offshore HVAC business operated in Beaumont and Brownsville are active participants in this new company. We look forward to the opportunity to continue to serve our friends and clients in the future under our new regime.

Sincerely,

K Downs

RECEIVED
JAN 20 2009
0.3:48pm

Kevin Downs
President,
EP HVAC US Inc.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

LEDFORD INSURANCE AGENCY, L.L.C.
P. O. BOX 157
BROOKSHIRE, TX. 77423

PH. #281-375-5075 FAX #281-375-8399

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

EP HVAC US, INC.
2140 WELLSPRING DRIVE
BEAUMONT, TX. 77705

COMPANIES AFFORDING COVERAGE

COMPANY A: LEXINGTON INSURANCE COMPANY

COMPANY B: U. S. FIRE INSURANCE COMPANY

COMPANY C: GRANITE STATE INSURANCE COMPANY

COMPANY D:

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR OWNER'S & CONTRACTOR'S PROT	4052467 INCLUDES BLANKET WAIVER OF SUBROGATION AND BLANKET ADDITIONAL INSUREDS PER WRITTEN CONTRACT;IN REM; GULF OF MEXICO AND 60 DAYS NOTICE OF ANY MATERIAL CHANGE.	01-15-09	01-15-10	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	$ 2,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000 $ 50,000 $ 50,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	1337272758	01-15-09	01-15-10	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ 1,000,000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	$ $ $
A	EXCESS LIABILITY UMBRELLA FORM X OTHER THAN UMBRELLA FORM	1945174 FOLLOWING FORM OF ALL PRIMARY COVERAGES.	01-15-09	01-15-10	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: X INCL EXCL OTHER	WC1082621 INCLUDES BLANKET WAIVER OF SUBROGATION PER WRITTEN AGREEMENT; IN REM; GULF OF MEXICO EXTENSION; U.S.L&H; 30 DAYS NOTICE OF ANY MATERIAL CHANGE.	01-15-09	01-15-10	X WC STATU-TORY LIMITS OTH-ER EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

INSURED PERFORMS MARINE AND OFFSHORE HEATING, VENTILATION AND AIR CONDITIONING SERVICE ALONG WITH INSTALLATION.

CERTIFICATE HOLDER

COUNTY OF HIDALGO
PURCHASING DEPARTMENT
100 E. CANO, 4TH FLOOR
ADMIN. BUILDING
EDINBURG, TX. 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John R Ledford

ACORD 25-S (1/95)

© ACORD CORPORATION 1988

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
EP HVAC US INC

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
2140 WELLSPRING DRIVE

Requester's name and address (optional)

City, state, and ZIP code
BEAUMONT, TEXAS 77705

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
: :

or

Employer identification number
26 : 3847194

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 1-30-2009

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

AI-13768 **21.F.2.**

Aluminum Rolling Shutters/Security Measure

CC REGULAR

Date:	02/09/2009
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Presentation for discussion, acceptance and approval of a proposal from CAS Companies d/b/a Clean Air Solutions through the county's participation/membership with (TIPS) The Interlocal Purchasing System contract 1052507 needed for the urgent and necessary security related reasons (i.e. vandalism and prevention of damage to county property) to the Hidalgo County South Tower Multi-Purpose Facility & Park, with authority to issue a purchase order for same under project in an amount not to exceed as follows:

Requisition #148235:

A. Install (4) 24" X 24" Extruded Aluminum Rolling Shutters.
B. Install (4) 48" X 24" Extruded Aluminum Rolling Shutters.
C. Shutters will have interior manual controls.
D. Install (1) 128" X 120" Vertical (Electric Operated) Extruded Aluminum Rolling Shutter.

for the total amount of $16,942.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

Funding is available for this project as of 2/5/09.

Attachments

Link: CAS Quote

Link: Request

Link: Security Measures

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/05/2009 01:05 PM	APRV
2	Budget & Management	Veronica Lopez	02/05/2009 01:09 PM	APRV
3	Dale Kennan	Dale Kennan	02/05/2009 02:45 PM	APRV

4	Auditor's Office	02/06/2009 08:34 AM	NEW
Form Started By: Matilde Faz		Started On: 02/03/2009 02:51 PM	
Final Approval Date: 02/06/2009			

January 27, 2009

CAS Companies

Javier Carreon
Project Manager
Hidalgo County Buildings & Grounds
PO Box 1356
Edinburg, Texas 78540

via email: javier.carreon@co.hidalgo.tx.us

RE: Hidalgo County
South Tower Multi-Purpose Facility & Park
1429 So. Tower Rd.
Alamo, TX. 78516
CAS Quote # 2009-052-06

Dear Mr. Carreon:

CAS Companies (Clean Air Solutions) is pleased to provide you with this proposal for the emergency repairs to the Hidalgo County South Tower Multi-Purpose Facility & Park.

CAS Companies is an approved contractor through **The Interlocal Purchasing System (TIPS) Contract No. 1052507** whom Hidalgo County would contract with to perform the work as described in the scope of work below.

This bid and the detailed services are being offered through Texas Interlocal Cooperation Act. By utilizing the TIPS program, Hidalgo County will automatically be dealing with a Qualified, Professional Contractor that meets the strict requirements for contract vendors and will be satisfying all state bid requirements. This results in savings to Hidalgo County by reducing the time and expense for the bid process and will allow the work to be completed in a more timely manner.

1708 Santa Ana Avenue
Rancho Viejo, Texas 78575
Phone: 888.599.4747
Fax: 956.350.2420

111 Brand Lane, Suite 400
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

Scope of Work

We propose to furnish Labor, Material, Equipment, and Insurance to complete the following scopes of work:

1. Install (4) 24"x24" Extruded Aluminum Rolling Shutters.
2. Install (4) 48"x24" Extruded Aluminum Rolling Shutters.
3. Shutters will have interior manual controls.
4. Install (1) 128"x120" Vertical (Electric Operated) Extruded Aluminum Rolling Shutter.
4. CAS will comply with all Hidalgo County Safety standards and requirements.

Proposal amount ----------$16,942.00

Thank you for this opportunity to work with you on this project.

Sincerely,

Allan R. Moore

Allan R. Moore

CAS Companies
111 Brand Lane, #400
Stafford, Texas 77477
Toll: 888-599-4747
Fax: 281-499-6655

Trades, Temporary Labor & Materials
Contract #1052507
(Ref: TIPS)
Contact – Kim Thompson
866-839-8477

Moises Salazar

From: Darlene Betancourt [darlene.betancourt@co.hidalgo.tx.us]
Sent: Tuesday, February 03, 2009 9:49 AM
To: 'Moises Salazar'
Subject: FW: Rolling shutters for windows at South Tower CRC

For your information.

Darlene H. Betancourt, CPPB
Procurement Process & Data Manager
Hidalgo County Purchasing Department
2802 S. Business Highway 281
Edinburg, Texas 78539
(956) 292-7000 x-4852
(956) 292-7612 (Fax)
darlene.betancourt@co.hidalgo.tx.us

From: Valde [mailto:valde.guerra@co.hidalgo.tx.us]
Sent: Tuesday, February 03, 2009 8:30 AM
To: 'Daniel Flores'
Cc: raul.silguero@co.hidalgo.tx.us; charlie@co.hidalgo.tx.us; 'Humberto Garza'; 'Darlene Betancourt'
Subject: RE: Rolling shutters for windows at South Tower CRC

k. Funding is coming from which budget?

From: Daniel Flores [mailto:daniel.flores@co.hidalgo.tx.us]
Sent: Friday, January 30, 2009 8:16 AM
To: Valde
Cc: raul.silguero@co.hidalgo.tx.us; charlie@co.hidalgo.tx.us; Humberto Garza; Darlene Betancourt
Subject: Rolling shutters for windows at South Tower CRC

Valde, Buildings and Grounds was instructed by Commissioner Palacios to find someone who could install window shutters on windows at the South Tower CRC. CAS TIPS contractor is giving us a price of $7050.00 for approximately 8 windows.
As per Commissioner he wants them installed due to vandalism. I will present this quote today to the Commissioner to get his OK.

Hidalgo County
Precinct No. 2
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

To: Martha Salazar, Purchasing Dept.

From: Hector "Tito" Palacios, Commissioner, Hidalgo County Precinct No.2

Date: February 05, 2009

Re: South Tower Multi-Purpose Facility & Park

Marty, due to the vandalism, thefts, and the safety our employees and the citizens of this area , I am requesting to install aluminum rolling shutters to the windows and front doors at the new Alamo CRC. This type of equipment will serve as a safety precautionary measure to the building and its contents. This system will hopefully contain any type of break-ins to the building. Upon reviewing the quote submitted by CAS Companies, I'm recommending that we proceed with this project. This project will be funded by Building/Grounds. Precinct NO 2 would like for Hidalgo County Purchasing Department to proceed accordingly and place this item on Commissioners Court on the February 10th, 2009 meeting.

If you have any questions or require further information, please contact Charlie Contreras at 787-1891.

Sincerely,

cc: Humberto Garza, Chief Adm.
Charlie Contreras, Special Project Manager

301 EAST STATE STREET PHARR, TEXAS 78577 TEL: 956.787.1891 FAX: 956.787.4683

AI-13698 **21.G.1.**

BCAP Pct. No. 3 - WA #5

CC REGULAR

Date:	02/09/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #5 (with a proposed fee of $105,929.32) with L & G Engineering Laboratory, LLC, to provide Construction Material Testing Services to Hidalgo County Precinct No. 3 for Border Colonia Access Program Round III Projects.
C-CAP-08-024-09-02

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-123-XXX-X-339

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

BUDGETARY IMPACT:

Please see attached available balances in year 8, pending carryovers to year 9.

Attachments

Link: Work Authorization No. 5

Link: Fund Acct A

Link: Fund Acct B

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Darlene Betancourt	Darlene Betancourt	02/03/2009 04:46 PM	APRV
2	Purchasing Department	Marty Salazar	02/03/2009 05:07 PM	APRV
3	Budget & Management	Veronica Lopez	02/04/2009 07:38 AM	APRV
4	Roland Garcia	Rolando Garcia	02/04/2009 02:16 PM	APRV
5	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Marcie Jackson Started On: 01/29/2009 12:05 PM

Final Approval Date: 02/06/2009

Emailed to IXOM
1.29.09
A-I13698
2/10/09

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-024-09-02
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 the Border Colonia Rd. III Project in Hidalgo County Precinct No. Three (3).

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$ 105,929.32** . This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No.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.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 05.

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 _____, 2009.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By:_____
Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

By:_____
Juan D. Salinas III, County Judge

ATTEST:

By:_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Border Colonias Rd. III Project in Hidalgo County Precinct No. Three (3)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Border Colonias Rd. III Project.**

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Border Colonias Rd. III Project in Hidalgo County Precinct No. Three (3)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Border Colonias Rd. III Project in Hidalgo County Precinct No. Three (3).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: **Border Colonias Rd. III Project in Hidalgo County Precinct No. Three (3)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 3** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-CAP-08-024-09-02.**

ATTACHMENT "D"
Cost Proposal

PROJECT: **Border Colonias Rd. III Project in Hidalgo County Precinct No. Three (3).**

Contract # C-CAP-08-024-09-02
Border Colonia RD III
Colonia Name

Ariel Hinojosa	$	4,098.85
Basham #14	$	6,950.83
Basham #18	$	4,700.60
Dude Hill #1	$	2,465.43
Hilda Subdv. #2	$	5,117.42
La Homa Grove Estates	$	4,363.77
La Suena	$	10,052.99
Monica Acres	$	3,055.75
Palm Lake Estates #1	$	25,201.75
Ramon Leal	$	2,420.99
Vereda Tropical	$	4,075.38
Casa de los ~~Venos~~ Vecinos	$	15,131.45
Loma Linda Heights	$	18,294.11
Total	**$**	**105,929.32**

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
8-1312-431-00-123-055-0-339	ARIEL HINOJOSA SUBD-OTHER PROF SRVS	4,098.85	.00	.00	.00	4,098.85	.00
8-1312-431-00-123-079-0-339	BASHAM #14-OTHER PROFESSIONAL SRVS	6,950.83	.00	.00	.00	6,950.83	.00
8-1312-431-00-123-082-0-339	BASHAM #18-OTHER PROFESSIONAL SRVS	4,700.60	.00	.00	.00	4,700.60	.00
8-1312-431-00-123-234-0-339	DUDE HILL #1-OTHER PROFESSIONAL SERVICES	2,465.43	.00	.00	.00	2,465.43	.00
8-1312-431-00-123-324-0-339	HILDA SUBDIVISION #2-OTHER PROFESSNL SRV	5,117.42	.00	.00	.00	5,117.42	.00
8-1312-431-00-123-380-0-339	LA HOMA GROVE ESTATES-OTHER PROFESNL SRV	4,363.77	.00	.00	.00	4,363.77	.00
8-1312-431-00-123-397-0-339	LA SUENA SUBDIVISION-OTHER PROFESSNL SRV	10,052.99	.00	.00	.00	10,052.99	.00
8-1312-431-00-123-470-1-339	MONICA ACRES-OTHER PROFESSIONAL SRV	3,055.75	.00	.00	.00	3,055.75	.00
8-1312-431-00-123-536-0-339	PALM LAKE ESTATES #1-OTHER PROFESSNL SRV	25,201.75	.00	.00	.00	25,201.75	.00
8-1312-431-00-123-591-0-339	RAMON LEAL SUBDIVISION-OTHER PROFSNL SRV	2,420.99	.00	.00	.00	2,420.99	.00
8-1312-431-00-123-780-1-339	VEREDA TROPICAL-OTHER PROFESSIONAL SRV	4,075.38	.00	.00	.00	4,075.38	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND III		**72,503.76**	**.00**	**.00**	**.00**	**72,503.76**	**.00**
8 YEAR		**72,503.76**	**.00**	**.00**	**.00**	**72,503.76**	**.00**

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
9-1312-431-00-123-141-0-339	CASA DE LOS VECINOS-OTHER PROFSNL SRV	15,131.45	.00	.00	.00	15,131.45	.00
9-1312-431-00-123-421-0-339	LOMA LINDA HEIGHTS-OTHER PROFSNL SRV	18,294.11	.00	.00	.00	18,294.11	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND III		**33,425.56**	**.00**	**.00**	**.00**	**33,425.56**	**.00**
9 YEAR		**33,425.56**	**.00**	**.00**	**.00**	**33,425.56**	**.00**

AI-13802 **21.H.1.**

BCAP PRECINCT NO 1 - WA NO 6

CC REGULAR

Date:	02/09/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.1

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #6 (with a proposed fee of $1,478.10) with L & G Engineering Laboratory, LLC to provide services to Hidalgo County Precinct No. 1 for Border Colonia Access Program Round II Projects. C-CAP-08-022-09-02

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-121-245-1-339

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

BUDGETARY IMPACT:

El Monte-Other Prof Serv.-Available Balance as of 2-5-09 $1,483.46, pending closing of period 13.

Monies are currently reflecting in calendar year 2008, refer to attached expense report.

Attachments

Link: El Monte Work Authorization No 6

Link: Fund

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dina Trevino	Dina Trevino	02/05/2009 05:20 PM	APRV
2	Purchasing Department	Marty Salazar	02/05/2009 05:32 PM	APRV
3	Budget & Management	Veronica Lopez	02/06/2009 07:41 AM	APRV
4	Ivan Cantu	Ivan Cantu	02/06/2009 07:53 AM	APRV
5	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Marcie Jackson Started On: 02/04/2009 10:39 AM

Final Approval Date: 02/06/2009

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-022-09-02
Work Authorization Form

WORK AUTHORIZATION NO. 06

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 El Monte Subdivision – 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 **$1,478.10**. 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.06 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. # 06.

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

By: Jacinto Garza

THE OWNER:
HIDALGO COUNTY

By: Juan D. Salinas, III, County Judge

ATTEST:

_____
by: Arturo Guajardo, J.R. - County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **El Monte – 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 **El Monte Subdivision – Construction Project in Hidalgo County Precinct No. One (1)**

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **El Monte Subdivision – 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 **El Monte Subdivision– 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: **El Monte Subdivision – 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: **El Monte Subdivision – Construction Project in Hidalgo County Precinct No. One (1)**

See Attached

Attachment D
El Monte Subdivision (1,721 L.F.)
Prepared For Hidalgo County Pct. No. 1

Roadway Base Materials Testing - Laboratory				
Tech Time	1.5	Hrs.	$44.95	$67.43
Trip Charge	21	Mi.	$0.488	$10.25
Sieve Analysis	1	Ea.	$49.35	$49.35
Texas Wet Ball Mill	1	Ea.	$191.95	$191.95
Atterberg	1	Ea.	$49.35	$49.35
Moisture-Density Determ	1	Ea.	$175.45	$175.45
Clerical (Admin.-Reports)	0.5	Hrs.	$43.85	$21.93
Eng. Spec.	0.25	Hrs.	$60.30	$15.08
Engineer	0.25	Hrs.	$139.15	$34.79
			Sub.	**$615.56**
Base Material Field Density Testing				
Tech Time	1.5	Hrs.	$44.95	$67.43
Trip Charge	21	Mi	$0.488	$10.25
Comp. Test	3	Ea.	$19.75	$59.25
Clerical (Admin.-Reports)	0.5	Hrs.	$43.85	$21.93
Eng. Spec.	0.25	Hrs.	$60.30	$15.08
Engineer	0.25	Hrs.	$139.15	$34.79
			Sub.	**$208.71**
Asphalt Testing-Field and Laboratory				
Tech Time	2	Hrs.	$44.95	$89.90
Trip Charge	42	Mi	$0.488	$20.50
Rolling Patterns	1	Ea.	$32.85	$32.85
Laboratory Molded (ga)	2	Ea.	$27.45	$54.90
%AC-Grad	1	Ea.	$191.85	$191.85
Rice Gravity (gr)	1	Ea.	$93.20	$93.20
Clerical (Admin.-Reports)	0.5	Hrs.	$43.85	$21.93
Asphalt Thickness	3	Ea.	$32.95	$98.85
Eng. Spec.	0.25	Hrs.	$60.30	$15.08
Engineer	0.25	Hrs.	$139.15	$34.79
			Sub.	**$653.83**

Total Estimated Material Testing Fees $1,478.10

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II						
8-1311-431-00-121-245-1-339 EL MONTE-OTHER PROF SRV	2,194.16	.00	710.70	710.70	1,483.46	32.39
1311 BORDER COLONIA ACCESS PROGRAM ROUND II	**2,194.16**	**.00**	**710.70**	**710.70**	**1,483.46**	**32.39**
8 YEAR	**2,194.16**	**.00**	**710.70**	**710.70**	**1,483.46**	**32.39**

AI-13810 **21.H.2.**

BCAP PRECINCT NO 1 - WA NO 7

CC REGULAR

Date:	02/09/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.1

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization #7 (with a proposed fee of $1,298.84) with L & G Engineering Laboratory, LLC to provide services to Hidalgo County Precinct No. 1 for Border Colonia Access Program Round II Projects. C-CAP-08-022-09-02

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-121-865-1-339

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

BUDGETARY IMPACT:

Available Balance as of 2-6-09 $740.28; additional funding in the amount of $558.56 is pending approval of AI #13807.

Monies are currently reflecting on calendar year 2008, pending closing of period 13.

Attachments

Link: Dimas #1 Work Authorization No 7

Link: Fund

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dina Trevino	Dina Trevino	02/05/2009 05:21 PM	APRV
2	Purchasing Department	Marty Salazar	02/05/2009 05:32 PM	APRV
3	Budget & Management	Veronica Lopez	02/06/2009 07:41 AM	APRV
4	Ivan Cantu	Ivan Cantu	02/06/2009 08:02 AM	APRV
5	Auditor's Office		02/06/2009 08:34 AM	NEW

Form Started By: Marcie Jackson Started On: 02/04/2009 11:51 AM

Final Approval Date: 02/06/2009

HIDALGO COUNTY

Professional Engineering Services
Contract # C-CAP-08-022-09-02
Work Authorization Form

WORK AUTHORIZATION NO. 07

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 Dimas # 1 Subdivision – 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 **$1,298.84**. 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.07 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. # 07.

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:	THE OWNER:
L&G ENGINEERING LABORATORY, LLC	HIDALGO COUNTY
_____	_____
By: Jacinto Garza	By: Juan D. Salinas, III, County Judge

ATTEST:

_____
by: Arturo Guajardo, J.R. - County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Dimas #1 Subdivision – 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 **Dimas # 1 Subdivision – Construction Project in Hidalgo County Precinct No. One (1)**

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Dimas #1 Subdivision – 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 **Dimas #1 Subdivision – 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: **Dimas #1 Subdivision – 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: **Dimas # 1 Subdivision – Construction Project in Hidalgo County Precinct No. One (1)**

See Attached

Attachment D
Dimas #1 Subdivision (889 L.F.)
Prepared For Hidalgo County Pct. No. 1

Roadway Base Materials Testing - Laboratory				
Tech Time	1.5	Hrs.	$44.95	$67.43
Trip Charge	16	Mi.	$0.488	$7.81
Sieve Analysis	1	Ea.	$49.35	$49.35
Texas Wet Ball Mill	1	Ea.	$191.95	$191.95
Atterberg	1	Ea.	$49.35	$49.35
Moisture-Density Determ	1	Ea.	$175.45	$175.45
Clerical (Admin.-Reports)	0.25	Hrs.	$43.85	$10.96
Eng. Spec.	0.25	Hrs.	$60.30	$15.08
Engineer	0.25	Hrs.	$139.15	$34.79
			Sub.	**$602.16**
Base Material Field Density Testing				
Tech Time	1	Hrs.	$44.95	$44.95
Trip Charge	16	Mi	$0.488	$7.81
Comp. Test	2	Ea.	$19.75	$39.50
Clerical (Admin.-Reports)	0.25	Hrs.	$43.85	$10.96
Eng. Spec.	0.25	Hrs.	$60.30	$15.08
Engineer	0.25	Hrs.	$139.15	$34.79
			Sub.	**$153.08**
Asphalt Testing-Field and Laboratory				
Tech Time	1	Hrs.	$44.95	$44.95
Trip Charge	32	Mi	$0.488	$15.62
Rolling Patterns	1	Ea.	$32.85	$32.85
Laboratory Molded (ga)	1	Ea.	$27.45	$27.45
%AC-Grad	1	Ea.	$191.85	$191.85
Rice Gravity (gr)	1	Ea.	$93.20	$93.20
Clerical (Admin.-Reports)	0.5	Hrs.	$43.85	$21.93
Asphalt Thickness	2	Ea.	$32.95	$65.90
Eng. Spec.	0.25	Hrs.	$60.30	$15.08
Engineer	0.25	Hrs.	$139.15	$34.79
			Sub.	**$543.60**

Total Estimated Material Testing Fees $1,298.84

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II						
8-1311-431-00-121-865-1-339 DIMAS #1-OTHER PROF SRV	1,450.98	.00	710.70	710.70	740.28	48.98
1311 BORDER COLONIA ACCESS PROGRAM ROUND II	**1,450.98**	**.00**	**710.70**	**710.70**	**740.28**	**48.98**
8 YEAR	**1,450.98**	**.00**	**710.70**	**710.70**	**740.28**	**48.98**