AI-17815 **6.D.**

Duties & evaluation of Veterans Service Officer

CC REGULAR

Date:	10/06/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Duties & evaluation of Veterans Service Officer

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/01/2009 01:41 PM	APRV
2	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Monica Badillo Started On: 10/01/2009 09:53 AM

Final Approval Date: 10/02/2009

AI-17820 **6.E.**

Claim of Miguel Saldana

CC REGULAR

Date:	10/06/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Potential Litigation - Notice of Claim - Miguel Saldana

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/01/2009 01:50 PM	APRV
2	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Monica Badillo — Started On: 10/01/2009 11:22 AM

Final Approval Date: 10/02/2009

AI-17761 **6.F.**

Claim of AT&T

CC REGULAR

Date:	10/06/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/30/2009 09:32 AM	APRV
2	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Aida Alvarez Started On: 09/30/2009 09:13 AM

Final Approval Date: 10/02/2009

AI-17746 **6.G.**

Claim of Melissa Flores

CC REGULAR

Date:	10/06/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Melissa Flores

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/29/2009 11:52 AM	APRV
2	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Aida Alvarez Started On: 09/29/2009 11:13 AM

Final Approval Date: 10/02/2009

AI-17816 **7.D.**

Duties & evaluation of Veterans Service Officer

CC REGULAR

Date:	10/06/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Duties & evaluation of Veterans Service Officer

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/01/2009 01:41 PM	APRV
2	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Monica Badillo Started On: 10/01/2009 09:55 AM

Final Approval Date: 10/02/2009

AI-17821 **7.E.**

Potential Litigation - Notice of Claim - Miguel Saldana

CC REGULAR

Date:	10/06/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Potential Litigation - Notice of Claim - Miguel Saldana

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/01/2009 01:51 PM	APRV
2	Auditor's Office		10/02/2009 05:03 PM	NEW
Form Started By: Monica Badillo			Started On: 10/01/2009 11:24 AM	
Final Approval Date: 10/02/2009				

AI-17762 **7.F.**

Claim of AT&T

CC REGULAR

Date:	10/06/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/30/2009 09:32 AM	APRV
2	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Aida Alvarez Started On: 09/30/2009 09:15 AM

Final Approval Date: 10/02/2009

AI-17747 **7.G.**

Claim of Melissa Flores

CC REGULAR

Date:	10/06/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Melissa Flores

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/29/2009 11:52 AM	APRV
2	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Aida Alvarez Started On: 09/29/2009 11:15 AM

Final Approval Date: 10/02/2009

AI-17817 **10.B.**

2010 Proposed Holidays

CC REGULAR

Date:	10/06/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of 2010 Proposed Holidays

BACKGROUND

proposing same number as last year (15days)
Working on holiday schedule--MB

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/01/2009 01:42 PM	APRV
2	Auditor's Office		10/02/2009 05:03 PM	NEW
Form Started By: Monica Badillo			Started On: 10/01/2009 10:05 AM	
Final Approval Date: 10/02/2009				

AI-17818 **10.C.**

Order Setting Comm. Court Meeting Dates/Time

CC REGULAR

Date:	10/06/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Pursuant to Article §81.005(a) (Terms of the Court Meeting) of the Texas Local Government Code, consideration and entering of an Order into the minutes the designation of the day of the week and week of the month of Hidalgo County Commissioners' Court Regular Term Meeting Tex. Loc Gov. Code ORDER OF THE COURT:
HIDALGO COUNTY COMMISSIONERS' COURT
Week of the Month: _____
Day of the Week: _____
Time of the Day: _____a.m./p.m. for the calendar year of 2010

BACKGROUND

Recommendation is the 4th Tuesday of month

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/01/2009 01:44 PM	APRV
2	Auditor's Office		10/02/2009 05:03 PM	NEW
Form Started By: Monica Badillo			Started On: 10/01/2009 10:07 AM	
Final Approval Date: 10/02/2009				

AI-17822 **10.D.**

Presentation by Jennifer Catalani regarding Texas Special Task Unit - Adult Protective Services

CC REGULAR

Date:	10/06/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Chris Trevino - Judge's Off.
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Presentation by Jennifer Catalani and approval to appoint board members by Commissioners' Court for the Texas Special Task Unit - Adult Protective Services

BACKGROUND

Fiscal Impact

Attachments

Link: list

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/01/2009 01:51 PM	APRV
2	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Monica Badillo — Started On: 10/01/2009 11:33 AM

Final Approval Date: 10/02/2009

Hidalgo County Special Task Unit Members

Hilda Garcia, LMSW - Tropical TX Behavioral Health

Michelle Smith, DFPS Attorney

Deanette Cortez, RN

Nancy Ochoa - Tropical TX Behavioral Health

Mike Mata - Pharr PD

Detective Salazar - Edinburg PD

TEXAS DEPARTMENT OF FAMILY
AND PROTECTIVE SERVICES
4410 Dillon Lane, Ste. 28
Corpus Christi, TX 78415
Office (361) 878-7645
Mobile (361) 728-3319
Fax (210) 304-7775
jennifer.catalani@dfps.state.tx.us
Hotline 1-800-252-5400

Jennifer Catalani
RESOURCE & EXTERNAL RELATIONS SPECIALIST

10/6/09

Jennifer

AI-17745 **11.A.**

Ilinois Union Ins. Co.Check-Over SIR

CC REGULAR

Date:	10/06/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Safety Division

Information

CAPTION

Approval to accept a check (#NB91198138) from Illinois Union Insurance Company in the amount of $55,765.87 for payment in connection with claim for Benito Gonzalez, C-818-08-D.

BACKGROUND

DOL: 06/11/06
General Liability
Acct #: 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	Erika Zamora	09/29/2009 11:51 AM	APRV
2	Erika Zamora	Erika Zamora	10/01/2009 04:20 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Aida Alvarez — Started On: 09/29/2009 11:05 AM

Final Approval Date: 10/02/2009

AI-17737 **12.B.**

Primary Care and Substance Abuse Clinic

CC REGULAR

Date:	10/06/2009
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Discussion and action on the acceptance of the final floor plan for the Primary Care and Substance Abuse Clinic recommended by the Owner, Architect Contractor Committee.

BACKGROUND

Fiscal Impact

Attachments

Link: Substance Abuse Clinic

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/30/2009 03:56 PM	APRV
2	Manuel Chapa	Manuel Chapa	10/01/2009 11:25 AM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Josie Escalante — Started On: 09/28/2009 03:44 PM

Final Approval Date: 10/02/2009

CLINIC ENTRANCE LOBBY 000 570 SQ. FT.

WOMEN 000 127 SQ. FT.

MEN 000 110 SQ. FT.

JANITOR 000 43 SQ. FT.

MEN 000 70 SQ. FT.

WOMEN 000 121 SQ. FT.

WOMEN 000 121 SQ. FT.

PROGRAM DIRECTOR 000 252 SQ. FT.

COUNSELOR 000 240 SQ. FT.

COUNSELOR 000 240 SQ. FT.

COUNSELOR 000 240 SQ. FT.

COUNSELOR 000 240 SQ. FT.

FINANCIAL OFFICE 000 240 SQ. FT.

ADMIN. WAITING 000

CORRIDOR 000 1161 SQ. FT.

CORRIDOR 000 785 SQ. FT.

OFFICE SUPPLIES 000 68 SQ. FT.

PATIENT RECORDS 000 68 SQ. FT.

SECRETARY 000 206 SQ. FT.

MECH / ELEC 000 140 SQ. FT.

CLERK 000 244 SQ. FT.

DIRECTOR'S OFFICE 000 280 SQ. FT.

MEN 000 80 SQ. FT.

WOMEN 000 120 SQ. FT.

BREAK ROOM 060 224 SQ. FT.

DEMO KITCHEN 000 307 SQ. FT.

MEETING ROOM #1 000 510 SQ. FT.

MEETING ROOM #2 000 570 SQ. FT.

VESTIBULE 000 187 SQ. FT.

LAN 000 58 SQ. FT.

TOILET 000 48 SQ. FT.

VENIPUNCT. 000 39 SQ. FT.

NURSE STATION 000 615 SQ. FT.

EXAM ROOM 000 152 SQ. FT.

MEDICAL WASTE 000 54 SQ. FT.

EXAM ROOM 000 152 SQ. FT.

PHYSICIAN OFFICE 000 244 SQ. FT.

MEDICAL SUPPLIES 000 158 SQ. FT.

RISER ROOM 000 76 SQ. FT.

MECH / ELEC 000 101 SQ. FT.

PHARM 000 59 SQ. FT.

MEDICAL RECORDS 000 101 SQ. FT.

RECEPTIONIST 000 184 SQ. FT.

AI-17673 **12.C.**

Wyeth Sponsored Vaccine Reminder Program

CC REGULAR

Date:	10/06/2009
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Requesting authorization and approval to accept the Service Agreement between Hidalgo County Health & Human Services and Wyeth for the Tele Vox Vaccine Reminder Program.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.
There is no cost to the Client (Hidalgo County) for the services covered by this program. Wyeth will pay fees directly to TeleVox for services rendered by TeleVox, as agreed separately between Wyeth and TeleVox.

Attachments

Link: Wyeth Tele Vox Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:40 AM	APRV
2	Manuel Chapa	Manuel Chapa	09/25/2009 08:26 AM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Josie Escalante — Started On: 09/23/2009 02:32 PM

Final Approval Date: 10/02/2009

Service Agreement

Wyeth-Sponsored Vaccine Reminder Program

This Service Agreement (hereinafter the "Agreement") is hereby entered into this _____ day of _____, 2009 by and between Hidalgo County Health Department located at Edinburg, Texas (hereinafter "Client"), and TeleVox Software, Incorporated, a Delaware corporation (hereinafter "TeleVox ") located at 1110 Montlimar Drive, Suite 700, Mobile, AL 36609.

WHEREAS, Client is a provider of medical and other services to members, and desires to utilize TeleVox services in the course of providing said services;

WHEREAS, TeleVox is a provider of messaging systems and services to a variety of organizations, including healthcare businesses, and has the resources to provide these services as described below; and

WHEREAS, Client uses certain products and/or services of Wyeth Pharmaceuticals division ("Wyeth") and Wyeth has a separate agreement with TeleVox regarding the provisioning of TeleVox services related to certain Wyeth products and/or services.

NOW, THEREFORE, Client and TeleVox hereby agree to the following terms and conditions;

1. **Term of Agreement**. This Agreement shall commence upon the date of implementation agreed to by the parties and shall continue for a period of one (1) year from the date of implementation.

2. **Scope of TeleVox ASP Service**. TeleVox will contact the Client's members using our Postcard Plus member outreach service. This service includes a mailed reminder followed by an automated phone reminder. A report of attempted, completed, and failed calls will be provided to the Client immediately following each campaign. Client's return mail address will be required and added to each postcard before delivery.

3. **Data Transfer**. The Client will generate and transfer the necessary member data to TeleVox, where it will be securely housed only long enough to complete the campaign and generate the necessary reports. The Client will be provided with a HIPAA-compliant method for transferring the data to TeleVox.

4. **Pricing**. There is no cost to the Client for the services covered by this program. Wyeth will pay fees directly to TeleVox for services rendered by TeleVox, as agreed separately between Wyeth and TeleVox.

5. **Maintenance of Services**. Client agrees to provide information reasonably required by TeleVox to perform Services, including as applicable, but not limited to: program content and materials; Client or third party databases; forecasts; routing and network addresses and configurations; and key contacts for problem escalation (collectively the "Client Materials").

6. **Responsibility For Content, Transmitting Messages, and Accounts.** Client represents and warrants that: (a) it is solely responsible for the Content and it has the legal right to use all Content and send all Messages to the Recipients (including obtaining any required consents from the Recipients) and the content, timing and purpose of all Messages, and Client's campaigns and programs are in compliance with all applicable laws, rules and regulations; (b) it is the transmitter of all Content and Messages and TeleVox is merely acting at Client's direction as a technology conduit for the transmission of the Content and the Messages; (c) TeleVox's use of the Content shall not violate the rights of any third party or any law, rule or regulation and (d) Client will not transmit or allow to be transmitted any Content or Messages that: (i) it does not have a right to make available under any law or under contractual or fiduciary relationship; (ii) are false,

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inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; harmful to minors in any way; (iii) infringe any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party; (iv) utilize any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation; or (v) interfere with or disrupts the Services or servers or network operator networks. Upon request, Client shall provide reasonable proof of compliance with the provisions set forth in this section and TeleVox shall have no obligation to provide Services where TeleVox reasonably believes that Client has not so complied. Client shall indemnify, defend and hold TeleVox, its Affiliates and their officers, directors, employees and agents, harmless from any and all claims, liability, penalty, fines, costs, expenses, and damages including reasonable attorneys' fees arising out of, connected with or resulting from TeleVox following Client's instructions in sending the Messages or any breach of its obligations in this section.

7. **Indemnity.** To the extent allowed by law, Client shall indemnify, defend and hold TeleVox and its Affiliates and their officers, directors and employees harmless from any and all third-party claims, actions, suits, proceedings, costs, expenses, damages (including punitive, treble and enhanced damages) and liabilities, including reasonable attorneys' fees arising out of, connected with or resulting from: (i) a breach by Client of any term of this Agreement; (ii) the Client Materials; or (iii) a claim by any customer of Client or any party called on Client's or its customer's behalf relating to any defect in any product or service offered by Client. TeleVox shall indemnify, defend and hold Client and its officers, directors and employees harmless from any and all third-party claims, actions, suits, proceedings, costs, expenses, damages (including punitive, treble and enhanced damages) and liabilities, including reasonable attorneys' fees which arise out of or result from a breach by TeleVox of any term of this Agreement.

   The party claiming indemnification shall: (i) promptly notify the indemnifying party of any claim in respect of which the indemnity may apply; (ii) relinquish control of the defense of the claim to the indemnifying party; and (iii) provide the indemnifying party with all assistance reasonably requested in defense of the claim. The indemnifying party shall be entitled to settle any claim without the written consent of the indemnified party so long as such settlement only involves the payment of money by the indemnifying party and in no way affects any rights of the indemnified party.

8. **Limitation of Liability.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, TELEVOX MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TELEVOX EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE. NO CAUSE OR ACTION RELATING TO THIS AGREEMENT MAY BE ASSERTED MORE THAN TWO (2) YEARS AFTER IT ACCRUED. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY TELEVOX SHALL BE THE RIGHT TO TERMINATE THE AGREEMENT. UNDER NO CIRCUMSTANCES SHALL TELEVOX BE LIABLE TO CLIENT FOR ANY INDIRECT, EXEMPLARY, DIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSS OF PROFITS GOODWILL OR DATA, OR COST OF COVER EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH.

9. **Governing Law** This Agreement shall be governed and construed in accordance with the laws of the State of Texas without regard to its conflict of law provisions.

Service Agreement

Wyeth-Sponsored Vaccine Reminder Program

10. **Health Insurance Portability and Accountability Act of 1996 ("HIPAA").** If Client is a Covered Entity (as defined by HIPAA) and provides individually identifiable health information or PHI (each as defined by HIPAA) to TeleVox as a Business Associate (as defined by HIPAA), then the Business Associate Agreement set forth at http://www.televox.com/BAA is incorporated by reference herein.

AGREED TO:
TeleVox Software, Incorporated
1110 Montlimar Drive, Suite 700
Mobile, AL 36609

CLIENT: _____.

_____ Date _____
TeleVox Signature

_____Date_____
Client Signature

_____
Title

_____
Title

_____
Name Printed

_____
Name Printed

Instructions to Client:
Return at least two (2) signed originals to the following address for execution by TeleVox:
TeleVox Software, Inc.
1110 Montlimar Drive
Suite 700
Mobile, AL 36609
ATTN: Jeff Charnock

TeleVox®
HIGH TECH HUMAN TOUCH™

AI-17741 **13.A.**

Agreement ext. - Consumer Credit Counseling

CC REGULAR

Date:	10/06/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting authorization to extend agreement with Consumer Credit Counseling of South Texas-ESG Surplus Funds until March 31, 2010. The second extension terminated on Sept. 30, 2009.

BACKGROUND

UCP is requesting authorization to amend the agreement between Consumer Credit Counseling of South Texas and the Hidalgo County ESG Surplus Funds Program until March 31, 2010. HUD had requested that the Hidalgo County-Urban County expend surplus funds that had not been recaptured from prior years. The agreement had been presented and approved by Commissioners' Court on March 17, 2009 with a deadline of Sept. 30, 2009. We are requesting another extension to the agreement from Sept. 30, 2009 until March 31, 2010 to expend all remaining funds.

The grant awarded to Consumer Credit Counseling of South Texas in the amount of $95,683.68 will not change.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budget increase to the contract.

Attachments

Link: CCC extension

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/29/2009 11:32 AM	APRV
2	Perla Lopez	Perla Lopez	09/29/2009 02:26 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Estella Webber — Started On: 09/29/2009 10:02 AM

Final Approval Date: 10/02/2009

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

CONSUMER CREDIT COUNSELING OF SOUTH TEXAS having been certified as a non-profit, has been allocated ESG Surplus Funds. The non-profit shall carry out the following activities identified in its ESG Surplus Funds Application:

ESSENTIAL SERVICES / HOMELESS PREVENTION SERVICES

Consumer Credit Counseling of South Texas shall utilize ESG Surplus Funds for essential services and homeless prevention activities. The essential services are to be used for salaries of counseling staff that will be assisting clients seeking assistance for homeless prevention. Homeless prevention activities include assistance to families and individuals who have received foreclosure evictions. A total of $95,683.68 was awarded; $23,490.34 for essential services and $72,490.34 for homeless prevention activities.

The subrecipient agreement for Consumer Credit Counseling of South Texas was approved on March 17, 2009 and ended on September 30, 2009.

This request is to amend the subrecipient agreement by extending the deadline from Sept. 30, 2009 to March 31, 2010.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON SEPTEMBER 29, 2009.

County:	**Non-Profit**
Hidalgo County	**Consumer Credit Counseling of So. Texas**
_____	_____
Name	Name
Urban County Program Director	Executive Director
Title	Title
Date: _____	Date: _____

AI-17757 **13.B.**

amendment - City of La Villa

CC REGULAR

Date:	10/06/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval of a Budget and Program Amendment for the City of La Villa to the existing work plan for Urban County Program Year 22 (2009).

BACKGROUND

The proposed Budget and Program Amendment for the City of La Villa will increase funding to the Parks, Recreational Facilities and Water/Sewer Activity. A Public Hearing was held on September 21, 2009 at 6:00 pm., and citizen participation requirements have been met.

See attached detailed amendment.

The proposed City of La Villa Year 22 (2009). Amendment will:
* increase the Parks, Rec. Facilities line item by $20,000.00 and add the following activities to the work plan: the purchase and installation of park lighting and fencing to include advertisement, engineering and testing if needed.
* increase the Water & Sewer Improvements line item by $80,000.00.
* delete the Street Improvements, Fire Station/Equipment, Rehab.–Single Unit Residential and General Administration line items/activities.
* allocate funding line item intended for The Spanish American Council of Christian Churches, Inc. to the Rio Grande Valley Food Bank.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Proposed budget & program amendment will be utilizing Urban County Program Year 22 (2009) funds. No budget increase to proposed amendment.

Attachments

Link: La Villa amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/30/2009 08:47 AM	APRV

2	Perla Lopez	Perla Lopez	09/30/2009 10:41 AM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Estella Webber Started On: 09/29/2009 03:30 PM

Final Approval Date: 10/02/2009

Mayor
Hector Elizondo

Mayor Pro- Term
Victor Garcia

City Administrator
Javier Rodriguez

Alderman
Pl. 2 David Alaniz

Alderman
Pl.3 Guadalupe Rangel Jr.

Alderman
Pl.4 Edward Garcia

Alderma
Pl5 Juan M. Castro.

To: Monica Leal, Program Coordinator

From: Javier Rodriguez, City Administrator

Subject: Request to be placed on Commissioner's Court Agenda

Date: September 29, 2009

The City of La Villa is requesting to be placed on the agenda for next week's Commissioner's Court meeting for approval of the Budget and Program Amendment for Year 22. Thank you for your assistance on this matter and if you should need further information, you may contact me at (956) 262-2122.

SEP 29 2009

P.O. Box 60 La Villa, Texas 78562 Office (956) 262-2122 Fax (956) 262-2516
E-Mail cityoflavilla_09@yahoo.com

PUBLIC HEARING NOTICE
CITY OF LA VILLA
URBAN COUNTY PROGRAM
BUDGET AND PROGRAM AMENDMENT

In compliance with the Community Block Grant CDBG (CDBG) requirements, The City of La Villa will conduct a Public Hearing to solicit input from interested parties on the proposed budget and program amendment to its Urban County Program Year 22 (2009) Work Plan.

The public hearing will be held on Friday, September 21, 2009 at 6:00 p.m. at the City of La Villa, City Hall located at 916 S. Chapa, La Villa, TX 78562. The following is the proposed budget and program amendment:

CITY OF LA VILLA

Existing Budget	Activity	Proposed Budget
$ 25,000.00	Parks, Rec. Facility Improvements **(+20,000)**	$ 45,000.00
$181,000.00	Water/Sewer Improvements **(+80,000)**	$261,000.00
$ 30,000.00	Street Improvements **(-30,000)**	$ 0.00
$ 20,000.00	Fire Station/Equipment **(-20,000)**	$ 0.00
$ 15,000.00	Public Services **(Rio Grande Valley Food Bank)**	$ 15,000.00
$ 13,011.00	Youth Services	$ 13,011,00
$ 45,000.00	Rehab.-Single Unit Residential **(-$45,000)**	$ 0.00
$ 5,000.00	General Administration **(-5,000)**	$ 0.00
$334,011.00	**TOTAL**	**$334,011.00**

The proposed amendment will **increase** the Parks, Rec. Facilities line item by $20,000.00 and **add** the following activities to the work plan: the purchase and installation of park lighting and fencing to include advertisement, engineering and testing if needed.

The proposed amendment will **increase** the Water & Sewer Improvements line item by $80,000.00.

The proposed amendment will **delete** the Street Improvements, Fire Station/Equipment, Rehab.– Single Unit Residential and General Administration line items/activities.

The proposed amendment will allocate the Public Services line item intended for The Spanish American Council of Christian Churches, Inc. to the Rio Grande Valley Food Bank.

ACCOMODATIONS FOR INDIVIDUALS WITH DISABILITIES WILL BE PROVIDED UPON REQUEST.

LAS PRESENTACIONES SE HARAN EN ESPANOL PARA AQUELLA(S) PERSONAS QUE ASI LO DESEEN.

For more information, please come by the La Villa City Hall located at 916 S. Chapa, La Villa, TX 78562 or call (956) 262-2122.

WRITTEN COMMENTS CAN BE FORWARDED TO:

Mayor Hector Elizondo
City of La Villa
PO Box 60
La Villa, Texas, 78562

CITY OF LA VILLA
BOARD OF ALDERMEN
PUBLIC HEARING
MONDAY, SEPTEMBER 21, 2009

THE BOARD OF ALDERMEN OF THE CITY OF LA VILLA, TEXAS MET FOR A PUBLIC HEARING ON MONDAY, SEPTEMBER 21, 2009 AT 6:00 P.M. AT CITY HALL LOCATED AT 916 S. MIKE CHAPA BLVD., LA VILLA, TEXAS. THE FOLLOWING ARE THE MINUTES OF THAT PUBLIC HEARING.

ITEM 1. CALL MEETING TO ORDER

Mayor Hector Elizondo called the public hearing to order at 6:13 p.m.

ITEM 2. ROLL CALL

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

Present: Mayor Hector Elizondo
Mayor Pro-Tem Victor Garcia
Alderman David Alaniz

Staff Members: Javier Rodriguez, City Administrator
Lupita Suarez, City Secretary

Guest: Monica Leal, UCP

ITEM 3. Discussion and Appropriate Action on Public Hearing for Budget and Program Amendment Year 22 – Urban County Program Year 2009

Mayor Elizondo opened the Public Hearing for the Budget and Program Amendment for Year 22. At that time, Mr. Rodriguez read aloud the public hearing notice that had been published in the newspaper. Mayor Elizondo asked Mr. Rodriguez if Mr. Noe Garza, Engineer had informed him of how the was going to utilize the money for the water and sewer plants. Mr. Rodriguez's response was yes; he had been in contact with Mr. Garza and had informed him of how the monies were going to be utilized. Another question that Mayor Elizondo had was about the park. He asked what other activities were added to the existing work plan to the line item. Mr. Rodriguez responded that the lighting and fencing were added. Mayor Elizondo's concern was if there was enough money to complete what was on the existing work plan and the budget and program amendment. Mr. Rodriguez informed the Mayor that whatever was not done due to lack of funding the city would finish the project. Alderman Alaniz asked Ms. Leal how long it would take to get the funding released to the city to get the projects started. Ms. Leal responded that she still needed the environmental done because the water plant and park were in a flood zone. The time line would be roughly 2 months before the release of funds. At this time Mayor Elizondo asked if there were any more questions and being that there weren't Mayor Elizondo closed the public hearing. Mayor Elizondo entertained a motion to approve the Public Hearing for Budget and Program

Amendment Year 22. Mayor Pro-Tem Victor Garcia moved and was seconded by Alderman Alaniz. All in favor, motion carried.

ITEM 4. Adjournment

Mayor Elizondo entertained a motion to adjourn at 6:50 p.m. Alderman Alaniz moved and was seconded by Mayor Pro-Tem Victor Garcia. All in favor, motion carried.

CITY OF LA VILLA
BOARD OF ALDERMEN
SPECIAL MEETING
MONDAY, SEPTEMBER 28, 2009

THE BOARD OF ALDERMEN OF THE CITY OF LA VILLA, TEXAS MET FOR A SPECIAL MEETING ON MONDAY, SEPTEMBER 28, 2009 AT 12:00 P.M. AT CITY HALL LOCATED AT 916 S. MIKE CHAPA BLVD., LA VILLA, TEXAS. THE FOLLOWING ARE THE MINUTES OF THAT MEETING.

ITEM 1. CALL MEETING TO ORDER

Mayor Hector Elizondo called the public hearing to order at 12:45 p.m.

ITEM 2. ROLL CALL

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

Present: Mayor Hector Elizondo
Mayor Pro-Tem Victor Garcia
Alderman David Alaniz
Alderman Edward Garcia
Alderman Guadalupe Rangel, Jr.

Absent: Alderman Juan M. Castro

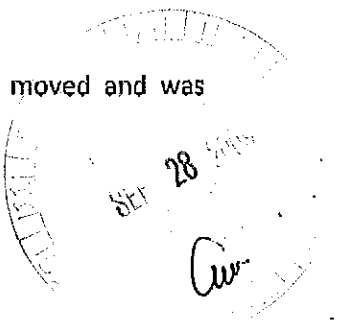
Staff Members: Javier Rodriguez, City Administrator
Lupita Suarez, City Secretary

ITEM 3. Discussion and Appropriate Action on Approving Budget and Program Amendment Year 22 – Urban County Program

Mr. Rodriguez presented to the Board the Budget and Program Amendment Year 22. He reminded the Board that even though we had had the Public Hearing on September 21, 2009 for the budget and program amendment, we did not have a quorum to approve it. Mr. Rodriguez recommended to the Board to approve the Budget and Program Amendment for Year 22 as presented today and in the Public Hearing. Alderman Alainz moved and was seconded by Mayor Pro-Tem Victor Garcia to approve the Budget and Program Amendment for Year 22. All in favor, motion carried.

ITEM 4. Adjournment

Mayor Elizondo entertained a motion to adjourn at 12:50 p.m. Alderman Rangel moved and was seconded by Alderman Edward Garcia. All in favor, motion carried.



AI-17751 **13.C.**

Agreement ext. - Women Together

CC REGULAR

Date:	10/06/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting authorization to extend agreement with Mujeres Unidas/Women Together-ESG Surplus Funds until March 31, 2010. The second extension terminated on Sept. 30, 2009.

BACKGROUND

UCP is requesting authorization to amend the agreement between Mujeres Unidas/Women Together and the Hidalgo County ESG Surplus Funds Program until March 31, 2010. HUD had requested that the Hidalgo County-Urban County expend surplus funds that had not been recaptured from prior years. The agreement had been presented and approved by Commissioners' Court on March 17, 2009 with a deadline of Sept. 30, 2009. We are requesting another extension to the agreement from Sept. 30, 2009 until March 31, 2010 to expend all remaining funds.

The grant awarded to Mujeres Unidas/Women Together in the amount of $75,000.00 will not change.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budget increase to the contract.

Attachments

Link: women together ext.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/29/2009 12:05 PM	APRV
2	Perla Lopez	Perla Lopez	09/29/2009 02:53 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Estella Webber — Started On: 09/29/2009 11:49 AM

Final Approval Date: 10/02/2009

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

Mujeres Unidas/Women Together having been certified as a non-profit, has been allocated ESG Surplus Funds. The non-profit shall carry out the following activities identified in its ESG Surplus Funds Application:

OPERATIONS:

Mujeres Unidas/Women Together shall utilize the ESG Surplus Funds for operations of the shelter. The funds will be used for purchase of equipment, installation of privacy fence, hurricane fence of shelter, pedestrian gate for shelter, security cameras, and solar screens for shelter, furnishings, food, and small repairs at the shelter. A total of $75,000 was awarded for operations.

The subrecipient agreement for Mujeres Unidas/Women Together was approved on March 17, 2009 and ended Sept. 30, 2009.

This request is to amend the subrecipient agreement by extending the deadline from Sept. 30, 2009 to March 31, 2010.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON SEPTEMBER 29, 2009.

County:	**Non-Profit**
Hidalgo County	**Mujeres Unidas/Women Together**
_____	_____
Name	Name
Urban County Program Director	Commanding Officer
Title	Title
Date: _____	Date: _____

AI-17750 **13.D.**

Agreement ext. - Salvation Army

CC REGULAR

Date:	10/06/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting authorization to extend agreement with The Salvation Army-ESG Surplus Funds until March 31, 2010. The second extension terminated on Sept. 30, 2009.

BACKGROUND

UCP is requesting authorization to amend the agreement between The Salvation Army and the Hidalgo County ESG Surplus Funds Program until March 31, 2010. HUD had requested that the Hidalgo County-Urban County expend surplus funds that had not been recaptured from prior years. The agreement had been presented and approved by Commissioners' Court on March 17, 2009 with a deadline of Sept. 30, 2009. We are requesting another extension to the agreement from Sept. 30, 2009 until March 31, 2010 to expend all remaining funds.

The grant awarded to The Salvation Army in the amount of $250,453.41 will not change.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budget increase to the contract.

Attachments

Link: SA extension

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/29/2009 12:05 PM	APRV
2	Perla Lopez	Perla Lopez	09/29/2009 02:33 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Estella Webber — Started On: 09/29/2009 11:37 AM

Final Approval Date: 10/02/2009

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

THE SALVATION ARMY having been certified as a non-profit, has been allocated ESG Surplus Funds. The non-profit shall carry out the following activities identified in its ESG Surplus Funds Application:

ESSENTIAL SERVICES / HOMELESS PREVENTION SERVICES

The Salvation Army shall utilize the ESG Surplus Funds for essential services and homeless prevention activities. The essential services are to be used for salaries of counseling staff that will be assisting clients seeking assistance for homeless prevention. Homeless prevention activities include assistance to families and individuals who have received rental eviction notices and utility disconnect notices. A total of $250,453.41 was awarded; $ 114,495.72 for maintenance and operations; $32,764.35 for essential services and $103,193.34 for homeless prevention activities.

The subrecipient agreement for The Salvation Army was approved on March 17, 2009 and ended Sept. 30, 2009.

This request is to amend the subrecipient agreement by extending the deadline from Sept. 30, 2009 to March 31, 2010.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON SEPTEMBER 29, 2009.

County:	**Non-Profit**
Hidalgo County	**The Salvation Army**
_____	_____
Name	Name
Urban County Program Director	Commanding Officer
Title	Title
Date: _____	Date: _____

AI-17749 **13.E.**

Agreement ext. - Advocacy Resource Center

CC REGULAR

Date:	10/06/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting authorization to extend agreement with the Advocacy Resource Center for Housing-ESG Surplus Funds until March 31, 2010. The second extension terminated on Sept. 30, 2009.

BACKGROUND

UCP is requesting authorization to amend the agreement between the Advocacy Resource Center for Housing and the Hidalgo County ESG Surplus Funds Program until March 31, 2010. HUD had requested that the Hidalgo County-Urban County expend surplus funds that had not been recaptured from prior years. The agreement had been presented and approved by Commissioners' Court on March 17, 2009 with a deadline of Sept. 30, 2009. We are requesting another extension to the agreement from Sept. 30, 2009 until March 31, 2010 to expend all remaining funds.

The grant awarded to Advocacy Resource Center for Housing in the amount of $35,429.67 will not change.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budget increase to the contract.

Attachments

Link: resource center ext.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/29/2009 11:55 AM	APRV
2	Perla Lopez	Perla Lopez	09/29/2009 02:30 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Estella Webber — Started On: 09/29/2009 11:20 AM

Final Approval Date: 10/02/2009

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

ADVOCACY RESOURCE CENTER FOR HOUSING (ARCH) having been certified as a non-profit, has been allocated ESG Surplus Funds. The non-profit shall carry out the following activities identified in its ESG Surplus Funds Application:

ESSENTIAL SERVICES / HOMELESS PREVENTION SERVICES

Advocacy Resource Center for Housing (ARCH) shall utilize ESG Surplus Funds for essential services and homeless prevention activities. The essential services are to be used for salaries of counseling staff that will be assisting clients seeking assistance for homeless prevention. Homeless prevention activities include assistance to families and individuals who have received rental eviction notices and utility disconnect notices. A total of $35,429.67 was awarded; $23,470.34 for essential services and $11,959.33 for homeless prevention activities.

The subrecipient agreement for Advocacy Resource Center for Housing was approved on March 17, 2009 and ended on September 30, 2009.

This request is to amend the subrecipient agreement by extending the deadline from Sept. 30, 2009 to March 31, 2010.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON SEPTEMBER 29, 2009.

County:	**Non-Profit**
Hidalgo County	**Advocacy Resource Center for Housing**
_____	_____
Name	Name
Urban County Program Director	Executive Director
Title	Title
Date: _____	Date: _____

AI-17812 **14.A.**

Presentation

CC REGULAR

Date:	10/06/2009
Submitted By:	Gloria Rodriguez, COUNTY JUDGE
Submitted For:	Raul Lozano
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation by Veterans Alliance of the Rio Grande Valley on Proposition #8.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/01/2009 08:59 AM	APRV
2	Roland Garcia	Rolando Garcia	10/01/2009 02:26 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW
Form Started By: Gloria Rodriguez			Started On: 10/01/2009 08:50 AM	
Final Approval Date: 10/02/2009				

AI-17548 **14.B.**

Hidalgo County Comprehensive Economic Development Strategy

CC REGULAR

Date:	10/06/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation and discussion regarding Hidalgo County Asset Mapping and Comprehensive Economic Development Strategy Project.

BACKGROUND

EDA Grant

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	Erika Zamora	09/17/2009 08:49 AM	APRV
2	Roland Garcia	Rolando Garcia	09/17/2009 02:18 PM	APRV
3	Auditor's Office	Linda Fong	09/18/2009 02:51 PM	APRV
4	Purchasing Department	Marty Salazar	09/18/2009 03:50 PM	APRV

Form Started By: Erika Reyna — Started On: 09/16/2009 02:38 PM

Final Approval Date: 09/18/2009

AI-17784 **15.A.**

Planning Department

CC REGULAR

Date:	10/06/2009
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Appointment of Board of Building Line Adjustment Members

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: BBLA Memo;9-30-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/30/2009 03:57 PM	APRV
2	Olga Garza	Olga Garza	10/01/2009 09:25 AM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Nora Cavazos — Started On: 09/30/2009 03:00 PM

Final Approval Date: 10/02/2009

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

MEMORANDUM

To: **Honorable Judge Juan D. Salinas, III**
Honorable Commissioner Sylvia Handy, Pct. 1
Honorable Commissioner Hector "Tito" Palacios, Pct. 2
Honorable Commissioner Joe Flores, Pct. 3
Honorable Commissioner Oscar L. Garza, Jr., Pct. 4

From: **Raul E. Sesin, P.E., Planning Administrator**

Date: **September 30, 2009**

Re: **Creation of Board of Building Line Adjustment**

Due to the expiration of membership terms of the Board of Building Line Adjustment (B.B.L.A.) appointments that were created in 2004, we are requesting the appointment of the current Hidalgo County Subdivision Advisory Board to serve as the new members of the B.B.L.A.

The Court shall designate two members for one-year terms and three members for two–year terms. This may be conducted at Commissioners Court meeting by a random drawing by each Court Member identifying their appointee's term.

Once this process is completed the Board shall elect is own chairman and follow established rules of procedure. Meetings shall be public and minutes shall be kept with the County Clerk's office. The minutes of board meetings are public records.

Thank you in advance for your cooperation. You may contact T.J. Arredondo or myself at (956) 318-2840 with any questions or comments.

*** * * END OF MEMORANDUM * * ***

AI-17738 **16.A.**

Elections Leasing- City of Penitas

CC REGULAR

Date:	10/06/2009
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of contract for Election Services (leasing) between Hidalgo County and the City of Penitas for their election to be held on November 3, 2009.

BACKGROUND

One (1) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entity requesting the service as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: Elections Leasing- City of Penitas

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	09/30/2009 02:55 PM	APRV
2	Budget & Management	Erika Zamora	09/30/2009 03:27 PM	APRV
3	Roland Garcia	Rolando Garcia	10/01/2009 09:39 AM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Veronica Lopez — Started On: 09/29/2009 08:39 AM

Final Approval Date: 10/02/2009

AI-17738 **16.A.**

Elections Leasing- City of Penitas

CC REGULAR

Date:	10/06/2009
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of contract for Election Services (leasing) between Hidalgo County and the City of Penitas for their election to be held on November 3, 2009.

BACKGROUND

One (1) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entity requesting the service as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: Elections Leasing- City of Penitas

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	09/30/2009 02:55 PM	APRV
2	Budget & Management	Erika Zamora	09/30/2009 03:27 PM	APRV
3	Roland Garcia	Rolando Garcia	10/01/2009 09:39 AM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Veronica Lopez — Started On: 09/29/2009 08:39 AM

Final Approval Date: 10/02/2009

AI-17734 **16.B.**

Elections Contract- Brush Country Groundwater

CC REGULAR

Date:	10/06/2009
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of contract for Election Services (full service) between Hidalgo County and Brush Country Groundwater Conservation District for their election to be held on November 03, 2009.

BACKGROUND

Two (2) originals of Contract for Election Service
Two (2) originals of Agreement for Election Services

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the service as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: Elections Contract- Brush Country

Link: Elections Agreement- Brush Country

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	09/28/2009 01:28 PM	APRV
2	Budget & Management	Erika Zamora	09/28/2009 02:20 PM	APRV
3	Roland Garcia	Rolando Garcia	10/01/2009 09:39 AM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Veronica Lopez — Started On: 09/28/2009 01:05 PM

Final Approval Date: 10/02/2009

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and BRUSH COUNTRY GROUNDWATER CONSERVATION DISTRICT, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, BRUSH COUNTRY GROUNDWATER CONSERVATION DISTRICT, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on November 3, 2009 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, the BRUSH COUNTRY GROUNDWATER CONSERVATION DISTRICT and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the BRUSH COUNTRY GROUNDWATER CONSERVATION DISTRICT for its election to be held on November 3, 2009, and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to the BRUSH COUNTRY GROUNDWATER CONSERVATION DISTRICT the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for the BRUSH COUNTRY GROUNDWATER CONSERVATION DISTRICT;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by the BRUSH COUNTRY GROUNDWATER CONSERVATION DISTRICT;

(C) Provide information for election officers;

(D) Provide general advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the BRUSH COUNTRY GROUNDWATER CONSERVATION DISTRICT, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of the BRUSH COUNTRY GROUNDWATER CONSERVATION DISTRICT election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, the BRUSH COUNTRY GROUNDWATER CONSERVATION DISTRICT agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by the BRUSH COUNTRY GROUNDWATER CONSERVATION DISTRICT within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the BRUSH COUNTRY GROUNDWATER CONSERVATION DISTRICT and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. 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.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2009

ELECTIONS ADMINISTRATOR

BY: _____
Yvonne Ramón

BRUSH COUNTRY GROUNDWATER CONSERVATION DISTRICT
LEASING ENTITY

BY: _____

PRINT: Mr. Paul Goranson

TITLE: Board President

ATTEST

BY: _____

PRINT: Mr. David Grall

TITLE: Board Secretary

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF HIDALGO
AND BRUSH COUNTRY GROUNDWATER CONSERVATION DISTRICT

THIS AGREEMENT (the "Agreement") is entered into by and between BRUSH COUNTRY GROUNDWATER CONSERVATION DISTRICT, Texas, acting by and through its Board President, Mr. Paul Goranson (hereinafter referred to as "the Water District") and the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as the "County") duly acting herein by and through its duly authorized representative, the County Elections Administrator, Yvonne Ramón.

WITNESSETH:

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the Water District is a political subdivision in Hidalgo County that desires the County to conduct and supervise the November 3, 2009, election of the Water District (the "Election"); and

WHEREAS, the County agrees to perform election services for the Water District; and

NOW, THEREFORE, the County and the Water District for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to contract, covenant and agree as follows:

1. The County shall be responsible for performing the following duties and shall furnish the following services and equipment:

    a. Procure, provide and distribute all necessary election supplies, including:
        1) Ballots (preparation and distribution only);
        2) Election kits; and
        3) Ballot boxes and voting booths provided free of charge by the County.

    b. Provide all necessary Direct Recording Electronic (DREs) voting systems (iVotronic 8.0.1.0) manufactured by Elections Systems and Software, and certified by the Secretary of State; and DRE ADA voting system equipped to make it accessible to persons with disabilities, including persons who are blind or have low vision, so that the individuals can vote independently and privately. Transport

machines and equipment to and from the polling places, and prepare the DREs for use at the polling places.

c. Serve as the Early Voting Clerk.

d. Notify the election judges of the date, time and place of the election school and arrange for a facility for holding the training.

e. Appoint deputy early voting clerks for main and temporary branch early voting polling places established by the Water District.

f. Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with the voting equipment.

g. Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the Water District.

h. Preparation, distribution, and publication of all notices and newspaper advertisements, with the exception of publication of the Water District's Notice of Election. Water District will provide the Notice of Election in accordance with the Texas Election Code.

i. Water District will prepare and submit U.S. Department of Justice pre-clearance for any changes in voting resulting from the creation of the Water District as by the Federal Voting Rights Act of 1965.

j. Notify the election presiding and alternate judges of their appointment by the Water District for each election precinct.

2. The Water District shall be responsible for performing the following duties and shall furnish the following services:

a. Payment of all necessary election supplies as required by the County, including but not limited to ballots and election kits.

b. Pay for the costs of judges and election workers directly from payment vouchers submitted by the County Elections Administrator and the Water District shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for clerks, unless the Deputy Early voting Clerks are employees of the Water District.

c. Reimburse the County for liability insurance coverage for election workers employed for the Elections. The Water District shall reimburse the County upon invoicing for the liability insurance coverage rate.

d. Tabulating of the Election results for canvassing by the Water District's board of directors.

3. As stated in Section 31.096 of the Texas Election Code, this Agreement may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that a contract with a political subdivision other than a Water District may provide that the County Election Officer will be the custodian of voted ballots. Under this Agreement, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

4. The County Election Administrator shall be the agent of the Water District for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties.

5. The County shall file copies of this Agreement with the County Treasurer and the County Auditor.

6. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Agreement may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to this Agreement with the Water District no later than ten (10) days after the Elections.

7. Full payment of the cost of the election plus an administrative fee of ten percent (10%) of the entire cost of the Election, shall be made by the Water District to the County thirty (30) days after receiving an itemized invoice from the Elections Administrator. (The Water District agrees to provide the County with copies of all bills that the Water District paid directly, or a true and accurate certified statement of such bills in order to accurately determine the ten percent (10%) fee.) Estimate of Cost of Election is attached as Exhibit "A."

8. In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

9. This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXCUTED in DUPLICATE this the ____ day of _____, 2009.

ELECTIONS ADMINISTRATOR

BY:_____
Yvonne Ramón

APPROVAL COUNTY OF HIDALGO:

BY:_____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

BRUSH COUNTRY GROUNDWATER CONSERVATION DISTRICT
LEASING ENTITY

BY:

PRINT: Mr. Paul Goranson

TITLE: Board President

ATTEST

BY:

PRINT: Mr. David Grall

TITLE: Board Secretary

AI-17743 **17.A.**

Proclamation for National 4-H Week

CC REGULAR

Date: 10/06/2009
Submitted By: Patti Loya, TEXAS COOP. EXTENSION
Department: TEXAS COOP. EXTENSION
Agenda Category: Texas Cooperative Extension

Information

CAPTION

Approval of Proclamation declaring the week of October 4-10, 2009 National 4-H Week.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/29/2009 11:50 AM	APRV
2	Erika Zamora	Erika Zamora	10/01/2009 04:22 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Patti Loya — Started On: 09/29/2009 11:00 AM

Final Approval Date: 10/02/2009

Proclamation

2009 National 4-H Week

WHEREAS, The _____ is proud to honor the 4-H Youth Development Program of the Texas AgriLife Extension Service for 102 years of providing experience-based education to youngsters throughout the Lone Star State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, Its 642,641 urban, suburban, and rural members, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 34,529 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great; now, therefore, be it

RESOLVED, That the _____, hereby designates October 4-10, 2009 as National 4-H Week in Texas and commend the 4-H Youth Development Program of the Texas AgriLife Extension Service and the many men and women who have made the program a success.

_____

County Judge

_____ _____

Commissioner Precinct 1 Commissioner Precinct 2

_____ _____

Commissioner Precinct 3 Commissioner Precinct 4

_____

Date

AI-17782 **18.A.**

Exemption from Competitive Bidding
CC REGULAR

Date:	10/06/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Requesting Exemption from Competitive Bidding under the Texas Local Government Code 262.024(a)(4) A Professional Educational Services to Provide Training/Staff Development to Executive Team Members for Improving Management/Communication Skills

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact.
*Refer to AI-17883

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/01/2009 01:02 PM	APRV
2	Roland Garcia	Rolando Garcia	10/02/2009 02:29 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Linda Galaviz — Started On: 09/30/2009 02:22 PM

Final Approval Date: 10/02/2009

AI-17783 **18.B.**

Negotiate Contract

CC REGULAR

Date:	10/06/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Negotiate Contract for Professional Educational Services with Bill Crawford, Ph.D. to Provide Training/Staff Development to Executive Team Members to Improve Management/Communication Skills

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact.
*Refer to AI-17782

Attachments

Link: Negotiate Contract

Link: resume

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/01/2009 01:08 PM	APRV
2	Roland Garcia	Rolando Garcia	10/02/2009 02:29 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Linda Galaviz — Started On: 09/30/2009 02:27 PM

Final Approval Date: 10/02/2009

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Commissioners' Court

FROM: Teresa Flores, Executive Director Teresa Flores

SUBJ: Consultant Services

DATE: September 30, 2009

Three (3) quotes for services have been secured for the training/staff development and the consultant's resumé has been evaluated to identify the best consultant to deliver the services. In addition Head Start staff has attended presentations made by this consultant. As a result of this review, Bill Crawford, Ph.D. has been rated as the best consultant to deliver the services.

MEMO

TO: TERESA FLORES / Program Director

FROM: RICARDO GONZALEZ, Attorney at Law

RE: EMPLOYING PROFESSIONAL SERVICES

DATE: OCTOBER 1ST, 2009

Its my understanding you intend to employ two (2) consultants who operate, and/or are employed by two (2) different consulting services providers providing different consulting services.

After speaking with County Procurement Department, it is my understanding that they would like a memo from me justifying the program not having to request bids on these services.

From your explanation that the services that were provided, I believe that the services being provided are professional services because these people have certain education, specialize training, certifications, and its not held by an average individual.

The professional services are exempt from the biding process.

The Head Start Program has its own budget which its Policy Council approves and its also approved by County Commissioner's Court.

Within the Head Start budget, monies are budgeted for professional services and consultants. The program also has its own independent accounting. Head Start also issues its own procurement orders separate from Hidalgo County.

Based on my reading on the Hidalgo County Procurement Procedures, Head Start will have to request an exemption on contracting with these two (2) consultants.

Therefore, please request that the County Commission authorize and exempt from bidding for these two (2) consultants.

Assuming these services are less than $5,000.00, you will have to obtain a minimum of three (3) quotes to satisfy the County's Procurement Rules.

Curriculum Vitae

Bill Crawford, Ph.D.
President and Founder
Crawford Performance Solutions
1306 Devon Glen Drive
Houston, TX 77077
Website-www.billcphd.com
Phone: 832-722-6147
Email-DrBill@billcphd.com

******Creator of the Top of the Mind System™, as well as the Compass Personality System™ ******

Education:

- 1976 - B.A. - Bachelors of Arts in Music Education - University of Houston
- 1988 - M.Ed. - Masters in Counseling - University of Houston
- 1995 - Ph.D. - Doctorate in Counseling Psychology - University of Houston

Professional Licensure:

- Licensed by the state of Texas as a psychologist (License # 3-0780).

Employment:

- From 1988 until the present, Dr. Crawford has been self-employed as a counselor/psychologist, organizational consultant/trainer, and life coach. In addition to holding a Ph.D. in Counseling Psychology from the University of Houston, Dr. Crawford has created over 3,200 presentations for such organizations as Sprint, J.P.Morgan/Chase, and Shell, as well as PBS and a variety of professional associations nationwide. In addition to being quoted as an expert in such diverse national publications as The New York Times, Investor's Business Daily, Self, Entrepreneur, and The Chicago Tribune, Dr. Crawford has also written four books *Life from the Top of the Mind, From*

Chaos to Calm: Dealing with Difficult People vs. Them Dealing with You!, All Stressed Up & Nowhere To Go!, and *How to Get Kids to do What You Want!* Further, Dr. Crawford has created and hosted two nationally televised PBS specials which have been seen by over 15 million people.

Partial list of the organizations for which Dr. Crawford has been asked to consult and/or create presentations:

- Exxon
- Assn. of Florida Healthcare Auxilians/Volunteers
- Texaco
- The US Army
- NENA (National Emergency Number Association)
- The Men's Wearhouse
- IBM
- J. P. Morgan/Chase
- Compaq Computer Corporation (HP)
- Bracewell & Patterson, Attorneys at Law
- Shell
- American Women's Business Association
- HBO/Time Warner
- University of Houston
- Michigan Water Quality Association
- National Lung Association
- PBS (The Public Broadcasting System)
- Texas Society of Professional Engineers
- Dow Chemical
- Baker & Botts Attorneys at Law
- First American Financial Corporation
- St. Lukes Hospital, Medical Center, Houston
- Columbia Medical City Hospital
- Texas Society of CPA's
- Sprint
- Texas Employment Commission
- Health Week Magazine
- PanEnergy
- General Mills
- The Texas Medical Center
- Barnes and Nobles Booksellers
- Jones & Day, Attorneys at Law
- Emerald Builders
- The City of Houston

- Harris County Risk Management
- Marathon Oil
- Pierpont Communications, Inc.
- Reliant Energy
- International Conference on Work Teams
- BMC
- The United Way
- KPMG, Dallas
- Bowne, Inc.
- HCA Healthcare Systems
- Advanced Automation, Inc.
- Universal Compression
- American Marketing Association
- Shell People Services
- HFPT Gulf Coast Chapter
- Florida Club Managers Association
- Texas Tech University
- Frito Lay, Inc.
- Shell Information Technology International
- Royal Purple, Ltd.
- Workforce Texoma
- Shell Lubricants
- National Association of Credit Managers of Texas
- Grey Oaks Country Club
- Lexington Country Club
- Texas Education Agency
- Texas Speech, Hearing, and Language Association
- Houston Area Association for the Education of Young Children
- American Heart Association
- National Multiple Sclerosis Society
- Rice University
- Marathon Oil
- Texas Children's Hospital
- West Houston Medical Center
- Texas Society of CPA's
- EEOC Conference
- Capitol Area Builders Association
- Texas Workforce Commission
- Association of Texas Professional Educators
- Southwestern Bell
- Park Plaza Specialty Hospital
- BMC Software
- Chain-O-Lakes Resort and Conference Center

- Sprint
- Pediatric Endocrinology Nurses Society International
- Center for the Study of Work Teams
- Jones & Day, Attorney's at Law
- National Association of Hospitality, Financial, and Hospitality Professionals
- Medical City Dallas Hospital
- Birkman International
- International Facilities Managers Association

Presentations and Workshops:

Life from the Top of the Mind
All Stressed Up and Nowhere To Go!
Leadership from the Top of the Mind
Successful Communication and Collaboration In a Global Economy
Working with Different Personality Types
Influencing and Negotiation From the Top of the Mind
Living and Working On Purpose
C/Cubed: Clarity, Confidence, and Creativity from the Top of the Mind
Dealing with Difficult People vs. Them Dealing With You!
Advanced Stress Management
Stress and Teams
Team Management Through Increased Clarity, Confidence, and Creativity Using the Compass Personality System
Interpersonal Effectiveness
Customer Service Excellence
Peak Performance
Feedback Skills for Supervisors
Tee Off or Tee'd Off: The Mental Edge of Enjoyable Golf, or Golf from the Top of the Mind
The Neurobiology of Great Golf
The Perils and Problems of Brainstem Golf
Teambuilding from the Top of the Mind
Training and Keeping Good Employees
Creative Problem-Solving
Beyond Tolerance: Diversity for the 21st Century
Top of the Mind presentation skills

Publications:

Books:

Life from the Top of the Mind (Florence Publishing Co., Houston, TX)

All Stressed Up And Nowhere To Go! (Florence Publishing Co., Houston, TX)

From Chaos To Calm: Dealing With Difficult People vs. Them Dealing With You! (Florence Publishing Co., Houston, TX)

How To Get Kids To Do What You Want! (Florence Publishing Co., Houston, TX)

Internet Articles (found on www.billcphd.com)

The C/3 Lifestyle and Life From the Top of the Mind

Change and the Natural Law of Cycles

Defusing the Dogfights: The Cost of Conflict in Corporate America

Weekly newsletter read by over 6,000 subscribers entitled

"Quotes and Wisdom from the Top of the Mind"

PBS Television Specials:

All Stressed Up and Nowhere To Go!

From Chaos To Calm: Dealing With Difficult People vs. Them Dealing With You!

References:

Janie Bates
Executive Director Texoma Workforce Development Board
5904 Texoma Parkway,

Sherman, TX 75090
Telephone: 903-957-7408
Fax: 903-957-7413
janie.bates@twc.state.tx.us

Phil Morabito, President and CEO
Pierpont Communications, Inc.
Public Relations * Marketing * Interactive
1800 West Loop South, Suite 800
Houston, TX 77027-3210
Phone: 713-627-2223
Fax: 713-627-2224

Dr. Jimmy Smith
Owner
Chain-O-Lakes Resort and Conference Center
One LTD Court
Cleveland, TX 77327
drjds@colresort.com
832-397-4000

AI-17771 **18.C.**

Exemption from Competitive Bidding

CC REGULAR

Date:	10/06/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Requesting Exemption from Competitive Bidding under the Texas Local Government Code 262.024(a)(4) A Professional Educational Services to Provide Mandatory Training/Staff Development to Policy Council and Grantee Board

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact.

*Please refer to AI-17772

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/01/2009 11:45 AM	APRV
2	Roland Garcia	Rolando Garcia	10/02/2009 01:44 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Linda Galaviz — Started On: 09/30/2009 01:06 PM

Final Approval Date: 10/02/2009

AI-17772 **18.D.**

Negotiate Contract

CC REGULAR

Date:	10/06/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Negotiate Contract for Professional Educational Services with Ann Awalt to Provide Mandatory Training/Staff Development to Policy Council and Grantee Board.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact.
*Please refer to AI-17771

Attachments

Link: Negotiate Contract

Link: Resume

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/01/2009 11:50 AM	APRV
2	Roland Garcia	Rolando Garcia	10/02/2009 01:44 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Linda Galaviz — Started On: 09/30/2009 01:10 PM

Final Approval Date: 10/02/2009

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Commissioners' Court

FROM: Teresa Flores, Executive Director

SUBJ: Consultant Services

DATE: September 30, 2009

Three (3) quotes for services have been secured for the training/staff development and the consultant's resumé has been evaluated to identify the best consultant to deliver the services. In addition Head Start staff has attended presentations made by this consultant. As a result of this review, Ann Awalt has been rated as the best consultant to deliver the services.

MEMO

TO: TERESA FLORES / Program Director

FROM: RICARDO GONZALEZ, Attorney at Law

RE: EMPLOYING PROFESSIONAL SERVICES

DATE: OCTOBER 1ST, 2009

Its my understanding you intend to employ two (2) consultants who operate, and/or are employed by two (2) different consulting services providers providing different consulting services.

After speaking with County Procurement Department, it is my understanding that they would like a memo from me justifying the program not having to request bids on these services.

From your explanation that the services that were provided, I believe that the services being provided are professional services because these people have certain education, specialize training, certifications, and its not held by an average individual.

The professional services are exempt from the biding process.

The Head Start Program has its own budget which its Policy Council approves and its also approved by County Commissioner's Court.

Within the Head Start budget, monies are budgeted for professional services and consultants. The program also has its own independent accounting. Head Start also issues its own procurement orders separate from Hidalgo County.

Based on my reading on the Hidalgo County Procurement Procedures, Head Start will have to request an exemption on contracting with these two (2) consultants.

Therefore, please request that the County Commission authorize and exempt from bidding for these two (2) consultants.

Assuming these services are less than $5,000.00, you will have to obtain a minimum of three (3) quotes to satisfy the County's Procurement Rules.

1802 AGARITO • ALICE, TEXAS 78332
PHONE (361)701-2585 • E-MAIL AAWALT@STX.RR.COM

ANN ELIZABETH AWALT

EDUCATION

1971 - 1974 University of Texas at Austin
Bachelor of Arts with honors, major in Government

University of Texas at Arlington
Masters of Public Administration Program
Graduation-May, 2008

University Scholar, 2008

WORK EXPERIENCE

1975 - 1978 Community Action Corporation of South Texas Alice, Texas
Head Start Program Specialist

- Developed proposals and budgets; conducted Program monitoring for compliance with policies and regulations; provided training and technical assistance to staff and parents; screened all employment applications and served as Agency's EEO; reviewed Texas and Federal Registers for regulations and funding opportunities.

1978 - 1979 Coastal Bend Legal Services Corpus Christi, Texas
Administrative Assistant

- Developed proposals, budgets and administrative policies, including personnel policies, organizational charts and job descriptions; conducted research, as directed.

1979 – present Community Action Corporation of South Texas Alice, Texas
Director of Planning and Development

- Develops proposals, budgets and work plans for continuation Programs and for new Programs in our Agency, with an annual operating budget exceeding 17 million dollars; performs Community Assessments for the Agency's operational Divisions (Child Development, Health, Housing and Community Services, Early Childhood Intervention and Senior Services); monitors expenditures and performs expense forecasting; develops administrative policies; conducts wage comparability studies and develops the Agency's Salary Schedule; provides training and technical assistance; performed HR functions and assisted in establishing the Agency's HR Department (performing HR and payroll functions) as the number of Agency employees exceeded 400; assists the Executive Director in assuring the effective functioning of our Board of Directors.

1999- present Awalt & Rodriguez Consulting Alice, Texas

Consultant

Develops proposals, budgets and work plans; performs Community Assessments; provides training and technical assistance for staff and policy bodies; leads strategic planning; develops organizational charts, job descriptions, and administration processes and procedures; assists staff and policy bodies in preparation for compliance monitoring.

PROFESSIONAL MEMBERSHIPS

Texas Association of Community Action Agencies, Member

Texas Head Start Association, Member

University of Texas Ex Student Association, Member

COMMUNITY ACTIVITIES

Planning and Zoning Commission of the City of Alice, Secretary and past President (1991 to 2004)

Leadership Jim Wells County, graduate 1997

Alice Counseling Center, Past President and current Member of Board of Directors (1997 to 2003)

Alice Housing Authority Board of Commissioners, Past President and former Member (1993-1999)

REFERENCES

Aliza Oliveros, Head Start Director; Webb County Head Start Program 5904 West Drive, Suite 6 & 7, Laredo, Texas (956)795-1515

Ana Simo, Executive Director, Bee County Community Action Agency P.O. Box 1540, Beeville, Texas 78104 (361)358-0583

Beverly Logan, Executive Director, Northeast Texas Opportunities, Inc.; P.O. Box 748, Mount Vernon, Texas 75457 (903)537-2256

Gwen Chance, T/TA Specialist, Booz Allen Hamilton, 2005 Millay Drive, Austin, Texas 78752 (512)302-1069

AI-17775 **18.E.**

Appointment of Community Representatives
CC REGULAR

Date:	10/06/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Appointment of one (1) Community Representative by Commissioner Sylvia Handy and Commissioner Hector "Tito" Palacios, to serve on the Hidalgo County Head Start Program Policy Council, for a one (1) year term according to 45 CFR Chapter XIII, 1304.50 (b)(1-(b)(7) beginning October 2009

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Appointment of Community Representatives

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/30/2009 02:25 PM	APRV
2	Roland Garcia	Rolando Garcia	10/01/2009 10:15 AM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Linda Galaviz — Started On: 09/30/2009 01:17 PM

Final Approval Date: 10/02/2009

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(coninued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-17638 **19.A.**

FY2010 WIC & BF Budget

CC REGULAR

Date:	10/06/2009
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma Longoria,WIC Director
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

WIC ADM - (1292):
1. Permission to continue the provision of WIC Services for FY 2010 commencing October 1, 2009 - September 30, 2010 pending contract/ award letter.
2. Approval of Certification of Revenues as certified by the County Auditor for the FY 2010 WIC ADM grant.
3. Approval of appropriation of funds for the FY 2010 WIC grant budget.
4. Approval of FY 2010 WIC Adm grant salary schedule.

WIC B/F- (1292):
1. Permission to continue the provision of the B/F Peer Counselor program for FY 2010 commencing October 1, 2009 - September 30, 2010 pending contract/ award letter.
2. Approval of Certification of Revenues as certified by the County Auditor for the FY 2010 B/F Peer Counselor grant.
3. Approval of appropriation of funds for the FY 2010 B/F Peer Counselor grant budget.
4. Approval of FY 2010 B/F grant salary schedule

BACKGROUND

No County Match- State Funds

WIC Grant based on 923,624 participants @10.69 each

9.1292.441.00.350.001.0.- WIC Grant
9.1292.441.00.350.002.0- BF Grant

Link- 2010 Salary schedules

Fiscal Impact

Attachments

Link: caseload

Link: participant extended hours

Link: e-mail from Texas DSHS

Link: e-mail from Mr. Jasso

Link: WIC Cert. of Revenues
Link: cert. of revenues
Link: WIC Adm appropriation
Link: B/F appropriation
Link: B/F salary schedule
Link: WIC Adm salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 08:13 AM	APRV
2	Erika Zamora	Erika Zamora	09/24/2009 09:31 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/02/2009 04:55 PM	APRV
4	Auditor's Office	Angela Garcia	10/02/2009 05:03 PM	APRV

Form Started By: Margarita Gonzalez
Started On: 09/22/2009 05:21 PM
Final Approval Date: 10/02/2009

Rosalinda

From: Mike Escaname [mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Wednesday, September 30, 2009 2:57 PM
To: 'Norma Longoria'
Cc: mague.gonzalez@wic.co.hidalgo.tx.us; armando.perez@auditor.co.hidalgo.tx.us; 'rosalinda'; 'dina trevino'; becky.luna@auditor.co.hidalgo.tx.us
Subject: FW: Updated caseload - WIC ADM FY 2010 BUDGET APPROPRIATION PROJECTION - REVISED
Attachments: Sept. 30. 2009 caseload.doc; Participant Analysis FY09 09302009 III.pdf

Norma,

I apologize for the oversight in my previous projection;

I overlooked the fact that the FY 2009 revenue was comprised of two different rates; whereas, the FY 2010 should be based solely on the $10.69 rate;

Therefore, the revised Budget Appropriation amount should be as follows:

923,624 participants @ 10.69 / participant = $9,873,540.56

Annualized extended hours =$ 161,763.99

Projected Revenue / Budget FY 2010 **= $10,035,304.00**

If you can provide any documentation for the Breastfeeding program, that'll be better so that we can "certify" at least $390,000.00.

Let me know if you have any questions.

Thanks,

Mike E.

From: Mike Escaname [mailto:mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Wednesday, September 30, 2009 1:30 PM
To: 'Norma Longoria'
Cc: 'mague.gonzalez@wic.co.hidalgo.tx.us'; 'rosalinda'; 'dina trevino'; 'Becky Luna'; armando.perez@auditor.co.hidalgo.tx.us
Subject: FW: Updated caseload - WIC ADM FY 2010 BUDGET APPROPRIATION PROJECTION

Norma,

I have revised the WIC Adm FY 2010 budget projection to reflect the most recent caseload through September 2009.

I have forwarded it to Mr. Eufracio to request a "Certification of Revenue" in the amount of **$9,926,498.00.**

If this amount is approved, the Budget Appropriation for the WIC Adm FY 2010 would have to be for the same amount of **$9,926,498.00.**

Please adjust your Budget Appropriation to reflect **$9,926,498.00** based on an annualized caseload of **$923,624 @ 10.69 / participant** and an annualized extended hours amount of **$161,763.99**.

Also, I have requested another "Certification of Revenue" for the WIC Breastfeeding for **$390,000.00**. I'm not sure what Mr. Eufracio will say about that one since we don't have any documentation to support the WIC Breastfeeding amount for FY 2010.

Let me know if you have any questions.

Thanks,

Mike E.

From: Mague Gonzalez [mailto:mague.gonzalez@wic.co.hidalgo.tx.us]
Sent: Wednesday, September 30, 2009 12:58 PM
To: mike.escaname@auditor.co.hidalgo.tx.us
Subject: Updated caseload

Mike, up to lunchtime this is the caseload still climbing.
See attachment.

Margarita Gonzalez, Admin.Technician II
mague.gonzalez@wic.co.hidalgo.tx.us

Hidalgo County WIC Program
3105 W. University Drive
Edinburg, Texas 78539
(956)381-4646
(956)381-0017 Fax

HIDALGO COUNTY AUDITOR'S OFFICE
Participant/Extended Hours Analysis
WIC Administration Grant - Fiscal Year 2009
10/01/2008 - 09/30/2009

Month		FY 2009	
Participants:			
October		75,787	
November		74,800	
December		75,358	
January		75,763	
February		75,616	
March		76,033	
April		74,988	
May		76,296	
June		77,885	
July		79,694	
August		80,592	
September		80,812	*
Totals		**923,624**	
Extended Hours:			
October		$13,026.30	
November		$13,750.42	
December		$13,761.14	
January		$14,222.48	
February		$12,835.03	
March		$12,390.42	
April		$15,351.11	
May		$16,195.83	
June		$12,804.42	
July		$12,710.17	
August		$12,158.86	
September		$12,557.81	**
Totals		**$161,763.99**	
(Actual) FY 09 - Participants time Rate (10.45) Oct 08 - Mar 09		$4,737,580.65	
(Actual) FY 09 - Participants time Rate (10.69) Apr 09 - Sep 09		$5,027,154.23	
Proj.Revenue FY 09 - Extended Hours		$161,763.99	
Total Revenue Projected for FY 09		**$9,926,498.87**	
Comparison with General Ledger Budget:			
Budget Appropriation for FY 09 on 09/23/09	9,525,132.00		
Budget Amendment for FY 09 on 05/26/09	205,473.66		
Budget Amendment for FY 09 on 09/01/09	102,000.00		
Budget Amendment for FY 09 on 09/15/09	49,000.00		
Amount of WIC Adm budget in General Ledger:		**9,881,605.66**	
Projected revenue amount over / (under) budget		**$44,893.21**	

* = Actual number of participants in Sept. 09 as per WIC's records.
* * = Projected average from most recent three months of extended hours:

FY 2010 WIC ADM PARTICIPANT & EXTENDED HOURS PROJECTION:		
PARTICIPANTS:		
923,624 @ 10.69 =	9,873,540.56	
EXTENDED HOURS - ANNUALIZED:	$161,763.99	
Amount of WIC ADM projected revenues for Fiscal Year 2010:		**10,035,304.55**

RE: BF Peer Counselor Funding 2010

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

Show Header | Print | Hide Envelope

From: Stremler, Jewell Add to Address Book
To: Norma Longoria
Date: Wednesday, September 23, 2009 9:24:49 AM
Subject: RE: BF Peer Counselor Funding 2010

Norma,
We had a much earlier time frame for getting the allocations made this year and I have already submitted all the numbers. All of the special project allocations are going out in one letter and you should be getting that pretty soon. Your allocation for 2010 is $390,000 the same as 2009. There will be a reallocation in the middle of the year and I am sure that if you still need the additional funding, it won't be a problem to get it to you in the reallocation. I will put you on the list right now. Also, keep in mind that peer counselor expenses can be charged to your lactation services funding, or your regular funding as breastfeeding and NE expenditures.

Jewell Stremler
Peer Counselor Coordinator
Nutrition Services Section MC 1933
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, Texas 78714-9347
Phone: 512-341-4593
Fax: 512-341-4429
http://www.dshs.state.tx.us/wichd/lactate/peer.shtm

From: Norma Longoria [mailto:norma.longoria@wic.co.hidalgo.tx.us]
Sent: Tuesday, September 22, 2009 6:07 PM
To: Stremler, Jewell
Subject: BF Peer Counselor Funding 2010

Hi Jewel,

I was working on the budget for next year and I underestimated the amount I needed for this fiscal year. My budget for 14 peer counselors with fringes $404,729 and I had requested $396,132 for this coming year. Is it possible that I can get the $404,729? Please advice, Thanks

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

Rosalinda

From: Mague Gonzalez [mague.gonzalez@wic.co.hidalgo.tx.us]
Sent: Tuesday, September 29, 2009 3:10 PM
To: rosalinda.cantu@co.hidalgo.tx.us
Subject: Fw: Contract for FY2010

Margarita Gonzalez, Admin.Technician II
mague.gonzalez@wic.co.hidalgo.tx.us

Hidalgo County WIC Program
3105 W. University Drive
Edinburg, Texas 78539
(956)381-4646
(956)381-0017 Fax

-----Original Message-----
From: "Norma Longoria" <norma.longoria@wic.co.hidalgo.tx.us>
Sent 9/29/2009 10:23:21 AM
To: mike.escaname@auditor.co.hidalgo.tx.us, armando.perez@auditor.co.hidalgo.tx.us
Cc: mague.gonzalez@wic.co.hidalgo.tx.us
Subject: Fw: Contract for FY2010

Please read below. New rate $10.69

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

-----Original Message-----
From: "Jasso, Benny" <Benny.Jasso@dshs.state.tx.us>
Sent 9/29/2009 10:06:16 AM
To: "Norma Longoria" <norma.longoria@wic.co.hidalgo.tx.us>
Subject: RE: Contract for FY2010

The contracts just went out so you should be receiving it any day now if you haven't already. You PPR for FY2010 is $10.69. This information can be found on the e WIC web page.
Let me know if you have any questions.
Thanks!
Benny

Benny Jasso
Quality Assurance Coordinator
Nutrition Services Section
(512) 341-4573
fax: (512) 341-4419
benny.jasso@dshs.state.tx.us

Please consider the environment before printing this email.

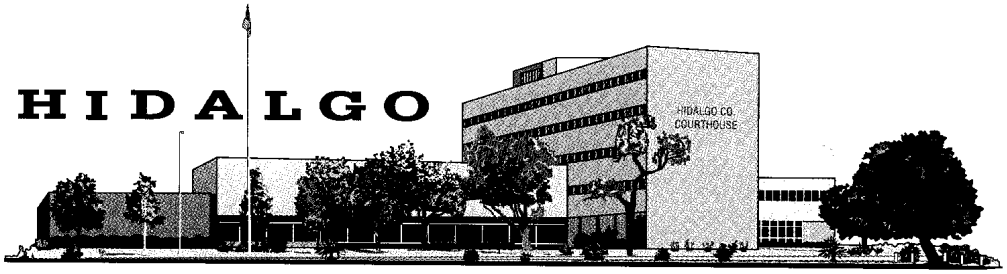
From: Norma Longoria [mailto:norma.longoria@wic.co.hidalgo.tx.us]
Sent: Monday, September 28, 2009 10:13 AM
To: Jasso, Benny
Subject: Contract for FY2010

Hi Benny,

Our agency has not received the contract for this fiscal year. In order for my grant to continue, the auditors need an email with the rate of reimbursement per participant. Thanks for your assistance.

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

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

October 5, 2009

The Honorable JD Salinas, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the allocation of $390,000.00 for the FY2010 WIC BF Peer Counselor grant. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$390,000.00	WIC BF Peer Counselor

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/5/09
Date

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. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

Linda Fong

From: Mike Escaname [mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Wednesday, September 30, 2009 5:44 PM
To: 'Linda Fong'
Cc: becky.luna@auditor.co.hidalgo.tx.us
Subject: FW: BF Peer Counselor Funding 2010 - Certification of Revenue Needed

Linda,

Below is the email from WIC State Office telling Norma they have already allocated $390,000.00 for the WIC Breastfeeding Program for FY 2010. (The same as FY 09).

This should suffice for the Certification of Revenue?? There is an Agenda item to appropriate the WIC Breastfeeding for next Tuesday.

Mike E.

From: Norma Longoria [mailto:norma.longoria@wic.co.hidalgo.tx.us]
Sent: Wednesday, September 30, 2009 5:35 PM
To: mike.escaname@auditor.co.hidalgo.tx.us; armando.perez@auditor.co.hidalgo.tx.us
Cc: mague.gonzalez@wic.co.hidalgo.tx.us
Subject: Fw: BF Peer Counselor Funding 2010

Please read email from Jewel Stremler concerning BF Peer Counselor funding for Project 12. Thanks

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

-----Original Message-----
From: "Stremler, Jewell" <Jewell.Stremler@dshs.state.tx.us>
Sent 9/23/2009 9:24:49 AM
To: "Norma Longoria" <norma.longoria@wic.co.hidalgo.tx.us>
Subject: RE: BF Peer Counselor Funding 2010

Norma,
We had a much earlier time frame for getting the allocations made this year and I have already submitted all the numbers. All of the special project allocations are going out in one letter and you should be getting that pretty soon. Your allocation for 2010 is $390,000 the same as 2009. There will be a reallocation in the middle of the year and I am sure that if you still need the additional funding, it won't be a problem to get it to you in the reallocation. I will put you on the list right now. Also, keep in mind that peer counselor expenses can be charged to your lactation services funding, or your regular funding as breastfeeding and NE expenditures.

Jewell Stremler
Peer Counselor Coordinator
Nutrition Services Section MC 1933

Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, Texas 78714-9347
Phone: 512-341-4593
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http://www.dshs.state.tx.us/wichd/lactate/peer.shtm

From: Norma Longoria [mailto:norma.longoria@wic.co.hidalgo.tx.us]
Sent: Tuesday, September 22, 2009 6:07 PM
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Norma Longoria, MS, LD
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COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
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PHONE: (956) 318-2511
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October 5, 2009

The Honorable JD Salinas, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the base rate per participant ($10.69) for the FY2010 WIC Program grant. Based on FY2009 participants the WIC Program budget is $10,035,304.55. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$10,035,304.55	WIC Program

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/5/09
Date

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. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

HIDALGO COUNTY AUDITOR'S OFFICE
Participant/Extended Hours Analysis
WIC Administration Grant - Fiscal Year 2009
10/01/2008 - 09/30/2009

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(Actual) FY 09 - Participants time Rate (10.69) Apr 09 - Sep 09		$5,027,154.23	
Proj.Revenue FY 09 - Extended Hours		$161,763.99	
Total Revenue Projected for FY 09		**$9,926,498.87**	
Comparison with General Ledger Budget:			
Budget Appropriation for FY 09 on 09/23/09	9,525,132.00		
Budget Amendment for FY 09 on 05/26/09	205,473.66		
Budget Amendment for FY 09 on 09/01/09	102,000.00		
Budget Amendment for FY 09 on 09/15/09	49,000.00		
Amount of WIC Adm budget in General Ledger:		**9,881,605.66**	
Projected revenue amount over / (under) budget		**$44,893.21**	

* = Actual number of participants in Sept. 09 as per WIC's records.
* * = Projected average from most recent three months of extended hours:

FY 2010 WIC ADM PARTICIPANT & EXTENDED HOURS PROJECTION:		
PARTICIPANTS:		
923,624 @ 10.69 =	9,873,540.56	
EXTENDED HOURS - ANNUALIZED:	$161,763.99	
Amount of WIC ADM projected revenues for Fiscal Year 2010:		**10,035,304.55**

Linda Fong

From: Mike Escaname [mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Wednesday, September 30, 2009 2:59 PM
To: 'Linda Fong'
Cc: becky.luna@auditor.co.hidalgo.tx.us
Subject: FW: Certification of REvenues Needed for WIC ADM FY 2010 & WIC Breastfeeding FY 2010
Attachments: Fundingformularates2010accessible.pdf; funding2010accessible.pdf; Contract for FY2010 (8.41 KB); Participant Analysis FY09 09302009 III.pdf

Linda,

I need to revise the amount of WIC Adm revenue projection for FY 2010 as follows:

I overlooked the fact that the FY 2009 revenue was comprised of two different rates; whereas, the FY 2010 should be based solely on the $10.69 rate;

Therefore, the revised Budget Appropriation amount should be as follows:

923,624 participants @ 10.69 / participant = $9,873,540.56

Annualized extended hours =$ 161,763.99

Projected Revenue / Budget FY 2010 **= $10,035,304.00**

Mike E.

From: Mike Escaname [mailto:mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Wednesday, September 30, 2009 1:20 PM
To: 'Linda Fong'
Cc: 'Becky Luna'
Subject: FW: Certification of REvenues Needed for WIC ADM FY 2010 & WIC Breastfeeding FY 2010

Linda,

We need a Certification of Revenue for the **WIC Adm FY 2010 budget** going before CC on 10/06/09 in the amount of **$9,926,498.00.**

Attached is an email from WIC State Office informing Norma Longoria that her contract should be received shortly and that her participant rate will be $10.69 / participant;

He also referred her to the web page listing her funding (based on their funding formula);

They are annualizing based on April 2009 participants (not sure why); but we have always projected her budget based on her actual history of participants for the most recent fiscal year; see the Participant Analysis attachment.

Also, Norma is wanting to appropriate the **WIC Breastfeeding Budget for FY 2010**. We don't have the award letter yet either; That award letter usually comes in later than the WIC Adm contract;

Last year we had to reduce the WIC Breastfeeding budget by $2,100.00 after the award letter came in sometime in December 2008;

If we can appropriate the WIC Breastfeeding budget, I have informed Norma that it cannot be more than what our 2009 fiscal year budget which is **$390,000.00**.

Let me know if this is acceptable.

Thanks,

Mike E.

From: Norma Longoria [mailto:norma.longoria@wic.co.hidalgo.tx.us]
Sent: Tuesday, September 29, 2009 10:30 AM
To: mike.escaname@auditor.co.hidalgo.tx.us; armando.perez@auditor.co.hidalgo.tx.us
Subject:

Hi Mike and Armando,
Attached is what was off the web. Thanks Let me know if you need anything else.

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

Linda Fong

From: Norma Longoria [norma.longoria@wic.co.hidalgo.tx.us]
Sent: Tuesday, September 29, 2009 10:23 AM
To: mike.escaname@auditor.co.hidalgo.tx.us; armando.perez@auditor.co.hidalgo.tx.us
Cc: mague.gonzalez@wic.co.hidalgo.tx.us
Subject: Fw: Contract for FY2010

Please read below. New rate $10.69

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

-----Original Message-----
From: "Jasso, Benny" <Benny.Jasso@dshs.state.tx.us>
Sent 9/29/2009 10:06:16 AM
To: "Norma Longoria" <norma.longoria@wic.co.hidalgo.tx.us>
Subject: RE: Contract for FY2010

The contracts just went out so you should be receiving it any day now if you haven't already. You PPR for FY2010 is $10.69. This information can be found on the e WIC web page.
Let me know if you have any questions.
Thanks!
Benny

Benny Jasso
Quality Assurance Coordinator
Nutrition Services Section
(512) 341-4573
fax: (512) 341-4419
benny.jasso@dshs.state.tx.us

Please consider the environment before printing this email.

From: Norma Longoria [mailto:norma.longoria@wic.co.hidalgo.tx.us]
Sent: Monday, September 28, 2009 10:13 AM
To: Jasso, Benny
Subject: Contract for FY2010

Hi Benny,

Our agency has not received the contract for this fiscal year. In order for my grant to continue, the auditors need an email with the rate of reimbursement per participant. Thanks for your assistance.

Funding for Local WIC Agencies
FY2010

The funding formula starts with a single base rate per participant. Four adjustment factors are included in the formula. Adjustments to the base rate per person are made for population density, median income, site equivalents and participation level. The funding formula rate may vary from year to year depending on statewide funding and factors related to local agency operation. For each local agency, the base reimbursement rate will be adjusted by four factors:

Population Density

The funding formula recognizes that it is inherently more expensive to serve a given size population spread over a wide area than it is to serve the same size population in a small area. This factor adds an amount equal to 15% of the base rate for those local agencies (LAs) in which the highest portion of counties served are defined as very rural (population density of less than 69 people per square mile). It reduces funding by an amount equal to 10% of the base rate for LAs in which the highest portion of counties served are defined as very densely populated (population density of more than 696 people per square mile). LAs in which the highest portion of counties have a population density of 69 through 696 will not receive this adjustment factor. Local agencies will not receive an adjustment factor unless the number of counties within one range (rural, densely populated, or neither) exceeds the number of counties falling within each of the other two ranges.

Source of Data

Number of people per square mile will be taken from the most recent Texas Almanac available at the time funding is determined for the next contract period.

Median Household Income

This factor gives a positive adjustment equal to 2.5% of the base rate to LAs whose host agencies are located in counties with median annual household incomes over $47,140. A negative adjustment equal to 5% of the base rate will be given to LAs whose host agencies are located in counties with median annual household incomes under $30,218. For those LAs whose host agencies are located in counties with median annual household incomes between $ 30,218 and $47,140, there will be no adjustment.

Source of Data

The joint Bureau of the Census/Bureau of Labor Current Population Survey as reflected in the validated statistical report produced by the Texas Department of Health's Research and Public Health Assessment Division. The Survey is conducted monthly, however, questions about income are part of the periodic supplemental questions that are made available in the Survey every two to three years.

Site Equivalents

The funding formula recognizes that cost efficiencies occur in agencies having very few sites. This factor adds funding for LAs that operate many sites, and decreases funding for LAs that have very few sites. LAs that have more than ten site equivalents will receive a positive adjustment equal to 10% of the base rate. LAs having only one site equivalent or less will receive a negative adjustment equal to 10% of the base rate.

Source of Data
Site equivalents are calculated from data submitted by LAs in their annual Plan of Operation which includes actual total hours of operation by LA. To determine site equivalents, a local agency's total hours of operation for all sites, minus the lunch time, is determined. This number is divided by 172 hours, which equals a full time site equivalent's hours of operation for one month (40 hours x 4.3 weeks/month). This number is figured to one decimal place and then rounded to the next highest whole number if the decimal is .1 or greater. If the actual number of clinics sites for a LA is one, its site equivalent will equal one, regardless of the hours of operation. Site equivalents are recalculated each year at the time contract funding is determined and are based on the most recent Plan of Operation on file for each LA.

Participation Level/Size

This factor takes into account the cost efficiencies associated with serving many participants, and the relative cost inefficiency associated with serving a very small level of participation. Participation breaks and percentages are as follows:

Monthly Participation Level	Adjustment Factor
0 – 2,000	15%
2,001 – 5,000	10%
5,001 – 10,000	5%
10,001 – 25,000	No adjustment factor
Over 25,000	-10%

If a LA serves more than one county and the average participation per county is less than 1,000 and the total agency participation is greater than 2,000, the LA will get an adjustment factor of 10% instead of what it would have received based on total participation for the agency.

Source of Data
Data used are February.2009,March.2009 and April 2009.
The average participation for the first three calendar months each year, i.e., January, February and March, as reported in the Texas WIN / EBT System.

Base Rate per Participant $ 11.25

Proposed FY2010 FUNDING FORMULA RATES

Factors		% of Base	+/- of base
Pop Density <	69	15.0%	1.69
Pop Density >	696	-10.0%	-1.13
Salaries >	$ 47,140	2.5%	0.28
Salaries <	$ 30,218	-5.0%	-0.56
SE's <=	1	-10.0%	-1.13
SE's >	10	10.0%	1.13

Factors			% of Base	+/- of base
Size <=		2,000	15%	1.69
Size	2,001	5,000	10%	1.13
Size	5,001	10,000	5%	0.56
Size	10,001	25,000	0%	0
Size	25,001	and above	-10%	-1.13
			Min Rate of:	Max Rate of:
			$9.90	$15.00

LA	*Column 1* Base	*Column 2* population density	*Column 3* median household income	*Column 4* site equivalents	*Column 5* participation size	*Column 6* FY2009 Funding Formula Rates	*Column 7* Estimated Participation *annualized April 2009*	*Column 8* Proposed WIC Formula Gen Admin FY2010 FF Rate
1	11.25	-	0.28	1.13	(1.13)	11.53	439,416	5,066,466
3	11.25	-	(0.56)	1.13	(1.13)	10.69	345,660	3,695,105
4	11.25	1.69	-	-	1.69	14.63	18,912	276,683
5	11.25	-	-	-	0.56	11.81	107,304	1,267,260
7	11.25	(1.13)	-	1.13	(1.13)	10.4	1,282,068	13,333,507
10	11.25	-	-	-	1.13	12.38	46,068	570,322
11	11.25	(1.13)	0.28	-	0.56	10.96	80,388	881,052
12	11.25	-	(0.56)	1.13	(1.13)	10.69	899,856	9,619,461
13	11.25	1.69	-	1.13	-	14.07	301,404	4,240,754
17	11.25	(1.13)	0.28	-	(1.13)	9.9	336,864	3,334,954
19	11.25	1.69	(0.56)	-	1.13	13.51	44,400	599,844
20	11.25	1.69	-	-	1.13	14.07	86,772	1,220,882
21	11.25	-		-	1.13	12.38	55,980	693,032
22	11.25	-	-	-	0.56	11.81	87,468	1,032,997
24	11.25	1.69	(0.56)	-	1.13	13.51	56,208	759,370
26	11.25	(1.13)	0.28	1.13	(1.13)	10.4	993,912	10,336,685
27	11.25	1.69	-	-	-	12.94	176,916	2,289,293
28	11.25	(1.13)	-	-	1.13	11.25	27,348	307,665
29	11.25	-	0.28	-	0.56	12.09	78,384	947,663
30	11.25	-	-	-	1.13	12.38	41,652	515,652
31	11.25	-	0.28	-	-	11.53	201,516	2,323,479
32	11.25	1.69	-	-	0.56	13.5	96,804	1,306,854
33	11.25	-	-	1.13	(1.13)	11.25	562,452	6,327,585
34	11.25	-	-	-	1.13	12.38	55,632	688,724
35	11.25	-	0.28	-	-	11.53	156,888	1,808,919
36	11.25	-	0.28	-	0.56	12.09	115,344	1,394,509

Base Rate per Participant $ 11.25

Proposed FY2010 FUNDING FORMULA RATES

Factors		% of Base	+/- of base
Pop Density <	69	15.0%	1.69
Pop Density >	696	-10.0%	-1.13
Salaries >	$ 47,140	2.5%	0.28
Salaries <	$ 30,218	-5.0%	-0.56
SE's <=	1	-10.0%	-1.13
SE's >	10	10.0%	1.13

Factors			% of Base	+/- of base
Size <=		2,000	15%	1.69
Size	2,001	5,000	10%	1.13
Size	5,001	10,000	5%	0.56
Size	10,001	25,000	0%	0
Size	25,001	and above	-10%	-1.13
			Min Rate of:	Max Rate of:
			$9.90	$15.00

LA	*Column 1* Base	*Column 2* population density	*Column 3* median household income	*Column 4* site equivalents	*Column 5* participation size	*Column 6* FY2009 Funding Formula Rates	*Column 7* Estimated Participation *annualized April 2009*	*Column 8* Proposed WIC Formula Gen Admin FY2010 FF Rate
37	11.25	1.69	-	-	0.56	13.5	63,432	856,332
38	11.25	-	-	-	0.56	11.81	64,920	766,705
39	11.25	1.69	-	-	-	12.94	194,448	2,516,157
40	11.25	-	-	-	1.13	12.38	53,364	660,646
41	11.25	(1.13)	-	1.13	(1.13)	10.12	597,576	6,047,469
42	11.25	-	0.28	-	0.56	12.09	96,948	1,172,101
43	11.25	1.69	-	-	1.69	14.63	19,548	285,987
44	11.25	1.69	-	-	1.13	14.07	35,316	496,896
45	11.25	1.69	-	(1.13)	1.69	13.5	8,364	112,914
46	11.25	-	0.28	-	0.56	12.09	84,432	1,020,783
48	11.25	(1.13)	0.28	1.13	(1.13)	10.4	763,476	7,940,150
49	11.25	1.69	(0.56)	-	1.69	14.07	11,304	159,047
51	11.25	-	-	-	1.13	12.38	39,600	490,248
53	11.25	1.69	-	-	1.69	14.63	18,396	269,133
54	11.25	(1.13)	0.28	1.13	(1.13)	10.4	682,392	7,096,877
56	11.25	1.69	-	-	1.13	14.07	57,492	808,912
58	11.25	-	-	-	1.13	12.38	45,948	568,836
59	11.25	(1.13)	-	(1.13)	1.13	10.12	45,324	458,679
60	11.25	1.69	-	-	1.69	14.63	17,556	256,844
61	11.25	1.69	-	-	1.13	14.07	29,136	409,944
62	11.25	1.69	-	(1.13)	1.69	13.5	18,780	253,530
63	11.25	1.69	0.28	-	1.69	14.91	15,264	227,586
64	11.25	1.69	-	-	1.69	14.63	21,324	311,970
65	11.25	-	-	(1.13)	1.13	11.25	32,544	366,120
67	11.25	1.69	-	-	1.13	14.63	25,524	373,416
69	11.25	1.69	0.28	-	1.13	14.35	33,972	487,498

Base Rate per Participant $ 11.25

Proposed FY2010 FUNDING FORMULA RATES

Factors		% of Base	+/- of base	Factors			% of Base	+/- of base
Pop Density <	69	15.0%	1.69	Size <=		2,000	15%	1.69
Pop Density >	696	-10.0%	-1.13	Size	2,001	5,000	10%	1.13
Salaries >	$ 47,140	2.5%	0.28	Size	5,001	10,000	5%	0.56
Salaries <	$ 30,218	-5.0%	-0.56	Size	10,001	25,000	0%	0
SE's <=	1	-10.0%	-1.13	Size	25,001	and above	-10%	-1.13
SE's >	10	10.0%	1.13				Min Rate of:	Max Rate of:
							$9.90	$15.00

	Column 1	*Column 2*	*Column 3*	*Column 4*	*Column 5*	*Column 6*	*Column 7*	*Column 8*	
LA	Base	population density	median household income	site equivalents	participation size	FY2009 Funding Formula Rates	Estimated Participation *annualized April 2009*	Proposed WIC Formula Gen Admin FY2010 FF Rate	
70	11.25	1.69	0.28	-	1.69	14.91	8,616	128,465	
71	11.25	(1.13)	0.28	-	-	10.4	137,184	1,426,714	
73	11.25	(1.13)	-	-	-	10.68	125,424	1,339,528	
74	11.25	1.69	-	(1.13)	1.69	13.5	16,308	220,158	
76	11.25	1.69	0.28	1.13	1.13	15	508,464	7,626,960	
77	11.25	1.69	0.28	1.13	(1.13)	13.7	364,176	4,989,211	
83	11.25	1.69	0.28	-	1.13	14.35	33,564	481,643	
84	11.25	1.69	0.28	-	0.56	13.78	116,340	1,603,165	
87	11.25	1.69	0.28	-	0.56	14.35	113,868	1,634,006	
88	11.25	1.69	0.28	-	1.13	14.35	64,956	932,119	
89	11.25	(1.13)	-	-	0.56	11.25	62,724	705,645	
90	11.25	(1.13)	-	-	0.56	10.96	75,228	824,499	
94	11.25	1.69	-	1.13	1.13	15	149,628	2,244,420	
95	11.25	1.69	0.28	-	1.69	14.91	23,364	348,357	
100	11.25	1.69	-	-	0.56	13.5	105,660	1,426,410	
102	11.25	1.69	-	-	1.13	14.07	48,468	681,945	
105	11.25	1.69	-	-	1.69	14.63	11,640	170,293	
106	11.25	1.69	-	-	1.69	14.63	17,268	252,631	
107	11.25	1.69	-	-	1.13	14.07	39,096	550,081	
108	11.25	-	-	-	0.56	12.38	67,104	830,748	
109	11.25	1.69	-	-	1.69	14.63	14,328	209,619	
							11,875,404	**$ 137,880,117**	
							989,617	**$ 11.61**	
								$ 11,490,010	

DATE: 9/22/2009

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 9.1292.441.00.350.001.0

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 follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS		ACCOUNT (OBJECT) NAME	AMOUNT
9.1292.441.00.350.001.0.	112	Salaries	98,280.00
9.1292.441.00.350.001.0.	113	Perm F/T Employees	6,060,302.00
9.1292.441.00.350.001.0.	114	Perm P/T Employees	149,240.00
9.1292.441.00.350.001.0.	115	Longevity	85,800.00
9.1292.441.00.350.001.0.	211	Health Insurance	920,244.00
9.1292.441.00.350.001.0.	212	Life Insurance	5,967.00
9.1292.441.00.350.001.0.	220	FICA	489,112.00
9.1292.441.00.350.001.0.	230	Retirement	568,966.00
9.1292.441.00.350.001.0.	250	Unemployment	31,539.00
9.1292.441.00.350.001.0.	260	Workers Comp	55,509.00
9.1292.441.00.350.001.0.	312	Indirect Costs	596,504.55
9.1292.441.00.350.001.0.	346	Hauling & Freight	1,000.00
9.1292.441.00.350.001.0.	411	Water /Sewer	10,000.00
9.1292.441.00.350.001.0.	412	Cable /TV	10,000.00
9.1292.441.00.350.001.0.	413	Survellance & Security	8,000.00
9.1292.441.00.350.001.0.	421	Disposal	10,000.00
9.1292.441.00.350.001.0.	423	Custodial	20,000.00
9.1292.441.00.350.001.0.	425	Pest Control	1,000.00
9.1292.441.00.350.001.0.	431	Bldg.Repair & R&M Service	5,000.00
9.1292.441.00.350.001.0.	432	Equp. R&M Service	6,000.00
9.1292.441.00.350.001.0.	441	Land & Bldg.Rental	600,000.00
9.1292.441.00.350.001.0.	442	Equip & Vehicle Rental	2,000.00
9.1292.441.00.350.001.0.	521	Property Insurance	7,000.00
9.1292.441.00.350.001.0.	522	Vehicle Liability Insurance	2,000.00
9.1292.441.00.350.001.0.	524	General Insurance	10,000.00
9.1292.441.00.350.001.0.	529	Surety & Notary Bonds	100.00
9.1292.441.00.350.001.0.	531	Telephone	40,000.00
9.1292.441.00.350.001.0.	532	Wireless devices	3,000.00
9.1292.441.00.350.001.0.	534	Internet	3,000.00
9.1292.441.00.350.001.0.	535	Postage	18,000.00
9.1292.441.00.350.001.0.	540	Advertising	2,981.00
9.1292.441.00.350.001.0.	550	Printing	3,000.00
9.1292.441.00.350.001.0.	581	Travel In County	18,000.00
9.1292.441.00.350.001.0.	583	Travel Out Of County	10,000.00
9.1292.441.00.350.001.0.	584	Registration	12,000.00
9.1292.441.00.350.001.0.	601	Office & Computer Supplies	30,000.00
9.1292.441.00.350.001.0.	603	Education Supplies	8,000.00
9.1292.441.00.350.001.0.	604	Medical Supplies	30,000.00

DATE: 9/22/2009

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 9.1292.441.00.350.001.0

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 follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS		ACCOUNT (OBJECT) NAME	AMOUNT
9.1292.441.00.350.001.0.	607	Cleaning Supplies	8,000.00
9.1292.441.00.350.001.0.	609	Agriculteral & Landscaping supplies	150.00
9.1292.441.00.350.001.0.	613	Safetu Supplies	200.00
9.1292.441.00.350.001.0.	622	Electricity	70,000.00
9.1292.441.00.350.001.0.	626	Gas/Diesel	12,000.00
9.1292.441.00.350.001.0.	631	Bottle Water	5,000.00
9.1292.441.00.350.001.0.	640	Reference Materials	300.00
9.1292.441.00.350.001.0.	661	Minor Office Equipment	300.00
9.1292.441.00.350.001.0.	664	Other miinor equipment	300.00
9.1292.441.00.350.001.0.	665	Minor computer equipment	300.00
9.1292.441.00.350.001.0.	671	Bldg R&M Supplies	300.00
9.1292.441.00.350.001.0.	672	Repair & Maint. Supplies equip, veh	300.00
9.1292.441.00.350.001.0.	679	Vehicle R&M Supplies	1,000.00
9.1292.441.00.350.001.0.	780	Capital Lease	4,860.00
9.1292.441.00.350.001.0.	810	Dues & Membership	550.00
9.1292.441.00.350.001.0.	811	License & Permits	200.00
9.1292.331.10.350.001.0.	000	WIC ADM- REVENUES (participant)	9,873,540.56
9.1292.331.10.350.001.0.	000	WIC ADM- REVENUES (extended hrs)	161,763.99
		TOTAL FUND BALANCE IMPACT	10,035,304.55

REASON: To appropriate funding for FY 2010 WIC Admin. grant budget.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT **DATE** **ATTEST COUNTY CLERK**

DATE: 9/17/2008

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT
BF Peer Counselor

ACCOUNT NUMBER: 9.1292.441.00.350.002.0

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 depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS		ACCOUNT (OBJECT) NAME	AMOUNT
9.1292.441.00.350.002.0	113	Salaries of F/T Employees	292,813.00
9.1292.441.00.350.002.0	115	Longevity	360.00
9.1292.441.00.350.002.0	211	Health Insurance	58,296.00
9.1292.441.00.350.002.0	212	Life Insurance	378.00
9.1292.441.00.350.002.0	220	FICA	22,428.00
9.1292.441.00.350.002.0	230	Retirement Contributions	11,683.00
9.1292.441.00.350.002.0	250	Unemployment Compenstion	1,465.00
9.1292.441.00.350.002.0	260	Workers Compensation	2,577.00
9-1292-331-10-350-002-0-	000	WIC B/F PROGRAM REVENUES	390,000.00
		TOTAL BUDGET INCREASE REQUEST	390,000.00

REASON: To appropriate funding for the FY 2010 BF grant Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE: / /

ATTEST COUNTY CLERK

HIDALGO COUNTY
FY 2010 SALARY SCHEDULE

1292-441-00-350-002-0

WIC B/F PRG

Slot #	Obj Code	POSITION TITLE	FY 2010 BUDGETED SALARY	Other Allowances	TOTAL COMPENSATION
				Longevity 115	
0001	113	BF PEER COUNSELOR	22,348.00	360.00	45,056.00
0002	113	BF PEER COUNSELOR	18,640.00	0.00	35,280.00
0003	113	BF PEER COUNSELOR	20,640.00	0.00	41,280.00
0004	113	BF PEER COUNSELOR	25,000.00	0.00	50,000.00
0005	113	BF PEER COUNSELOR	22,211.00	0.00	44,422.00
0006	113	BF PEER COUNSELOR	18,640.00	0.00	37,280.00
0007	113	BF PEER COUNSELOR	21,296.00	0.00	42,592.00
0008	113	BF PEER COUNSELOR	21,296.00	0.00	42,592.00
0009	113	BF PEER COUNSELOR	23,296.00	0.00	46,592.00
0010	113	BF PEER COUNSELOR	18,640.00	0.00	38,280.00
0011	113	BF PEER COUNSELOR	20,763.00	0.00	41,526.00
0012	113	BF PEER COUNSELOR	20,763.00	0.00	41,526.00
0013	113	BF PEER COUNSELOR	19,640.00	0.00	39,280.00
0014	113	BF PEER COUNSELOR	19,640.00	0.00	39,280.00
		TOTAL	**292,813.00**	**360.00**	**584,986.00**

HIDALGO COUNTY
FY 2010 SALARY SCHEDULE

1292-441-00-350-001-0
WIC ADM

Slot #	Obj Code	POSITION TITLE	FY 2010 BUDGETED SALARY	Other Allowances	2009 TOTAL COMPENSATION
				Longevity 115	
0001	112	WIC DIRECTOR	98,280.00	1,860.00	100,140.00
0002	113	AREA COORD	69,669.00	1,080.00	70,749.00
0003	113	AREA COORD	63,656.00	900.00	64,556.00
0005	113	PERSONNEL/ BUDGET	45,000.00	1,200.00	46,200.00
0006	113	NUTRITIONIST	58,388.00	1,320.00	59,708.00
0008	113	REGISTER DIET	50,783.00	660.00	51,443.00
0010	113	NUTRITIONIST	41,895.00	0.00	41,895.00
0011	113	NUTRITIONIST	48,657.00	540.00	49,197.00
0012	113	ADMIN TECH II	55,000.00	1,860.00	56,860.00
0013	113	REGISTERED DIETITIAN	48,434.00	0.00	48,434.00
0014	113	NUTRITIONIST	46,428.00	540.00	46,968.00
0015	113	REGISTERED DIETICIAN	45,864.00	0.00	45,864.00
0017	113	LVN	44,664.00	1,080.00	45,744.00
0018	113	NUTRITIONIST	44,664.00	420.00	45,084.00
0019	113	NUTRITIONIST	44,664.00	540.00	45,204.00
0020	113	NUTRITIONIST	44,664.00	360.00	45,024.00
0021	113	NUTRITIONIST	44,664.00	420.00	45,084.00
0022	113	LVN/ CLINIC MANAGER	44,077.00	840.00	44,917.00
0023	113	CLINIC MANAGER	44,077.00	420.00	44,497.00
0024	113	CLINIC MANAGER	44,077.00	720.00	44,797.00
0025	113	CLINIC MANAGER	43,489.00	720.00	44,209.00
0026	113	NUTRITIONIST	42,315.00	0.00	42,315.00
0027	113	LVN	42,315.00	780.00	43,095.00
0028	113	CLINIC MANAGER	42,315.00	420.00	42,735.00
0029	113	CLINIC MANAGER	42,315.00	0.00	42,315.00
0030	113	NUTRITIONIST	42,315.00	0.00	42,315.00
0031	113	CLINIC MANAGER	42,315.00	780.00	43,095.00
0032	113	NUTRITIONIST	42,315.00	0.00	42,315.00
0033	113	CLINIC MANAGER	42,315.00	0.00	42,315.00
0034	113	CLINIC MANAGER	42,315.00	480.00	42,795.00
0035	113	NUTRITIONIST	42,315.00	0.00	42,315.00
0036	113	LVN	41,844.00	960.00	42,804.00
0037	113	LVN	41,844.00	600.00	42,444.00
0039	113	LVN	41,725.00	900.00	42,625.00
0040	113	LVN	41,725.00	660.00	42,385.00
0041	113	LVN	41,725.00	480.00	42,205.00
0042	113	VENDOR LIASON	42,663.00	1,020.00	43,683.00
0044	113	LVN	39,487.00	0.00	39,487.00
0045	113	WCS II	38,540.00	1,860.00	40,400.00
0047	113	LVN	39,312.00	0.00	39,312.00
0048	113	WCS I	37,140.00	1,020.00	38,160.00
0049	113	WCS I	37,140.00	1,200.00	38,340.00
0050	113	WCS I	37,140.00	1,920.00	39,060.00
0051	113	WCS I	27,788.00	0.00	27,788.00
0053	113	LVN	39,356.00	0.00	39,356.00
0054	113	LVN	39,356.00	0.00	39,356.00
0055	113	CLERK	21,640.00	0.00	21,640.00
0057	113	CLERK II	33,938.00	1,800.00	35,738.00
0058	113	CLERK	33,938.00	1,920.00	35,858.00
0059	113	CLERK II	35,650.00	960.00	36,610.00
0060	113	CLERK	32,624.00	1,620.00	34,244.00
0061	113	CLERK	28,079.00	900.00	28,979.00
0062	113	CLERK	31,980.00	1,620.00	33,600.00
0063	113	CLERK	31,921.00	1,320.00	33,241.00
0064	113	CLERK	31,849.00	1,260.00	33,109.00
0065	113	CLINIC AIDE	31,596.00	1,080.00	32,676.00
0066	113	CLERK	29,888.00	660.00	30,548.00
0067	113	WCS I	31,450.00	1,020.00	32,470.00

HIDALGO COUNTY
FY 2010 SALARY SCHEDULE

1292-441-00-350-001-0
WIC ADM

Slot #	Obj Code	POSITION TITLE	FY 2010 BUDGETED SALARY	Other Allowances	2009 TOTAL COMPENSATION
				Longevity 115	
0068	113	WCS I	30,633.00	780.00	31,413.00
0069	113	CLERK	27,000.00	0.00	27,000.00
0070	113	CLERK	30,182.00	1,260.00	31,442.00
0071	113	WCS I	29,951.00	660.00	30,611.00
0072	113	ADMIN CLERK	32,000.00	900.00	32,900.00
0073	113	WCS I	29,789.00	720.00	30,509.00
0074	113	WCS I	29,789.00	1,020.00	30,809.00
0075	113	CLERK	29,439.00	1,080.00	30,519.00
0076	113	CLERK	29,439.00	1,200.00	30,639.00
0077	113	CLERK	28,915.00	1,200.00	30,115.00
0078	113	CLERK	28,915.00	420.00	29,335.00
0079	113	WCS I	28,465.00	960.00	29,425.00
0080	113	WCS I	26,831.00	0.00	26,831.00
0081	113	CLERK	28,194.00	720.00	28,914.00
0082	113	CLINIC AIDE	28,022.00	960.00	28,982.00
0083	113	CLERK	28,022.00	540.00	28,562.00
0084	113	WCS I	28,831.00	600.00	29,431.00
0085	113	CLERK	27,090.00	780.00	27,870.00
0086	113	MAINTENANCE CLERK	28,000.00	480.00	28,480.00
0087	113	CLINIC AIDE	26,831.00	960.00	27,791.00
0088	113	CLINIC AIDE	26,831.00	900.00	27,731.00
0089	113	WCS I	26,831.00	660.00	27,491.00
0090	113	WAREHOUSE CLERK	27,023.00	420.00	27,443.00
0091	113	CLERK	19,640.00	0.00	19,640.00
0092	113	CLERK	25,872.00	720.00	26,592.00
0094	113	DELIVERY CLERK/DRIVER	27,023.00	360.00	27,383.00
0095	113	CLINIC AIDE	25,465.00	0.00	25,465.00
0096	113	CLERK	25,090.00	1,080.00	26,170.00
0097	113	CLERK	15,080.00	0.00	15,080.00
0098	113	CLINIC AIDE	24,653.00	0.00	24,653.00
0099	113	CLINIC AIDE	24,653.00	780.00	25,433.00
0100	113	CLERK	24,653.00	0.00	24,653.00
0101	113	CLINIC AIDE	24,618.00	780.00	25,398.00
0102	113	CLERK	24,103.00	480.00	24,583.00
0103	113	CLERK	23,974.00	780.00	24,754.00
0104	113	CLERK	23,622.00	480.00	24,102.00
0105	113	CLERK	23,622.00	600.00	24,222.00
0106	113	CLERK	23,079.00	420.00	23,499.00
0107	113	CLERK	23,050.00	960.00	24,010.00
0108	113	CLERK	19,640.00	0.00	19,640.00
0109	113	CLERK	17,640.00	0.00	17,640.00
0110	113	CLERK	22,926.00	420.00	23,346.00
0111	113	CLERK	19,640.00	0.00	19,640.00
0112	113	B.F. CLERK	22,926.00	540.00	23,466.00
0113	113	CLERK	22,926.00	480.00	23,406.00
0114	113	CLERK	18,640.00	0.00	18,640.00
0115	113	CLERK	18,640.00	0.00	18,640.00
0116	113	CLERK	22,926.00	720.00	23,646.00
0117	113	CLERK	22,926.00	360.00	23,286.00
0118	113	CLERK	22,926.00	480.00	23,406.00
0119	113	B.F. CLERK	22,926.00	600.00	23,526.00
0120	113	CLERK	17,640.00	0.00	17,640.00
0121	113	BF CLERK	22,926.00	420.00	23,346.00
0122	113	CLERK	22,926.00	420.00	23,346.00
0123	113	CLERK	22,926.00	480.00	23,406.00
0124	113	CLERK	22,926.00	480.00	23,406.00
0125	113	CLERK	22,926.00	780.00	23,706.00
0126	113	CLERK	22,926.00	420.00	23,346.00

HIDALGO COUNTY
FY 2010 SALARY SCHEDULE

1292-441-00-350-001-0
WIC ADM

Slot #	Obj Code	POSITION TITLE	FY 2010 BUDGETED SALARY	Other Allowances	2009 TOTAL COMPENSATION
				Longevity 115	
0127	113	CLERK	22,926.00	960.00	23,886.00
0128	113	CLERK	22,926.00	540.00	23,466.00
0129	113	CLERK	22,926.00	540.00	23,466.00
0130	113	CLERK	22,926.00	0.00	22,926.00
0131	113	CLERK	22,926.00	0.00	22,926.00
0132	113	CLERK	22,926.00	360.00	23,286.00
0133	113	CLERK	18,640.00	0.00	18,640.00
0134	113	CLEANING AIDE	22,926.00	900.00	23,826.00
0135	113	CLEANING AIDE	22,926.00	480.00	23,406.00
0136	113	CLERK	22,926.00	420.00	23,346.00
0137	113	CLINIC AIDE	18,640.00	0.00	18,640.00
0138	113	CLERK	22,926.00	420.00	23,346.00
0139	113	CLERK	19,640.00	0.00	19,640.00
0140	113	CLERK	22,348.00	0.00	22,348.00
0141	113	CLEANING AIDE	22,348.00	780.00	23,128.00
0142	113	CLERK	18,640.00	0.00	18,640.00
0143	113	CLERK	22,348.00	360.00	22,708.00
0144	113	CLERK	22,348.00	360.00	22,708.00
0145	113	CLERK	22,348.00	0.00	22,348.00
0146	113	CLERK	22,348.00	360.00	22,708.00
0147	113	CLERK	18,640.00	0.00	18,640.00
0148	113	CLINIC AIDE	22,348.00	360.00	22,708.00
0149	113	CLEANING AIDE	22,348.00	660.00	23,008.00
0150	113	CLERK	18,640.00	0.00	18,640.00
0151	113	CLERK	19,640.00	0.00	19,640.00
0152	113	CLERK	22,211.00	0.00	22,211.00
0153	113	CLERK	22,211.00	300.00	22,511.00
0154	113	CLERK	22,211.00	300.00	22,511.00
0155	113	CLERK	22,211.00	0.00	22,211.00
0156	113	CLERK	18,640.00	0.00	18,640.00
0157	113	CLERK	22,211.00	300.00	22,511.00
0158	113	CLERK	22,211.00	0.00	22,211.00
0159	113	CLERK	22,211.00	300.00	22,511.00
0160	113	CLERK	22,211.00	0.00	22,211.00
0161	113	CLINIC AIDE	21,296.00	0.00	21,296.00
0162	113	CLINIC AIDE	21,296.00	0.00	21,296.00
0163	113	CLERK	17,640.00	0.00	17,640.00
0164	113	CLERK	19,640.00	0.00	19,640.00
0165	113	CLERK	21,296.00	0.00	21,296.00
0166	113	CLERK	21,296.00	0.00	21,296.00
0167	113	CLERK	19,640.00	0.00	19,640.00
0168	113	CLERK	21,296.00	0.00	21,296.00
0169	113	CLINIC AIDE	19,640.00	0.00	19,640.00
0170	113	CLERK	18,640.00	0.00	18,640.00
0171	113	CLINIC AIDE	21,296.00	0.00	21,296.00
0172	113	CLERK	21,296.00	0.00	21,296.00
0173	113	CLERK	18,640.00	0.00	18,640.00
0174	113	CLERK	18,640.00	0.00	18,640.00
0175	113	CLERK	18,640.00	0.00	18,640.00
0176	113	CLERK	18,640.00	0.00	18,640.00
0177	113	CLERK	20,763.00	0.00	20,763.00
0178	113	CLERK	18,640.00	0.00	18,640.00
0179	113	CLINIC AIDE	19,640.00	0.00	19,640.00
0180	113	CLERK	20,763.00	0.00	20,763.00
0181	113	CLINIC AIDE	19,640.00	0.00	19,640.00
0182	113	CLINIC AIDE	19,763.00	0.00	19,763.00
0183	114	CLERK	17,325.00	0.00	17,325.00
0185	114	CLEANING AIDE	11,512.00	0.00	11,512.00

HIDALGO COUNTY
FY 2010 SALARY SCHEDULE

1292-441-00-350-001-0
WIC ADM

Slot #	Obj Code	POSITION TITLE	FY 2010 BUDGETED SALARY	Other Allowances	2009 TOTAL COMPENSATION
				Longevity 115	
0186	114	CLEANING AIDE	11,512.00	0.00	11,512.00
0187	114	CLEANING AIDE	11,512.00	0.00	11,512.00
0188	114	CLEANING AIDE	11,512.00	0.00	11,512.00
0190	114	CLEANING AIDE	11,512.00	0.00	11,512.00
0191	114	CLEANING AIDE	11,512.00	0.00	11,512.00
0192	114	CLEANING AIDE	9,828.00	0.00	9,828.00
0193	114	CLEANING AIDE	9,849.00	0.00	9,849.00
0194	114	CLEANING AIDE	11,207.00	0.00	11,207.00
0195	114	CLEANING AIDE	11,207.00	0.00	11,207.00
0196	114	CLEANING AIDE	10,376.00	0.00	10,376.00
0197	114	CLEANING AIDE	10,376.00	0.00	10,376.00
0198	113	NUTRITIONIST	42,315.00	0.00	42,315.00
0199	113	NUTRITIONIST	42,315.00	0.00	42,315.00
0200	113	AREA COORDINATOR	55,000.00	0.00	55,000.00
0201	113	LVN	39,445.00	0.00	39,445.00
0202	113	LVN	39,445.00	0.00	39,445.00
0203	113	CLERK	19,640.00	0.00	19,640.00
0204	113	CLERK	19,640.00	0.00	19,640.00
0205	113	CLERK	19,640.00	0.00	19,640.00
0206	113	CLERK	19,640.00	0.00	19,640.00
0207	113	CLERK	19,640.00	0.00	19,640.00
0208	113	CLERK	18,640.00	0.00	18,640.00
0209	113	CLINIC AIDE	19,640.00	0.00	19,640.00
0210	113	CLINIC AIDE	19,640.00	0.00	19,640.00
0211	113	CLEANING AIDE	19,640.00	0.00	19,640.00
0212	113	REGISTERED DIETICIAN	45,864.00	0.00	45,864.00
0213	113	CLERK	19,640.00	0.00	19,640.00
0214	113	CLERK	19,640.00	0.00	19,640.00
0215	113	CLERK	17,640.00	0.00	17,640.00
0216	113	NUTRITIONIST	42,315.00	0.00	42,315.00
0218	113	NUTRITIONIST	40,000.00	0.00	40,000.00
0219	113	NUTRITION EDUCATION COORDINATOR	54,600.00	360.00	54,960.00
0220	113	BF COORDINATOR	54,600.00	600.00	55,200.00
0221	113	NUTRITIONIST	40,000.00	0.00	40,000.00
0222	113	CLEANING AIDE	23,923.00	0.00	23,923.00
0223	113	CLINIC AIDE	18,640.00	0.00	18,640.00
0224	113	CLERK	18,640.00	0.00	18,640.00
0225	113	REGISTERED DIETITIAN	44,100.00	0.00	44,100.00
0226	113	REGISTERED DIETITIAN	44,100.00	0.00	44,100.00
0227	113	CLERK	18,640.00	0.00	18,640.00
0228	113	CLERK	18,640.00	0.00	18,640.00
0230	113	MOBILE CLINIC DRIVER	28,465.00	420.00	28,885.00
0231	113	ADMINISTRATIVE ASSISTANT	34,000.00	360.00	34,360.00
0232	113	REGISTERED DIETITIAN	44,100.00	0.00	44,100.00
0234	113	CLEANING AIDE	23,902.00	0.00	23,902.00
0235	113	CLERK	18,640.00	0.00	18,640.00
0236	113	CLERK	18,640.000	0.00	18,640.00
		Total Dept Head	98,280.00	1,860.00	100,140.00
		Total Regular full-time	5,855,112.00	81,780.00	5,936,892.00
		Total Regular part-time	354,430.00	780.00	355,210.00
		TOTAL	**6,307,822.00**	**84,420.00**	**6,392,242.00**

AI-17732 **20.A.**

FY09 Recovery JAG Program Grant - Appropriation - Sheriff's Office
CC REGULAR

Date:	10/06/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for the FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) award.

2. Approval to appropriate funds for the FY09 Recovery Act Edward Byrne Memorial - Justice Assistance Grant Program award budget in the amount of $519,453.00 (1284).

BACKGROUND

Grant award was accepted by Commissioners' Court on 09/01/09 (Agenda Item #18.B (17156)).
Awarded funds will be used in the purchase of equipment that will improve/enhance law enforcement activities.
Grant period is 03/01/2009 to 02/28/2013.
Approval to apply for grant by Commissioners' Court on 03/17/09 (Agenda Item #13B).
No local cash match is required.
Award# 2009-SB-B9-3110

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-065-3-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $519,453.00 for the FY 09 Jag Grant (Recovery Act).
Revenue account--> 9-1284-331-10-280-065-3-000 Justice Assistance Grant (Recovery) – Revenue

No local cash match is required.

Attachments

Link: Certification of Revenues letter

Link: FY09 Recovery Jag Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	09/30/2009 12:02 PM	APRV
2	Budget & Management	Erika Zamora	09/30/2009 02:24 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/01/2009 11:14 AM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Emilia Uriegas

Started On: 09/28/2009 11:46 AM

Final Approval Date: 10/02/2009

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

August 27, 2009

The Honorable JD Salinas, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the following grant award from the U.S. Department of Justice – Office of Justice Programs. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$519,453.00	Recovery JAG Program

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/27/09
Date

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. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs *Washington, D.C. 20531*

August 21, 2009

The Honorable J.D. Salinas
Hidalgo County
100 E. Cano Street, 2nd Floor
Edinburg, TX 78539-4548

Dear Judge Salinas:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation in the amount of $519,453 for Hidalgo County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Esmeralda C. Womack, Program Manager at (202) 353-3450; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

James H. Burch II
Acting Director

Enclosures

DATE: September 28, 2009

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: FY09 Recovery JAG Program

ACCOUNT NUMBER: 9-1284-421-00-280-065-3-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
9-1284-421-00-280-065-3-336	Computer Services	28,963.00
9-1284-421-00-280-065-3-432	Repair & Maintenance Services--Equip. & Veh.	6,600.00
9-1284-421-00-280-065-3-532	Wireless Devices	55,425.00
9-1284-421-00-280-065-3-585	Non-Employee Travel	9,800.00
9-1284-421-00-280-065-3-601	Office and Computer Supplies	7,125.00
9-1284-421-00-280-065-3-665	Minor Computer Equipment	25,050.00
9-1284-421-00-280-065-3-667	Minor Software	3,530.00
9-1284-421-00-280-065-3-745	Computer Equipment	106,250.00
9-1284-421-00-280-065-3-747	Software	276,710.00
	TOTAL APPROPRIATIONS	519,453.00
9-1284-331-10-280-065-3-000	Justice Assistance Grant (JAG), Bureau of Justice Assistance (BJA), Office of Justice Programs	519,453.00
	TOTAL REVENUES	519,453.00

REASON: **To appropriate budget for the FY09 Recovery JAG Program Grant with the Office of Justice Programs, U.S. Department of Justice.**

Grant Award Number: 2009-SB-B9-3110 **Grant Period: 03/01/2009 to 02/28/2013**

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-17712 **21.A.**

Approval of payment - Cesar Chavez Drainage Project

CC REGULAR

Date:	10/06/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Consideration and or approval of payment of Parcel 1 a 0.884 acre tract of land out of a 5.0 acre tract out of Lot 16, Block 44, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas for the Cesar Chavez Drainage Project - Thelma Garcia.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-039-0-711

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

BUDGETARY IMPACT:

Line item transfer being done to meet the expenses. Refer to AI 17793: Funding is pending transfer (AI 17793 $70,000.00).

Attachments

Link: Parcel 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/24/2009 01:45 PM	APRV
2	Olga Garza	Olga Garza	10/02/2009 09:23 AM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Sandra Garcia — Started On: 09/24/2009 01:15 PM

Final Approval Date: 10/02/2009

JOSE N. PEÑA
Director

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

MEMORANDUM

To: **Commissioners' Court**

From: **Danny Guzman** D.G.
Right of Way Agent

Date: **September 22, 2009**

Subject: **Cesar Chavez Drainage Project**
Parcel # 1-B – Thelma Garcia

==========

Appraised Value	**$ 30,345.00**
Settlement Demand	**$ 31,000.00 ****
Difference	**$ 655.00 ****

****See attached letter**

Commissioners' Court Executive Session September 22, 2009.

_____**Approved**

_____**Not Approved**

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

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Thelma Trevino Wednesday, September 16, 2009 10:36 AM

From: "anselmo trevino" <atrevin449@yahoo.com>

To: dannyguzman65@yahoo.com

Dear Mr. Guzman,
I recieved your offer and after carefull consideration I believe I would sell the my property for thirty one thousand dollars ($31,000). If you agree, please let us proceed with this transaction. Thank you. I await your response.

Thelma Trevino
1240 Cesar Chavez Rd
Alamo, TX 78516

Folders
Inbox (38)
Drafts (5)
Sent
Spam (253) [Empty]
Trash [Empty]

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REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property:	Located along the eastern frontage of Cesar Chavez Road, Hidalgo County, Texas.	District ROW CSJ:	Pharr N/A
Property Owner:	Thelma Garcia	Parcel:	1B
Address of Property Owner:	212 Martha Street Weslaco, Texas 78596	Federal Project No:	N/A
Occupant's Name:	Thelma Garcia		
Whole: ☐	Partial: ☑ Acquisition	Highway:	Cesar Chavez Drainage Project 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.

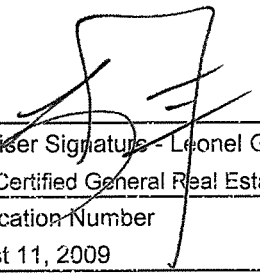
Market Value

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 $30,345 as of July 8, 2009, based upon my independent appraisal and the exercise of my professional judgment; on July 8, 2009, I personally inspected in the field the property herein appraised; I afforded Thelma Garcia, 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 August 7, 2009, 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 or officials of the Federal Highway Administration until authorized by County 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
August 11, 2009
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 Precinct No. 2 under the direction of Honorable Hidalgo County Commissioner Hector "Tito" Palacios. Commissioner Palacios and others which would be involved with the acquisition of said proposed right-of-way. The part to be acquired is for the expansion and improvement of an existing drainage canal with the project limits: Being an area of land located between Eldora Road and Sioux Road , from Cesar Chavez Road to east of Alamo Road, in Hidalgo County, Texas.

The intended use of the report is to assist Danny Guzman, Right-of-Way Agent and others involved with the project, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo. 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 Precinct No. 2 and may include other governmental entities which may be participating in the project. Danny Guzman is the right-of-way agent of which has a local office located at 2401 N Moorefield Road, Mission, Texas. Danny Guzman, Right-of-Way Agent of the Hidalgo County Right-of-Way Department, shall be the project manager for this project under the direction of Commissioner Hector "Tito" Palacios. Mr. Guzman can be contacted at (956) 283-8134.

Scope of the Assignment
By work order date July 7, 2009, on behalf of Hidalgo County Precinct No. 2, Danny Guzman, requested 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 R. Gutierrez Engineering Corporation located at 130 E. Park Avenue, Pharr, 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, 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. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way.

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 Hidalgo County Precinct No. 2, 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 (mineral and or ground lease), 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 corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

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. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way. The property owner shall reserve the right to contact this office after the date of inspection for an additional on-site inspection in their presence.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along southern property boundary of the subject property and does not affect the remainder of the tract in the remainder after state. As per scope of the assignment, the subject property 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 local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a 5.0 acre tract of land as described by survey. Any existing road right-of-way indicated along Cesar Chavez Road shall be excluded as per scope of the assignment. The area for the subject property as a whole is indicated as per survey provided by R. Gutierrez Engineering Corporation dated July 6, 2009. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 1.6667 acres to 7.68 acres. These indicated economic unit values are used for the valuation of the proposed acquisition as the part to be acquired does constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the whole.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the net land area to be acquired is 0.884 acres (38,507 square feet) of which 0.017 acres (741 square feet) of which is in a Hidalgo County Drainage District No. 2 drainage ditch easement. Therefore, the net fee land area to be acquired is 0.867 Acres. The proposed acquisition is located east of Cesar Chavez Road. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. 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 trends along Cesar Chavez Road. This highest and best use is further explained on page 1.4 of this report.

To Be Acquired (Net)	**0.867 Acres**
	37,767 S.F.

Legal Description of the Part To Be Acquired
Being a 0.884 acre tract of land out of a 5.0 acre tract out of the Lot 16, Block 44, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas as recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas.

Remainder Before and After 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. After a review of the remainder after the acquisition, no damages to the remainder were indicated.

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 Thelma Garcia. The part to be acquired was identified as the subject whole property which contained tax identification no. A1800-00-044-0016-00. The subject property, which is a residential use tract of land, is assessed at $101,490 with building and improvements indicated to be $100,737. The property taxes for the subject 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.

General Site Assessment Statement
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 nor necessary due to the acquisition size of the partial acquisition. The extraordinary assumption that no adverse easements nor encroachments are located within the subject property which would affect the value of the whole. 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.

Utility Services Available
The subject property is located in a region, which contains, water, water wells, 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
Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

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 Edinburg, San Juan and Alamo 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.

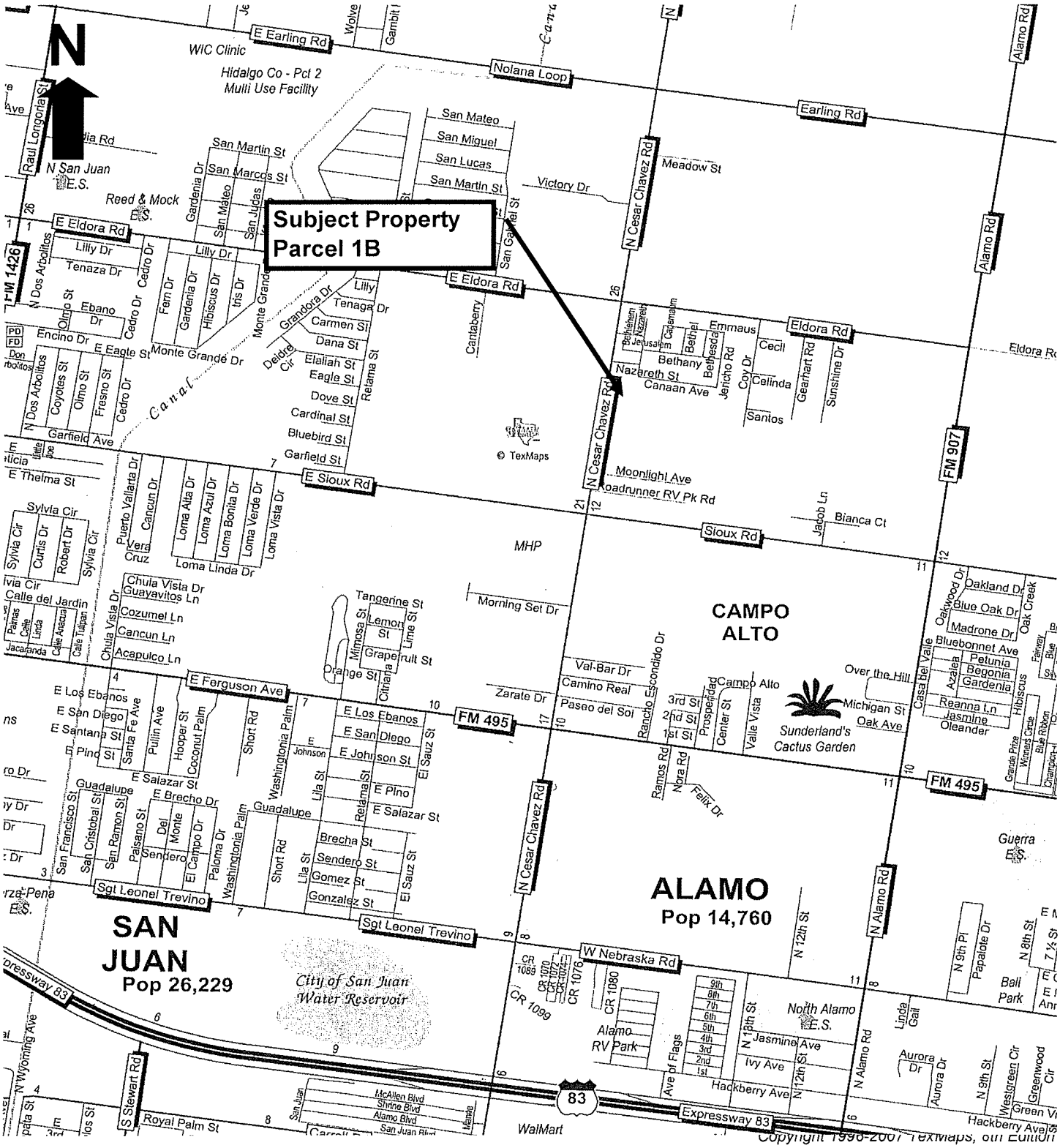
Statement of Highest & Best Use
The subjects highest and best use as if vacant and as improved is indicated for continued residential use. This type of use is concurrent with the recent trends located along Cesar Chavez Road within Hidalgo County and nearby municipalities to the project including the City of Edinburg and the City of Alamo. This highest and best use is based on the determined economic unit of the subject property as whole which is being acquired in the name of the County of Hidalgo, Texas.

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 use based on several factors. Factors 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 acquisition if applicable. In order to determine the highest and best use, research was performed within Hidalgo County with the corresponding municipalities located near the subject property. Since the subject lies within the jurisdiction of the County of Hidalgo, 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 Cesar Chavez Road and should continue its use before and after the proposed right-of-way acquisition. Therefore, the highest and best use of single family residential "as if vacant" and "as improved" would therefore be legally permissible as of the date of this report.

The financial feasibility and maximally productive use of the subject property is based on the growth trends along Cesar Chavez Road include agricultural, grazing, residential, and small retail developments. Based on the stable growth along Cesar Chavez Road and nearby Eldora Road and Sioux Road, it is estimated that the subject can be financially feasible to contain residential use "as if vacant" and "as improved". This determination of financial feasibility and productivity is also attributed to the remainder before and after the acquisition 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 if vacant" and "as improved" shall be for continued residential use. This conclusion is correlated to the subject property as a whole and selected economic unit.

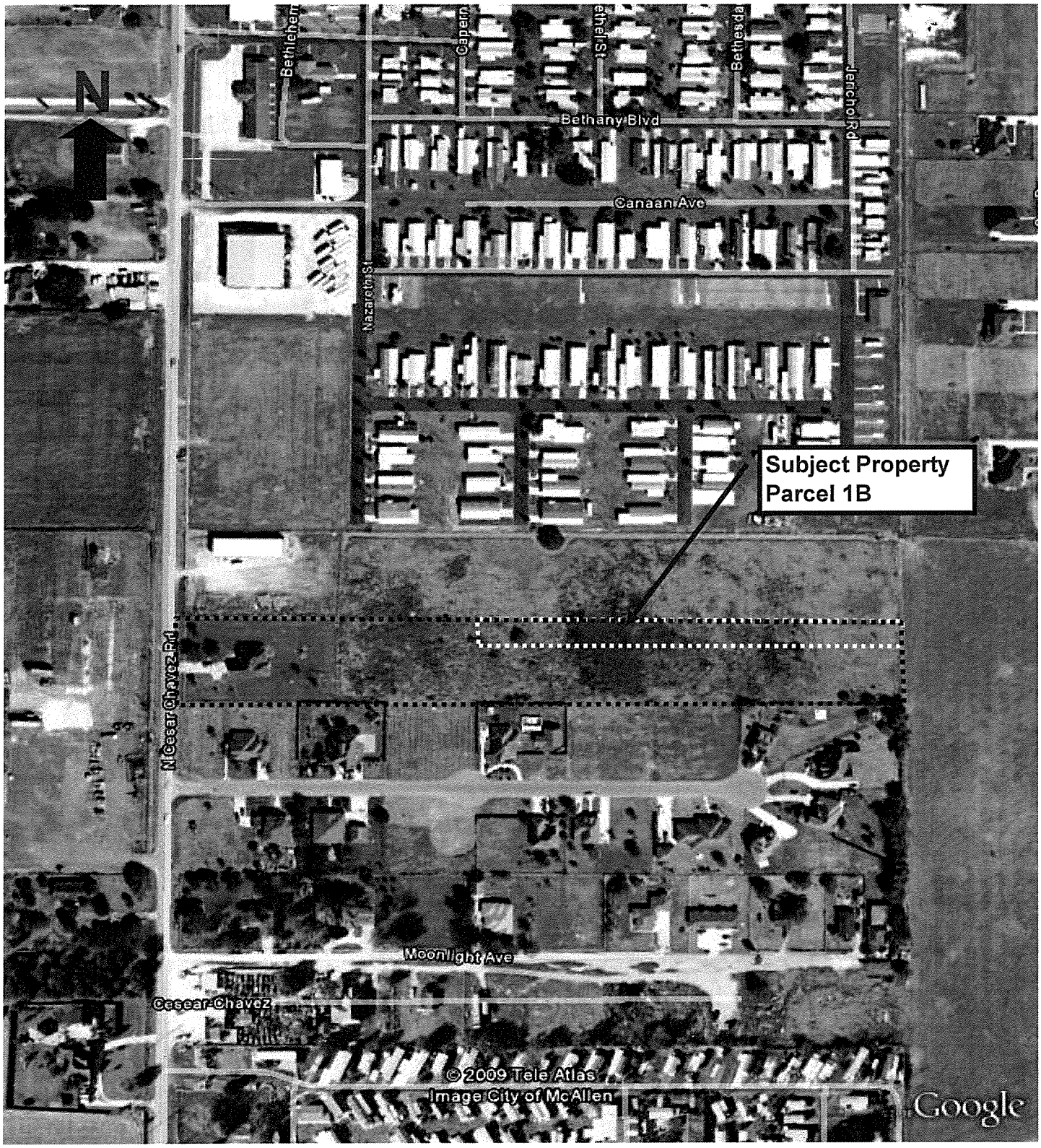
LOCATION MAP OF SUBJECT PROPERTY



AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

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 WHICH IS OUTLINED IN YELLOW. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY R. GUTIERREZ ENGINEERING CORPORATION. AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

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

EXHIBIT "A"

COUNTY: HIDALGO

Eng08.024K
June 9, 2009
Parcel 1B
Page 1 of 2

DITCH: Cesar Chavez Road Drainage Lateral

PROJECT LIMITS: From Cesar Chavez Rd. to 1320' East to Alamo Road

FIELD NOTES FOR PARCEL – 1B

Being a 0.884-acre tract of land out of the South 5.0-acres of the North 10.0-acres of Lot 16, Block 44, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said 5.0-acre tract of land is vested to Thelma Garcia from Dale L. Jeske and wife, Janet Y. Jeske, by virtue of a Warranty Deed with Vendor's Lien, dated April 13, 1994, recorded in Document No. 381421, Official Records of Hidalgo County, Texas. Said 0.884-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a 5/8" iron pipe found at the Northeast corner of Lot 16, **THENCE**, South 08 degrees 34 minutes 07 seconds West, with the East line of Lot 16, a distance of 165.00 feet to a No. 4 rebar set at the Northeast corner of said 5.0-acre tract, for the Northeast corner and the **POINT OF BEGINNING** of this tract of land;

1. **THENCE**, South 08 degrees 34 minutes 07 seconds West, with the East line of said Lot 16, a distance of 50.00 feet to a No. 4 rebar set at the Proposed South Right of Way line of Cesar Chavez Road Drainage Lateral, for the Southeast corner of this tract of land;

2. **THENCE,** North 81 degrees 25 minutes 53 seconds West, with said Proposed South Right of Way Line, a distance of 770.00 feet to a No. 4 rebar set at the Proposed West Right of Way line of said Cesar Chavez Road Drainage Lateral, for the Southwest corner of this tract of land;

3. **THENCE**, North 08 degrees 34 minutes 07 seconds East, with said Proposed West Right of Way line, a distance of a 50.00 feet to a No. 4 rebar set at the North line of said 5.0-acres, for the Northwest corner of this tract of land;

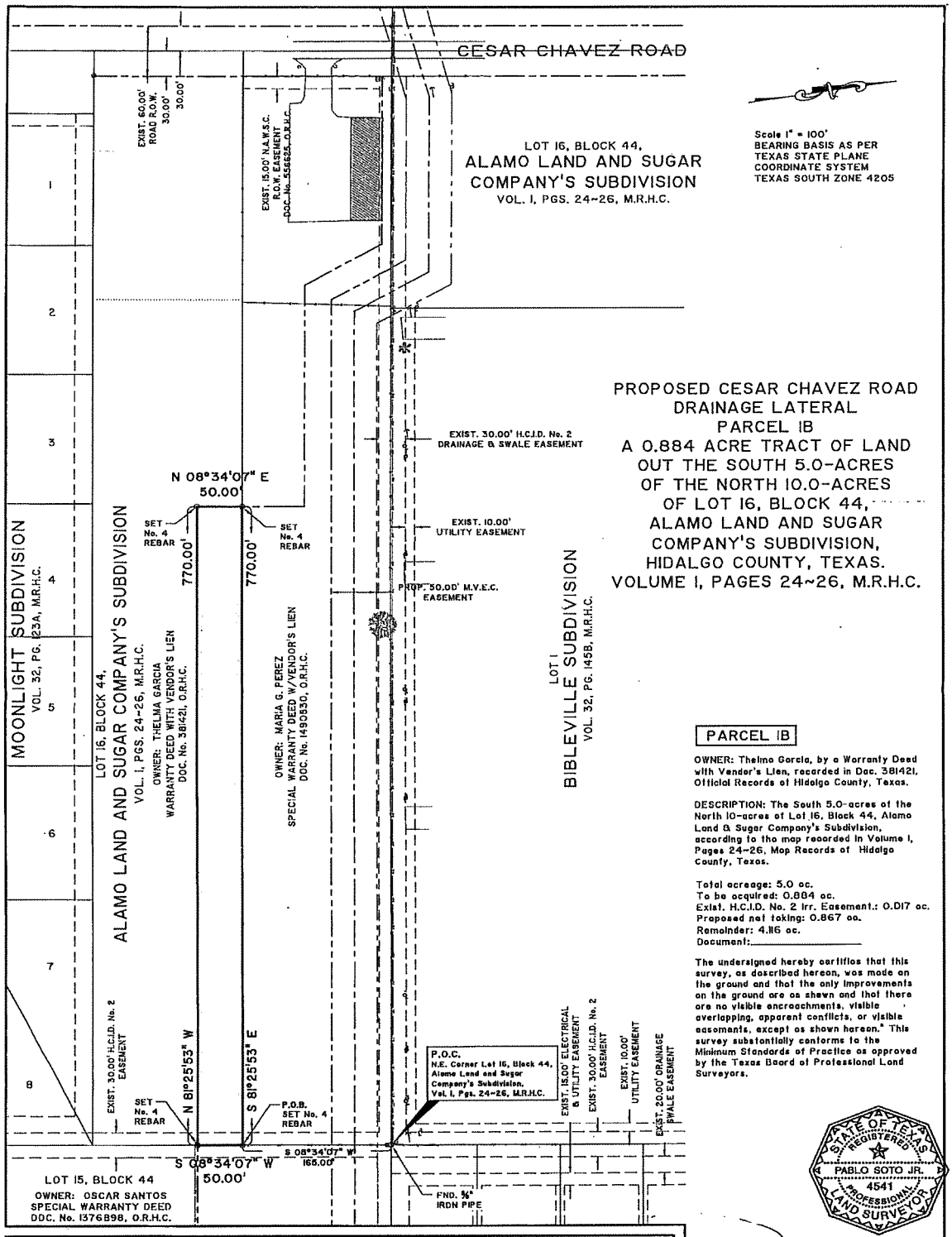
4. **THENCE**, South 81 degrees 25 minutes 53 seconds East, with the North line of said 5.0-acres, a distance of 770.00 feet to the **POINT OF BEGINNING,** containing 0.884 acres of land, of which 0.017-acres lies in the Existing Hidalgo County Irrigation District No. 2 Irrigation line Easement, leaving a **Proposed Net Taking** of 0.867-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and is the result of an actual survey performed on the ground under my direction.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO JR. – R.P.L.S. NO. 4541
Date: 7/6/09

SURVEY OF PART TO BE ACQUIRED (Page 1 of 1)



R. Gutierrez Engineering Corporation

Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

PABLO SOTO, JR. - R.P.L.S. No. 4541
Date: 7/6/09

JOB No.: ENG08.024K	DATE: 6/08/09
DRAWN BY: J.H.F.	PAGE: 2 OF 2

Yellow Highlighted Area = Area To Be Acquired

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 1B

Local Address: Located along the eastern frontage of Cesar Chavez Road, Hidalgo County, Texas.

Date Taken: July 8, 2009

Taken By: Leonel Garza III

1. Point from which taken: Photo 1: Adjacent Property
Photo 2: Adjacent Property

Looking: Photo 1: Eastern View
Photo 2: Eastern View

Photo 1
Eastern view of the subject property.

Photo 2
Eastern view of the part to be acquired taken from adjacent property.

2. Point from which taken: Photo 3: Adjacent Property
Photo 4: Cesar Chavez Road

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

Photo 3
Additional view of the part to be acquired.

Photo 4
Southern view of Cesar Chavez Road.

DESCRIPTION OF PROPERTY:

The subject property, as a whole, is a 5.0 acre residential use tract of land located along the eastern side of Alamo Road in the County of Hidalgo, Texas. According to the survey provided by R. Gutierrez Engineering Corporation, dated June 6, 2009, the part to be acquired is approximately 0.884 acres (38,507 square feet) gross located along the eastern most property boundary of the subject whole property. This area includes 0.017 acres (741 square feet) of land indicated to be a 30' Hidalgo County Irrigation District No. 2 Easement. As such, the Field Notes and Survey provided indicate a 0.867 acre (377,767 Square Feet) of net land to be acquired. Based on the area indicated by the survey provided the subject of this report shall be utilized as the economic unit of the subject property for valuation. 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. This is performed in order to determine the unit value for the proposed acquisition for the purchase of said tract in the name of the County of Hidalgo, Texas

AREA OR NEIGHBORHOOD ANALYSIS:

The subject neighborhood along Cesar Chavez Road, South of El Dora Road, is a mixture of single family homes, single family residential developments and agricultural uses. Leonel Garza Jr. & Associates LLC has inspected the market area along Cesar Chavez Road and has found that the market contains stable growth as traffic in the immediate area along Cesar Chavez Road, Sioux Road and El Dora Road continues to increase.

SITE ANALYSIS:

Five Year Sales History: The subject property is indicated to be under the ownership of Thelma Garcia, as indicated by survey and field notes provided by R Gutierrez Engineering Corporation. Further investigation of the subject's ownership history through the Hidalgo County Appraisal District and the Hidalgo County Clerks Office confirmed the current owner of record to be Thelma Garcia. The subject property was transferred from Dale L. Jeske & Janet Y Jeske (Grantor) to Thelma Garcia (Grantee) on April 13, 1994. The subject has been in the name of Thelma Garcia for over fifteen (15) years.

Legal Description: (Whole Property) Being a 5.0 acre tract out of the Lot 16, Block 44, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas as recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas.

Legal Description: (Part To Be Acquired) Being a 0.884 acre tract of land out of a 5.0 acre tract out of the Lot 16, Block 44, Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas as recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas.

Improvements: During the off-site inspection of the subject property no building improvements were indicated within the part to be acquired. The subject remainder contains a single family residential improvement with supporting site improvements. The residence shall not be affected. Any site improvements located within the proposed acquisition shall be itemized on page 5.0 of this report. Site improvements within the acquisition are valued based on their depreciated contributory cost. 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.

HIGHEST AND BEST USE ANALYSIS: Residential Use

(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	Dale L. Jeske et al	Johnny J. Harper, Sr.		Hilda P. Salinas and husband, Roberto Salinas		Nahum Rodriguez and wife, Jaine V. Rodriguez	
Grantee	Thelma Garcia	Jaime J. Munoz, Trustee		Pablo Talavera		Ester A. Salazar	
Date	April 13, 1994	July 13, 2009		January 18, 2008		May 18, 2007	
Unit Price	/ Ac	$ 22,949	/ Ac	$ 35,999	/ Ac	$ 22,972	/ Ac
Relative Location	Average	Inferior	30%	Inferior	30%	Inferior	10%
Lot Location	Interior Tract	Interior Tract	0%	Interior Tract	0%	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	Level	Similar	0%	Similar	0%	Inferior	20%
Available Utilities	Water / Electricity / Phone	All Municipal Utilities Available	0%	Water / Electricity / Phone (Sewer Nearby)	0%	All Municipal Utilities Available	0%
Street Access / Frontage	Cesar Chavez Road	Sioux Road East of "I" Road	0%	Sioux Road just east of Tower Road	0%	Sioux Road West of Cesar Chavez Road	0%
Size of Tract	5.000 Ac	7.68 Acres	0%	1.6667 Acres	-25%	7.47 Acres	0%
Net Adjustments			Δ 30%		Δ 5%		Δ 30%
Indicated Unit Value		$ 29,834	/ Ac	$ 37,799	/ Ac	$ 29,864	/ Ac

Estimated Unit Value of Fee Simple Area $ **35,000** **/ Acre**

Estimated Value by Sales Comparison Approach **(0.867 Acres x $14,250/Acre)** $ **30,345**
(Includes Part To Be Acquired Only)

Comparable Sale No. 1

COMPARABLE DATA SUPPLEMENT

District: Pharr Parcel No.: 1B Highway: Cesar Chavez County: Hidalgo ROW CSJ N/A

Land Sale ☑ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Johnny J. Harper, Sr. Grantee/Lessee: Jaime J. Munoz, Trustee

Date: July 13, 2009 Recording Information: Doc# 2018724 Key Map: N/A

Address: Located along the northern frontage of Sioux Road, East of "I" Road, San Juan, Texas Zip Code: 78589

Legal Description: A 7.68 acre tract of land out of Lot 9, Block 6, John Closner et al Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 0, Page 4, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Confirmed Price $: 176,250 Verified with: MLS# A117671s

Terms and Conditions of Sale: Cash to Seller

Rental Data: N/A

Land Size: 7.68 Acres Unit Price as Vacant $: 29,834 per acre

Type Street: Asphalt Paved – Sioux Road Utilities: All Municipal Utilities Available

Improvement(s) Description: None

Improvement(s) Size: NA (GBA) NA (NRA) Unit Price as Improved $: NA

Condition and Functional Design: NA

Current Use: Vacant Highest & Best Use: Single Family Residential Development

Date of Inspection: August 7, 2009 Zoning: N/A Flood Plain:

Attach additional information as necessary.

Appraiser: Leonel Garza III August 11, 2009
(Typed, not signed) Date

Comparable Sale No. 2

COMPARABLE DATA SUPPLEMENT

District: Pharr Parcel No.: 1B Highway: Cesar Chavez County: Hidalgo ROW CSJ N/A

Land Sale ☑ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Hilda P. Salinas and husband, Roberto Salinas Grantee/Lessee: Pablo Talavera

Date: February 13, 2008 Recording Information: Doc# 1859418 Key Map: N/A

Address: Located along the southern side of Sioux Road, east of Tower Road, Alamo, Texas. Zip Code: 78516

Legal Description: A 1.6667 acres tract of land, more or less, out of the North Ten (10) Acres of Lot Three (3), Block Forty-one (41), Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas.

Confirmed Price $: 60,000 Verified with: MLS# A107139s

Terms and Conditions of Sale: Cash to Seller

Rental Data: N/A

Land Size: 1.6667 acres Unit Price as Vacant $: 35,999 per acre

Type Street: Asphalt Paved – Sioux Road Utilities: Water, Electricity, and Phone

Improvement(s) Description: N/A

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

Condition and Functional Design: NA

Current Use: Auto Sales Yard Highest & Best Use: Single Family Residential Use

Date of Inspection: August 7, 2009 Zoning: N/A Flood Plain: N/A

Attach additional information as necessary.

Appraiser: Leonel Garza III August 11, 2009
(Typed, not signed) Date

Comparable Sale No. 3

COMPARABLE DATA SUPPLEMENT

District: Pharr Parcel No.: 1B Highway: Cesar Chavez County: Hidalgo ROW CSJ N/A

Land Sale ☑ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Nahum Rodriguez and wife, Jaine V. Rodriguez Grantee/Lessee: Ester A. Salazar

Date: May 18, 2007 Recording Information: Doc# 1761468 Key Map: N/A

Address: Located along the southern side of Sioux Road, west of Cesar Chavez Road, San Juan, Texas. Zip Code: 78589

Legal Description: A tract consisting of 7.47 gross acres (or 325,314 square feet), more or less, out of and forming a part of Lot Four (4), Block Thirty-nine (39), Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 24-27, Map Records of Hidalgo County, Texas. (7.40 Acres Net)

Confirmed Price $: 170,000 Verified with: MLS# A100415S

Terms and Conditions of Sale: Cash to Seller

Rental Data: N/A

Land Size: 7.40 acres Unit Price as Vacant $: 22,972 per acre

Type Street: Asphalt Paved – Sioux Road Utilities: All Municipal Utilities Available

Improvement(s) Description: N/A

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

Condition and Functional Design: NA

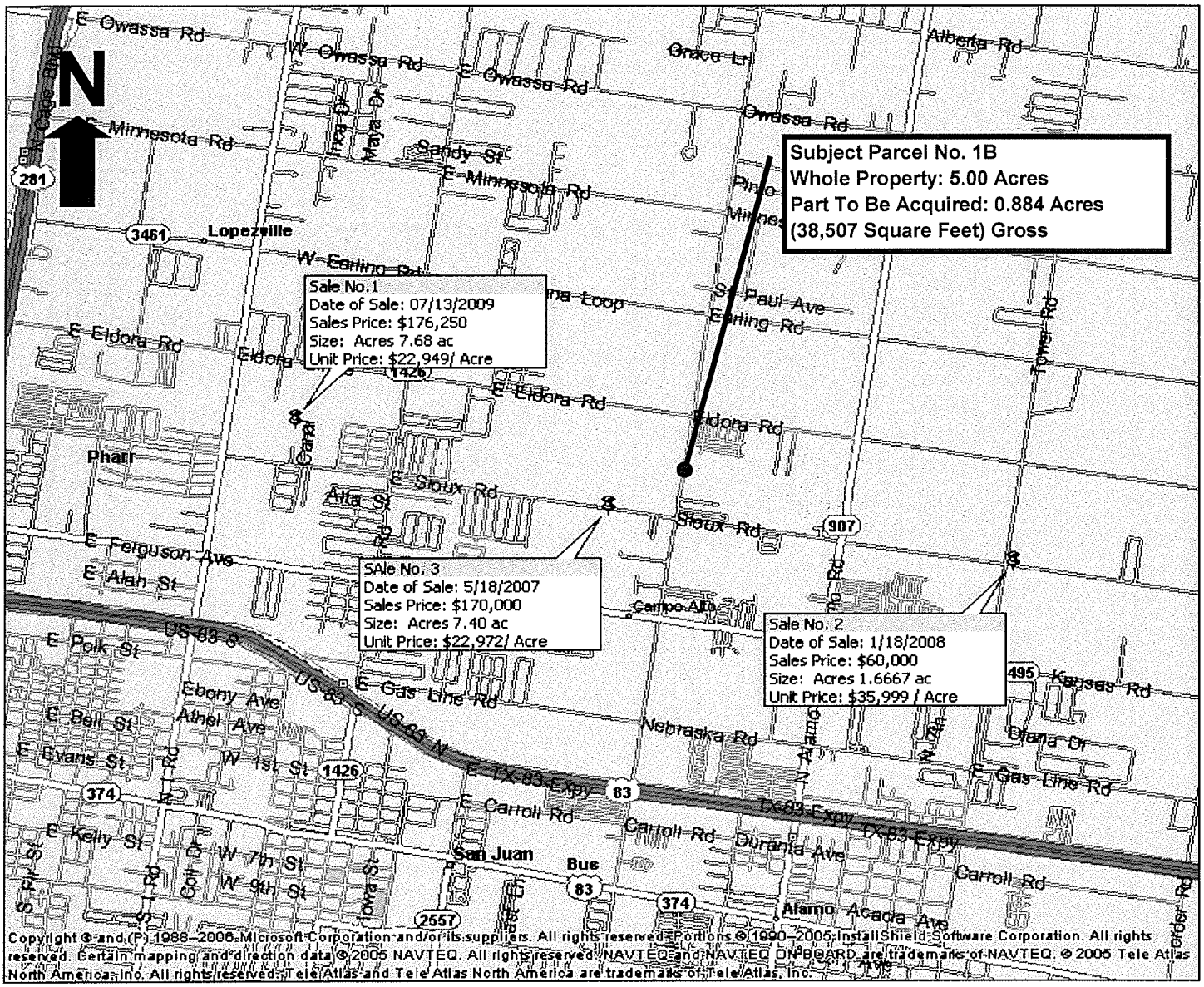
Current Use: Vacant Highest & Best Use: Single Family Residential Development

Date of Inspection: August 7, 2009 Zoning: N/A Flood Plain: N/A

Attach additional information as necessary.

Appraiser: Leonel Garza III August 11, 2009
(Typed, not signed) Date

COMPARABLE SALES MAP



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Explanation of Adjustments with Reconciliation:

During the analysis of the acquisition area, the value for the subject property as a whole or economic unit was determined. This determination of market value is utilized for the valuation of the proposed acquisition which is a pro-rata part of the whole. The local market and extended market was searched for comparable sales of which contained similar frontage along Cesar Chavez Road and other similar and intersecting thoroughfares. Each of the sales utilized are located within Hidalgo County and are the most comparable located in the market place of which all information pertinent to the transaction could be verified. Several sales were located within this parameter of which had occurred within the past three 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 along the northern frontage of Sioux Road, east of "I" Road within San Juan, Texas. The property was purchased for $176,250 for 7.68 acres which equates to a unit rate of $22,949 per acre. The sale is located in an area inferior to the subject as such an upward adjustment of +30% was indicated. Due to the sales similar lot location, financing, marketing conditions, physical characteristics, and access as compared to the subject property, no adjustments for these items of comparison were indicated. No other adjustments were indicated. After adjustments a unit value for the subject property is indicated to be $29,834 per acre.

Sale No. 2 is located at the along the southern side of Sioux Road, east of Tower Road in Alamo, Texas. The property was purchased for $60,000 for 1.6667 acres which equates to a unit rate of $35,999 per acre. The sale is located in an area inferior to the subject as such an upward adjustment of +30% was indicated. Due to the sales similar lot location, financing, marketing conditions, physical characteristics, and access as compared to the subject property, no adjustments for these items of comparison were indicated. However, an additional adjustment of -25% is indicated for a size adjustment as the sale is a smaller tract of land as compared to the subject. No other adjustments were indicated. After adjustments a unit value for the subject property is indicated to be $37,799 per acre.

Sale No. 3 is located at the along the southern side of Sioux Road, west of Cesar Chavez Road in San Juan, Texas. The property was purchased for $170,000 for 7.40 acres which equates to a unit rate of $22,972 per acre. The sale is located in an area inferior to the subject as such an upward adjustment of +10% was indicated. An adjustment of +20% were indicated for sales inferior physical characteristics. Due to the sales similar lot location, financing, marketing conditions, and access as compared to the subject property, no adjustments for these items of comparison were indicated. No other adjustments were indicated. After adjustments a unit value for the subject property is indicated to be $32,195 per acre.

Reviewing the comparable sales selected, an unadjusted range of market unit value of $22,949 per acre to $35,999 per acre is indicated. After applicable adjustments were made in a paired sales analysis of the comparables to the subject property, an adjusted range of unit market value of $29,834 per acre to $37,799 per acre was determined. Based on the subject property location along Cesar Chavez Road. A value near the upper end of the adjusted unit rates was selected for the subject property, $35,000 per acre.

ESTIMATED VALUE OF ACQUISITION

Land: 0.8670 Acres @ $ 35,000 Per Acre (As Fee Simple) $ 30,345

Improvements:

No Site Improvements Indicated	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Improvements	$ -

TOTAL ESTIMATED VALUE $ 30,345

Cost To Cure Damages $ -

Estimated Total Compensation $ 30,345

ADDENDUM

1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualification of Appraiser
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information
6. Warranty Deed

Certification of Appraisal

I, Leonel Garza III, 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.
- 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 a loan.
- I have no present or prospective interest in the property that is the subject of this report and 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 (2006 Edition).*
- I have made a personal on-site visit of the property that is the subject of this report.
- Luis C. Garza, State Certified General Real Estate Appraiser with Leonel Garza Jr. & Associates who provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis. Personal Assistant Adrian Perez, aided in the physical measuring of the subject property only.
- No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.
- 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 representatives. I also acknowledge that Leonel Garza III is an associate member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation. Leonel Garza is designated as a Master Real Estate Appraiser through the National Association of Master Appraisers.
- 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 a loan.

Leonel Garza III
General Certified Real Estate Appraiser
License No. TX - 1338375 General

Luis Carlos Garza
General Certified Real Estate Appraiser
License No. TX - 1338051 - General

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

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 is assumed to be correct. The plot plans and 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 report.

11. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. 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.

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.

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 or 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.

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. The original and one copy of this report have been signed in blue ink. Any other copy, which is not signed in blue may have been altered, and this appraiser is not responsible for its contents or value indicated.

Assumptions and Interpretations Made by Appraiser of the Marketing Period

1. Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

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 bank 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

Licenses

State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2010 (Active)

State Certified Property Tax Consultant
Number TX – 00003181
Licensed Since May 20, 2002
June 16, 2008 through June 16, 2010 (Active)

Public Service Organizations

Associate Member of the Appraisal Institute (Not MAI Designated)
Currently taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers
Designated as a Master Senior Appraiser in 2006 by the National Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

Associate Member of the International Right of Way Association (IRWA) (Member # 7899430)

Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

Chairman of the Hidalgo County Subdivision Advisory Board
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney Generals Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The boards secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo.

Chairman of the Hidalgo County Building Line of Adjustments
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

Member of The McAllen Palm City Lions Club
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago. In 2005 & 2006, the club raised funds to feed 60 family's throughout the City of McAllen.

Former Executive Board Member of the Lower Rio Grande Valley Boy Scouts 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 of the City of McAllen Ambulance Advisory Committee
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

Former Member of the City of McAllen Building Board of Adjustments 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

- *Employee of Leonel Garza Jr. & Associates since 1990*
- *State Certified General Real Estate Appraiser since December 31, 1998*
- *Owner of G-3 Construction which primary focus is custom commercial and multifamily residential construction.*
- *Commercial and residential property manager throughout the City of McAllen & Pharr, Texas.*
- *Licensed Property Tax Consultant Since 2000.*
- *Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. who was a State Certified General Real Estate Appraiser & 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 (2) terms.*

Clients For Which Appraisals Have Been Prepared By This Appraiser

Banks
Attorneys
Retailers
Doctors
Oil Companies
Farmers
Mortgage Companies
Hotel Franchises
US Department of Interior

Bankruptcy Courts
Homeowners
Rancher
National Franchises
Estate Planners
Texas Department of Transportation

Cities of:
Alamo
Alton
Edinburg
Hidalgo
Mercedes
Mission
McAllen
Pharr
San Juan
Progresso

Cameron County
Hidalgo County
Starr County

Type of Appraisals Which Have Been Prepared By This Office

Caliche Pits / Land Fills
Commercial Lots
Convenience Stores
Farms & Ranches
Industrial (McAllen Foreign Trade Zone)
Industrial Subdivisions
Medical Offices
Retail Commercial Strips
Warehouses

Apartment Complexes
Automobile Agencies
Mini-Storage Units
Mobile Home Park Subdivision
Motels / Hotels
Ranches
Residential Subdivisions
Restaurants
Right of Way Acquisitions
Truck Stops

Agricultural Land
Bar / Lounges
Grocery Stores
Multi-Tenant Retail
Multi-Tenant Offices
Residential
Vacant Residential Lots
Veterinary Clinics

Areas Where Appraised Properties Have Been Performed By This Office

Alamo
Beeville
Elsa
Mission
New Braunfels
Progresso
Rio Grande City
Roma

Edcouch
Hargill
Harlingen
Hidalgo
Los Ebanos
Port Isabel
South Padre Island
Zapata

Alice
Georgewest
Kingsville
McAllen
Palmview
San Antonio
Sullivan City
McCook

Austin
Donna
Edinburg
La Feria
La Joya
Mercedes
San Juan
Weslaco

QUALIFICATIONS OF APPRAISER - LUIS CARLOS GARZA

Education

- Graduate 2002 University of Texas Pan American, Edinburg, Texas
  Bachelor of Business Administration
- Graduate 1995 McAllen High School, McAllen, Texas

Licenses Held

- State Certified General Real Estate Appraiser
  Number TX – 1338051-General
  Licensed since July 28, 2008
  Expires: July 31, 2010 (Active)

Public Service Organization

- McAllen Palm City Lions Club
- Associate Member of the International Right of Way Association (IRWA) (Member # 78992)

Work Experience

- Employee of Leonel Garza Jr. and Associates since 2004

CERTIFIED LETTER OF INSPECTION SENT TO PROPERTY OWNER OF RECORD

Leonel Garza Jr. & Associates LLC
Appraisal Services

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

July 7, 2009

Project: Cesar Chavez Drain Project
The South 5.0 acres of the North 10 acres of Lot 16, Block 44, Alamo Land & Sugar Company's Subdivision, according to the map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.

Parcel No. 1B
Thelma Garcia
212 Martha Street
Weslaco, Texas 78596-4208

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Precinct No. 2, to appraise various properties within your market area for the purpose of acquiring either land in fee simple or as an easement. This proposed acquisition is for the purpose of creating a master plan drainage system for the County of Hidalgo. A survey of the property is currently underway and shall be provided within the coming weeks as this project progresses. This office shall be inspecting the subject property from existing road right-of-way until verbal or written permission from you is granted to enter the subject property. We would like to extend the opportunity to meet with our office at your site at a later date in order to explain the project and the purpose of the appraisal report requested by Hidalgo County Precinct No. 2.

The Hidalgo County Precinct No. 2 is interested in acquiring said property believed to be in the name of Thelma Garcia. This is the beginning process for future negotiations to acquire the all or a portion of the subject property. 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 this letter does not pertain to you and you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be preformed.

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 as soon as possible. Thank you.

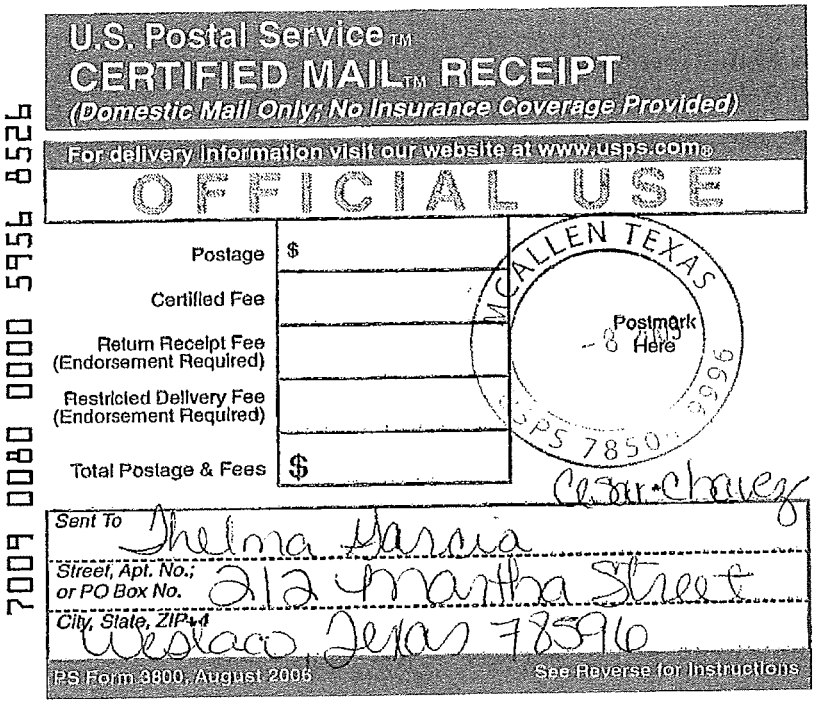
Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Right-of-Way Department
Danny Guzman, Right-of-Way Agent
509 East Earling
San Juan, Texas 78589
(956) 283-8134

Leonel Garza Jr. & Associates LLC

CERTIFIED LETTER TRACKING INFORMATION



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OFFICIAL USE

7009 0080 0000 5956 8526

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

MCALLEN TEXAS
Postmark Here
AUG 8 2009
USPS 7850 0996

Cesar Chavez

Sent To Thelma Garcia
Street, Apt. No.; or PO Box No. 212 Martha Street
City, State, ZIP+4 Weslaco, Texas 78596

PS Form 3800, August 2006 See Reverse for Instructions

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 1B

Thelma Garcia
212 Martha Street
Weslaco, Texas 78596
Cesar Chavez Drain

COMPLETE THIS SECTION ON DELIVERY

A. Signature X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 7-9-09

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) 7009 0080 0000 5956 8526

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

WARRANTY DEED WITH VENDOR'S LIEN

Date: April 13, 1994 DOC# 381421

Grantor: Dale L. Jeske and wife, Janet Y. Jeske

Grantor's Mailing Address (including county):

Grantee: Thelma Garcia

Grantee's Mailing Address (including county):

212 Martha Street
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Five Thousand and 00/100 Dollars ($5,000.00), and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to Robert V. Case, Trustee.

Property (including any improvements):

The South Five (5) acres of the North Ten (10) acres of Lot Sixteen (16), Block Forty-Four (44), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map or plat of record in Volume 1, Pages 24, 25 and 26, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Easements and reservations as shown according to the map and plat thereof recorded in Volume 1, Page 24, 25 and 26, Map Records, Hidalgo County, Texas.

Zoning and Building Ordinances in favor of the County of Hidalgo.

Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. 2.

Subdivision regulations of the County of Hidalgo and/or ordinances or regulations of the City holding extra-territorial jurisdiction of said property.

SAVE AND EXCEPT all Oil, Gas and Other Minerals as reserved in Deed to Insured.

Estate created in Oil and Gas Leases recorded in Volume R, Page 339, Miscellaneous Records and Volume 263, Page 96, Volume 306, Page 384, Volume 362, Page 712, Volume 364, Page 675, Volume 415, Page 477, Oil and Gas Lease Records, Hidalgo County, Texas, together with all terms, conditions and stipulations contained therein. Title to said Lease has not been investigated subsequent to the date thereof.

Visible and apparent easements on or across subject property.

The rights of adjacent property owners and the public to ingress or egress along the roadway that lies on subject property.

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.

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 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 shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Dale L. Jeske

Janet Y. Jeske

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 13 day of April, 1994, by Dale L. Jeske.

B. NORA KERELIUK
MY COMMISSION EXPIRES
December 27, 1994.

B Nora Kereliuk
Notary Public, State of TX

State of
County of Hidalgo

This instrument was acknowledged before me on the 14 day of April, 1994, by Janet Y. Jeske.

B. NORA KERELIUK
MY COMMISSION EXPIRES
December 27, 1994

B Nora Kereliuk
Notary Public, State of TX

AFTER RECORDING RETURN TO:

Hidalgo County Abstract & Title Co., Inc.
114 N. 12th Street, Edinburg, Texas 78539

PREPARED BY:

RAMON & CANTU
Attorneys At Law
7417 N. Tenth Street
McAllen, Texas 78504

File/GF Number: 94-595

FILED FOR RECORD
DOC# 331421 $13
04-19-1994 03:44:35
WILLIAM (BILLY) LEO
HIDALGO COUNTY

AI-17811 **22.A.**

Collection Discussion

CC REGULAR

Date:	10/06/2009
Submitted By:	Delia Rodriguez, COUNTY CLERK
Submitted For:	Delia Rodriguez
Department:	COUNTY CLERK
Agenda Category:	County Clerk

Information

CAPTION

Presentation and discussion of recommended Collection Procedures by Jim Lehman, Collections Program Manager for the Office of Court Administration.

BACKGROUND

Presentation will be distributed at the Meeting.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/01/2009 08:58 AM	APRV
2	Sylvia Solis	Sylvia Solis	10/02/2009 03:03 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Delia Rodriguez — Started On: 10/01/2009 08:39 AM

Final Approval Date: 10/02/2009

AI-17756 **23.A.**

Interlocal Cooperative Agreement between Hidalgo County and City of San Juan

CC REGULAR

Date:	10/06/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Purchasing only:** CAP Pct.2

Information

CAPTION

Discussion, consideration and action on Interlocal Agreement between County of Hidalgo and The City of San Juan to construct 3rd Call Border Colonia Access Program within the city of limits of San Juan (Aldamas Unit 1 & 2 Subdivision and Mesquite Acres Subdivision)

BACKGROUND

BCAP projects are for improvement of roads and necessary drainage.

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1312-431-00-122-460-1-XXX

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

BUDGETARY IMPACT:

obj.731 - $89,518.23 + $3,922.83(AI-17829 CC10/01/09.)=$93,441.06
obj.733 - $98,445.00
Mesquite Acres

FISCAL YEAR: 9 **ACCT. #:** 9-1312-431-00-122-937-0-XXX

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

BUDGETARY IMPACT:

obj.731 - $211,947.55 + $9,363.39 (AI-17828 CC10/01/09)=$221,310.94
obj.733 - $220,065.00
Aldamas Unit 1 & 2

Attachments

Link: Interlocal Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/30/2009 08:37 AM	APRV
2	Roland Garcia	Rolando Garcia	10/01/2009 03:32 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Marcie Jackson

Started On: 09/29/2009 03:27 PM

Final Approval Date: 10/02/2009

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, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries, and are desirous that necessary improvements be done to expand and improve certain roads providing access to various Colonias within the City and the County;

WHEREAS, the County is eligible to receive TXDOT funding from the 3rd Call Border Colonia Access Program (the "Border Program") for eligible roadway improvements to Colonias;

WHEREAS, the Border Program allows for improvement of roads within the corporate limits of City that are identified and included in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, City and County, through the Border Program have designated Sally Street and Sandy Street within the Aldamas Unit 1 & 2 Subdivisions and Mesquite Street within Mesquite Acres Subdivision (collectively the "Road(s)") located within the city limits of City for improvements including reconstruction and repaving (collectively the "Work");

WHEREAS, the Border Program allows for the improvement of roads within the corporate limits of the City that are identified and included in the Texas Water Developmental Broad Economically Distressed Areas Program;

WHEREAS, County has determined that the County will receive benefit from improvements to the Roads;

WHEREAS, City and County have agreed to cooperate in the improvements to the Roads as further described herein;

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, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

WHEREAS, City, pursuant to Tex. Trans. Code Section 251.012, authorizes County to perform the work described herein.

NOW THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to make improvements to the Roads as further described in this Agreement.

2. County, at its sole cost and expense shall, through an independent contractor, contract for improvements to the Roads in an amount not to exceed Two Hundred Twenty-One Thousand Three Hundred Ten and 94/100ths ($221,310.94) for street improvements and Two Hundred Twenty Thousand Sixty-Five and 00/100ths ($220,065.00) for drainage improvements for Aldamas Unit I & II Subdivision and an amount not to exceed Ninety-Three Thousand Four Hundred Forty-One and 06/100ths ($93,441.06) for street improvements and Ninety-Eight Thousand Four Hundred Forty-Five and 00/100ths ($98,445.00) for drainage improvements for Mesquite Subdivision.

3. City agrees to reimburse the County for any non-eligible Border Program improvements for the Roads and necessary drainage and to make such reimbursements within (15) days of receipt of such invoices by City from County.

4. City shall, at its sole cost and expense, make any adjustments to utilities which may be necessary for the Road improvements and that lie within the City's corporate limits.

5. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Roads, and will use their best efforts to complete the improvements within two hundred and seventy (270) days of the execution of this Agreement.

6. The City agrees to provide manpower as requested by the County upon need.

7. Upon completion of the Work described herein, the parties agree the City shall be responsible for the maintenance of the Roads as long as the Roads remains within the city limits and the County shall have no obligation whatsoever for future improvements or maintenance of the Roads.

8. **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 only in such event necessary to bring them within the legal requirements and during the time such conflicts exists.

9. **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.

10. **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.

11. **Texas Law to Apply**. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

12. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or 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 Attention: Pedro Contreras, Mayor 709 S. Nebraska San Juan, TX 78589
If to County:	County of Hidalgo Attention: Juan D Salinas III, County Judge P.O. Box 758

Edinburg TX 78540-0758

With Copy to: Commissioner, Precinct 2
Hector "Tito" Palacios
301 East State Street
Pharr, TX 78577

Colonia Access Program Director
Attention: Agapito Vargas
301 East State
Pharr, TX 78577

Each notice demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

14. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement

15. **Assignment**. This Agreement shall not be assignable.

16. **Headings**. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority to Execute**. The execution and performance of this Agreement by 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.

19. **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.

20. **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 thirty (30) 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.

21. **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:

_____
Tony Garza, Interim City Secretary

COUNTY OF HIDALGO

_____
Juan D Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, LLP

_____
By: Stephen Crain

AI-17838 **24.A.**

Health Benefits

CC REGULAR

Date:	10/06/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Discussion, consideration, and approval to reduce the Employer Portion of the Hidalgo County Self Funded Health Insurance Premium by 25% for the remainder of Fiscal Year 2009.

BACKGROUND

Employer portion to be reduced from $347.00 per month to $260.25 per month.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	10/02/2009 03:34 PM	APRV
2	Budget & Management	Erika Zamora	10/02/2009 03:36 PM	APRV
3	Olga Garza	Olga Garza	10/02/2009 03:45 PM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Sergio Cruz — Started On: 10/02/2009 08:54 AM

Final Approval Date: 10/02/2009

AI-17788 **24.B.1.**

3rd Qtr Salary Sweep

CC REGULAR

Date:	10/06/2009
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Mr. Raul Silguero, Jr.
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

3rd Qtr. Salary Sweep (1100):
Approval to transfer General Fund lapsed salaries and related fringe benefits from various departments to the County Wide Administration account.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	09/30/2009 04:36 PM	APRV
2	Budget & Management	Erika Zamora	10/01/2009 08:43 AM	APRV
3	Erika Zamora	Erika Zamora	10/02/2009 10:42 AM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Damaris San Miguel — Started On: 09/30/2009 03:28 PM

Final Approval Date: 10/02/2009

AI-17789 **24.B.2.**

Inter-Departmental Transfer

CC REGULAR

Date:	10/06/2009
Submitted By:	Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For:	A.A. Tony Pena, Jr.
Department:	EMERGENCY SERVICES DIVISION
Agenda Category:	Emergency Services Division

Information

CAPTION

Fire Marshal's (1100):
Approval of 2009 interdepartmental transfer from Palmview Fire Department (program 016) to Linn-San Manuel Fire Department (program 011) in the amount of $5,000.00 to fund fire call expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-422-20-300-0XX-0-841

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

BUDGETARY IMPACT:

9-1100-422-20-300-016-0-841-->9-1100-422-20-300-011-0-841; $5,000.00 available balance as of 10/01/09.

Attachments

Link: Inter-Dept Transfer.100609

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/30/2009 04:01 PM	APRV
2	Roland Garcia	Rolando Garcia	10/01/2009 09:58 AM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Yolanda Orozco Started On: 09/30/2009 03:31 PM

Final Approval Date: 10/02/2009

DATE: October 6, 2009

DEPARTMENT HEAD: A.A. Tony Pena, Jr.

DEPARTMENT NAME: Hidalgo County Fire Marshal

ACCOUNT NUMBER: 9-1100-422-20-300-XXX-0-841

CONTACT PERSON: Yolanda Orozco **Telephone No:** 956/318-2656

SUBJECT: **Inter-Departmental Transfer/s (increase/decrease) 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 Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM:		
9-1100-422-20-300-016-0-841	Palmview Fire Department	(5,000.00)
TO:		
9-1100-422-20-300-011-0-841	Linn-San Manuel Fire Department	5,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON: **Transfer from one account to another to cover expenditure of Fire Calls.**

DEPARTMENT HEAD SIGNATURE

9/30/09
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-17813 **24.B**

Interdepartmental Transfer for Facilities Mgmt.

CC REGULAR

Date: 10/06/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartment Transfers

Information

CAPTION

Facilities Management (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Adm. to Facilities Management Department in the amount of $45.00 to fund software expenditure.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-41X-XX-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available funds as of 10/01/09.

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/01/2009 01:40 PM	APRV
2	Olga Garza	Olga Garza	10/01/2009 02:09 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW
Form Started By: Angela Garcia			Started On: 10/01/2009 09:39 AM	
Final Approval Date: 10/02/2009				

.3.

al

DATE: October 1, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Facilities Management

ACCOUNT NUMBER: 9-1100-41X-XX-XXX-0XX-0-XXX

CONTACT PERSON: ANGELA GARCIA **PHONE:** (956) 292-7025 Ext. 5401

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	(45.00)
TO			
9-1100-419-40-220-001-0- 747	FACILITIES MGMT	SOFTWARE	45.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: To fund software expenditure.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-17793 **24.B.4.**

Inter-Departmental Transfer for Drainage Improvement Project (Cesar Chavez)

CC REGULAR

Date:	10/06/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #2 CO 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligations Series 2009, from the Precinct No.2 Drainage Improvement Project (program 034) into Cesar Chavez Drainage Project, (program 039) in the amount of $70,000.00 to fund ROW expenditures.

BACKGROUND

(PO #620344) PO increase has been submitted to Purchasing Department.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $737,363.10 as of 9/30/2009
9-1339-431-00-122-034-0-890---->9-1339-431-00-122-039-0-711 in the amount of $70,000.00

Attachments

Link: Inter-Departmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/30/2009 04:25 PM	APRV
2	Roland Garcia	Rolando Garcia	10/01/2009 10:10 AM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 09/30/2009 04:13 PM

Final Approval Date: 10/02/2009

DATE: September 30, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
CO 2009 Pct2 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-122-XXX-0-XXX

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

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
9-1339-431-00-122-034-0-890	CO2009 PCT2 DRAIN IMPRV- OTHER	(70,000.00)
9-1339-431-00-122-039-0-711	CO2009 Pct2 Drain Improv. Cesar Chavez Drainage - ROW	$70,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from CO 2009 PCT2 DRAIN IMPROVEMENTS-OTHER STRUCTURES to Cesar Chavez Drainage Project to cover appraisals andany additional expenditures for this project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-17765 **24.B.5.**

Interdepartmental Transfer from Co. Wide Adm. to IT Co. Wide (1100)
CC REGULAR

Date:	10/06/2009
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

I.T. Co. Wide (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Adm. to IT Countywide in the amount of $30,000.00 to fund the Medi-Plex cabling and network equipment expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-XXX-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 9-30-09. This transfer is to partially fund the cabling and networking equipment expenditures.

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/30/2009 10:31 AM	APRV
2	Ivan Cantu	Ivan Cantu	09/30/2009 01:12 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Erika Zamora — Started On: 09/30/2009 09:42 AM

Final Approval Date: 10/02/2009

DATE: September 30, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Interdepartmental Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for IT Co. Wide

ACCOUNT NUMBER: 9-1100-415-00-XXX-002-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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	(30,000.00)
TO			
9-1100-415-00-200-002-0- 665	IT Countywide-	Minor Computer Equipment	30,000.00

AI-17731 **24.B.6.**

Interdepartmental Transfer - South Side Village Pct. No. 2

CC REGULAR

Date:	10/06/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Budget and Management **Purchasing only:** CAP Pct.2

Information

CAPTION

BCAP (1311):
Approval of 2009 interdepartmental transfer from BCAP Roadrunner #2 program(620) to BCAP South Side Village program(693) in the amount of $0.30 to fund anticipated project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-620-0-734

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

BUDGETARY IMPACT:

available balance as of 09/30/09.

9-1311-431-00-122-620-0-734-->9-1311-431-00-122-693-0-339 $ .30

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/28/2009 12:01 PM	APRV
2	Roland Garcia	Rolando Garcia	09/30/2009 02:36 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Marcie Jackson Started On: 09/28/2009 08:56 AM

Final Approval Date: 10/02/2009

DATE: September 28, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 1 (1311)

ACCOUNT NUMBER: 9-1311-431-00-122-620-0-XXX

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

AI-17731 10/06/09

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1311-431-00-122-620-0-734	ROADRUNNER #2-SUBDIVISION STREETS	$ (0.30)
9-1311-431-00-122-693-0-339	SOUTH SIDE VILLAGE-OTHER PROF SRV	$ 0.30
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from (734) ROADRUNNER #2-SUBDIVISION STREETS to (339) SOUTH SIDE VILLAGE-OTHER PROF SRV in the amount of $0.30 to fund future MATERIAL TESTING SERVICES needed in order to complete project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-17739 **24.B.7.**

Health Division - CO,2006-HD Edinburg Interdept. Transfer

CC REGULAR

Date: 10/06/2009

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health and Human Services Dept. (1336):
Approval of 2009 interdepartmental transfer within Certificate of Obligations Series 2006, from the Health and Human Services (program 022) into programs 023, 024, 030, and 035 in the amount of $925.00 to fund anticipated expentures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1336-441-00-340-0XX-0-XXX

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

BUDGETARY IMPACT:

9-1336-441-00-340-022-0-452-->023-0-452; $ 250.00; Funding available as of 10/2/09.
024-0-452; $ 300.00; Funding available as of 10/2/09.
030-0-452; $ 225.00: Funding available as of 10/2/09.
035-0-452; $ 150.00; Funding available as of 10/2/09.

Attachments

Link: Interdept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/29/2009 11:32 AM	APRV
2	Norma Silva	Norma Silva	10/02/2009 10:01 AM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Dan Beltran Started On: 09/29/2009 08:41 AM

Final Approval Date: 10/02/2009

INTERDEPARTMENTAL TRANSFER

DATE: September 29, 2009 **AI- 17739**

DEPARTMENT HEAD: Raul Silguero Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Health & Human Services Dep

ACCOUNT NUMBER: 9-1336-441-00-340-0XX-0-XXX

SUBJECT: **Interdepartmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer/s (increase/decrease) in acco
Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME
FROM:	
9-1336-441-00-340-022-0-452	CO, 2006 H/D Edinburg - Building Additions & Renovations
9-1336-441-00-340-022-0-452	CO, 2006 H/D Edinburg - Building Additions & Renovations
9-1336-441-00-340-022-0-452	CO, 2006 H/D Edinburg - Building Additions & Renovations
9-1336-441-00-340-022-0-452	CO, 2006 H/D Edinburg - Building Additions & Renovations
TO:	
9-1336-441-00-340-023-0-452	CO, 2006 H/D McAllen - Building Additions & Renovations
9-1336-441-00-340-024-0-452	CO, 2006 H/D Weslaco - Building Additions & Renovations
9-1336-441-00-340-030-0-452	CO, 2006 H/D Mission - Building Additions & Renovations
9-1336-441-00-340-035-0-452	CO, 2006 H/D Hidalgo - Building Additions & Renovations
	Total Budget (Increase/Decrease)

REASON: Funds needed in the object codes listed above in order to meet anticipated expenditures

Department Head Signature Date

Approved Commissioners' Court Attest County

INTERDEPARTMENTAL TRANSFER

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AMOUNT	
$	(250.00)
	(300.00)
	(225.00)
	(150.00)
$	250.00
	300.00
	225.00
	150.00
	0.00

.

y Clerk

AI-17841 **24.B.8.**

Interdepartmental Transfer - Pct#4 Drainage Improvement Project (1339)

CC REGULAR

Date:	10/06/2009
Submitted By:	TONI MATA, COMM. PCT. #4
Department:	COMM. PCT. #4
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #4 C.O. 2009 Series (1339):
Approval of interdepartmental transfer within Certificate of Obligation Series2009 - Precinct #4 Drainage Improvement Project from program (060) Guerra Pond, program (039) Fike Pond, and progam (036) to Dickerson Pond (program 048) in the total amount of $500,000.00 to cover project expenditures.

BACKGROUND

Transfer to cover Amendment to Work Authorization #2 under #C-08-477-12-09 in the amount of $839,825.00.
PO# 618942

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-0XX-0-XXX

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

BUDGETARY IMPACT:

9-1339-431-00-124-060-0-733-->9-1339-431-00-124-048-0-733 $ 3,400.00. Funding Pending PO reclassification
9-1339-431-00-124-039-0-733-->9-1339-431-00-124-048-0-733 $204,875.00. Funding Pending PO reclassification
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-048-0-733 $291,725.00. Funding available as of 10-2-09.

Attachments

Link: interdepartmental transfer

Link: P.O. Inc.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/02/2009 01:24 PM	APRV
2	Manuel Chapa	Manuel Chapa	10/02/2009 03:46 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: TONI MATA — Started On: 10/02/2009 11:29 AM

Final Approval Date: 10/02/2009

DATE: September 30, 2009

2009 Transfer AIA 17841

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2009 Pct4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-124-XXX-0-XXX

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

Contact: Toni Mata
Ph#: 956-292-7000 Ext. 4024

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
From:		
9-1339-431-00-124-060-0-733	CO2009 Pct4 Guerra Pond-Drainage Ditches	(3,400.00)
9-1339-431-00-124-039-0-733	CO2009 Pct4 Fike Pond-Drainage Ditches	(204,875.00)
9-1339-431-00-124-036-0-890	CO2009 Pct4 Drain Improv-Other	($291,725.00)
To:		
9-1339-431-00-124-048-0-733	CO2009 Pct4 Dickerson Pond-Drainage Ditches	$3,400.00
9-1339-431-00-124-048-0-733	CO2009 Pct4 Dickerson Pond-Drainage Ditches	$204,875.00
9-1339-431-00-124-048-0-733	CO2009 Pct4 Dickerson Pond-Drainage Ditches	$291,725.00
	TOTAL BUDGET INCREASE (DECREASE)	500,000.00

REASON:
Transfer needed to fund expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department : **Hidalgo County Precinct #4**
Contact Name: **Toni Mata**
Telephone# **(956)-383-3112**

Purchase Order Number: **61842**
Increase #**1** for this Purchase Order
Procurement Method:

- [X] Contract #C-08-477-12-09
- [ ] Cooperative Awarded Vendor (TBPC State Awarded, TCPN, TASB-Buyboard) US Communities
- [ ] Quotes over &1,000.00 (verbal quotes) (attach written quotes)
- [ ] Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: **154024**
Vendor Name: **Quintanilla,Headley&Associates**
Address: **124 East Stubbs ST.**
Edinburg, Texas 78539

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		**$ 548,100.00**
		9-1339-431-00-124-039-0-733		**$ (204,875.00)**
		9-1339-431-00-124-048-0-733		**$ 500,000.00**
		9-1339-431-00-124-060-0-733		**$ (3,400.00)**
		Amount of Increase Request		**$ 291,725.00**
		TOTAL AMOUNT		**$ 839,825.00**

Account Number: **see above**

Available Funds: $_____
Amount Liquidated: $_____

Pct. #4 Note:

Reason: **P.O. Increase needed to provide funding for Amendment to Work Authorization#2**

Authorization: _____ Department Head — **October 2, 2009** Date

Reviewed By: _____ Purchasing Department — _____ Date

Approved By: _____ Purchasing Agent — _____ Date

Approved By: _____ Hidalgo County Auditor — _____ Date

AI-17844 **24.B.9.**

Interdepartmental Transfer - Pct#4 Drainage Improvement Project (1339)
CC REGULAR

Date:	10/06/2009
Submitted By:	TONI MATA, COMM. PCT. #4
Department:	COMM. PCT. #4
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #4 C.O. 2009 Series (1339):
Approval of interdepartmental transfer within Certificate of Obligation Series 2009 - Precinct #4 Drainage Improvement Project from program (049) North Branch Drain and program (052) Curry Drain to (program 036) in the total amount of $100,000.00.

BACKGROUND

Transfer back to program 036 - other due to a decrease of $100,000 in Amendment to Work Authorization #1 under #C-08-477-12-09 bringing the new WA total amount to $650,000.00. PO#614261

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-0XX-0-733

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

BUDGETARY IMPACT:

9-1339-431-00-124-049-0-733-->9-1339-431-00-124-036-0-890 $50,000.00
9-1339-431-00-124-052-0-733-->9-1339-431-00-124-036-0-890 $50,000.00

Funding pending PO reclassification.

Attachments

Link: interdepartmental transfer

Link: P.O.Dec.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/02/2009 01:27 PM	APRV
2	Manuel Chapa	Manuel Chapa	10/02/2009 03:46 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: TONI MATA — Started On: 10/02/2009 12:42 PM

Final Approval Date: 10/02/2009

DATE: October 1, 2009

2009
Transfer

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2009 Pct4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-124-036-0-890

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

Contact: Toni Mata
Ph#: 956-292-7000 Ext. 4024

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
From:		
9-1339-431-00-124-049-0-733	**CO2009 Pct4 -North Branch Drain-Drainage Ditches**	**(50,000.00)**
9-1339-431-00-124-052-0-733	**CO2009 Pct4 -Curry Drain-Drainage Ditches**	**(50,000.00)**
To:		
9-1339-431-00-124-036-0-890	**CO2009 Pct4 Drain Improv.- Other**	**$100,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**100,000.00**

REASON:
Transfer needed to reflect decrease to PO#614261.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department : **Hidalgo County Precinct #4**
Contact Name: **Toni Mata**
Telephone# **(956)-383-3112**

Purchase Order Number: **614261**
Increase #**1** for this Purchase Order
Procurement Method:

- [X] Contract #C-08-477-12-09
- [ ] Cooperative Awarded Vendor (TBPC State Awarded, TCPN, TASB-Buyboard) US Communities
- [ ] Quotes over &1,000.00 (verbal quotes) (attach written quotes)
- [ ] Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: **154024**
Vendor Name: **Quintanilla,Headley&Associates**
Address: **124 East Stubbs ST.**
Edinburg, Texas 78539

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		**$ 750,000.00**
		9-1339-431-00-124-049-0-733		**$ (50,000.00)**
		9-1339-431-00-124-052-0-733		**$ (50,000.00)**
		Amount of Decrease Request		**$ (100,000.00)**
		TOTAL AMOUNT		**$ 650,000.00**

Account Number: **see above**

Available Funds: $_____
Amount Liquidated: $_____

Pct. #4 Note:

Reason: **P.O. Decrease needed to provide funding for Amendment to Work Authorization#1**

Authorization: _____ Department Head — **October 2, 2009** Date

Reviewed By: _____ Purchasing Department — _____ Date

Approved By: _____ Purchasing Agent — _____ Date

Approved By: _____ Hidalgo County Auditor — _____ Date

AI-17763 **25.A.4.**

KMBH Awarded Bid/Contract

CC REGULAR

Date:	10/06/2009
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

a. Requesting final determination by Commissioner's Court on the following options for rebroadcast air times, including, but not limited to:

1. Thursdays - from 8:00 - 10:00 p.m. which will not include any over-run of meeting; or,

2. Tuesdays - 10:00 p.m. with the guarantee that the meeting will be aired in it's entirety (i.e. even if over the two (2) hours); or,

3. Option to delete airing portions of Commissioner Court meeting (i.e. public forum, pledge, prayer, etc.) in order to complete both HCDD#1 and Commissioner Court meeting within the two (2) hour time slot proposed by KMBH on Thursdays from 8:00 - 10:00 p.m.;

b. Notification that current bid award to KMBH continues to rebroadcast meetings at 10:00 p.m. on Tuesday, until final contract document details Commissioners Court's date and air-time determination which will impose an effective date on new award of October 13, 2009 for new contract term.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-413-30-115-017-0-320

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

BUDGETARY IMPACT:

$33,500.00 available balance as of 10-02-09. rc

Attachments

Link: broadcasting back up

Link: broadcasting

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/01/2009 01:05 PM	APRV

2	Budget & Management	Erika Zamora	10/01/2009 01:07 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/02/2009 03:26 PM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Nielda Cavazos Started On: 09/30/2009 09:29 AM

Final Approval Date: 10/02/2009

AI-17419 **23.A.6.**

Bid Award/Approval of Contract-Record and Delay Broadcast of Commissioners Court Meetings

CC REGULAR

Date: 09/15/2009
Submitted By: Darlene Betancourt, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract to sole bid received meeting all specifications and/or requirements as attached hereto for-Hidalgo County-Record and Delay Broadcast of Commissioners Court Meetings-Project No 2009-296-07-29-YZV.

BACKGROUND

Draft contract document has been sent to legal counsel for review and approval as to form

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-413-30-115-017-0-320
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$24,000.00 available balance as of 09/10/09. rc
3yr contract, funding available only for 2009.

Attachments

Link: bid tab sheet
Link: draft contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/10/2009 03:53 PM	APRV
2	Budget & Management	Erika Zamora	09/10/2009 03:57 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/11/2009 08:35 AM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Darlene Betancourt Started On: 09/09/2009 04:19 PM
Final Approval Date: 09/11/2009

"EXHIBIT A"

Record and Delay Broadcast of Hidalgo County Commissioners' Court Meetings and other related Services
Hidalgo County
Bid No: 2009-296-07-29-YZV

REQUIREMENTS

1. Hidalgo County is seeking a qualified vendor to record and delay broadcast the Hidalgo County Drainage District #1 Board of Directors and Commissioners' Court Meetings;

   a) Pursuant to Article §81.005 (a) (Term of Court Meetings) of the Texas Local Government Code, Hidalgo County Commissioners' Court "Regular Term" meetings for 2009. **This action made upon by Hidalgo County Commissioners Court on a yearly basis and may not follow current schedule**:

Week of the Month:	***Last Week of the Month***
Day of the Week:	Tuesday
Time of the day:	**1:30 p.m.**

   Hidalgo County Drainage District #1 holds meetings in accordance with Chapter 551, Texas Government Code; which are currently scheduled for 1:00 p.m. or otherwise directed by HCDD#1 on all Tuesdays *or as otherwise directed by HCDD #1.*

   b) Hidalgo County holds "Special Meetings" in accordance with Chapter 551, Texas Government Code; which currently are scheduled @ **1:30 p.m. or otherwise directed by Hidalgo County on all other Tuesdays or *as otherwise directed by Hidalgo County*.** However, these are subject to change if necessary and at the sole discretion of Hidalgo County/Hidalgo County Drainage District #1 and applicable statutes as to the posting of such meetings. **All special meetings will follow the term of Commissioners' Court.**

2. Contractor must possess all equipment necessary to render services required. All installation of any such equipment will be at contractor's expense including all repair maintenance of said equipment.

3. The initial term of the contract will be for a two (2) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year period under the same rates/fees, terms and conditions.

4. Hidalgo County reserves the right to continue this bid for an additional ninety (90) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

5. Hidalgo County will not allow the contractor to pre-empt any schedule broadcast of this program. Provider and Hidalgo County reserve the right to seek underwriting for the program.

6. All arrangements for on-air broadcast of this program are subject to the regulations of the Federal Communications Commission (FCC), to other laws governing broadcasting, and to standard broadcasting practice.

7. Either party may terminate the agreement within thirty (30) days upon written notice. Contractor will continue providing services until new vendor is awarded in the event that contractor exercises the 30-day written termination notice.

8. On-air credit consists of up to at least three (3) credits at the open and close of the program. Each credit should be at least twenty (20) seconds long.

9. Hidalgo's County Drainage District #1 and Commissioners Court meetings will be broadcast in their entirety.

10. In the event of a cancellation of an Hidalgo County Hidalgo County Drainage District #1 and/or Commissioners' Court Meeting slated for Recording and Delay Broadcasting, Hidalgo County will notify, in writing, the awarded vendor/company, via e-mail the cancellation of such meeting by 5:00 pm (CST) the Monday before said meeting is scheduled to be held. Notification will be made *by Monica Badillo, Hidalgo County Court Administrator, phone: (956) 292-7025; Fax (956) 292-7034 to:*

_____.
Awarded Company

11. Hidalgo County will be provided the following copies:

    a) Five (5) DVD unedited copies (if produced)
    b) Five (5) DVD edited copies (if produced)
    c) Audio and Wave File

12. Hidalgo County Commissioners' Court meetings are to be broadcast Valley wide particularly in Hidalgo County.

13. Current air time for the delay broadcast of entire Commissioners Court meetings is on Tuesday evening at 10:00 pm. Hidalgo County wishes to improve the air time slot for the delay broadcast of the Commissioners Court meetings.

    Bidders are asked to designate & commit to an earlier time slot from 7:00 p.m. to 9:00

pm but in no event commencing later than the current 10:00 pm air time. Delay broadcast must occur after Commissioners Court meetings Tuesday through Friday of the same week.

Hidalgo County additionally requires an additional 30 minutes time allotment for Public Information Purposes on the 1st week of the month) to air on the same day of the week, between the hours of 7 PM to 10PM with 9:30 PM being the latest, throughout the term of the contract.

14. Commissioners Court, at its sole discretion may consider an earlier time slot (from its present air time of 10:00 pm) as a determining factor in awarding the bid in order to make the Commissioners Court meeting delay broadcast more accessible to all Hidalgo County residents.

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the "Record and Delay Broadcast of Hidalgo County and Hidalgo County Commissioners' Court minutes and related Services" Provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the bid awarded as the Provider is the same as the one selected by Hidalgo County, the awarded bidder shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIEES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIREIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, JULY 22, 2009 BY 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, JULY 24, 2009 by 5:00 p.m.

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: JULY 29, 2009 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "Record & Delay Broadcast of Commissioners Court Meetings"

BID NO: 2009-296-07-29-YZV | **BUYER:** Yolanda Z. Velasquez

BID #	NAME OF COMPANY	BID OPTIONS		TOTAL PRICE	ACKNOWLEDGED
#1	RGV Educational Broadcasting INC. KMBH DT-38	A	1ST Year	$80,400.00	√
		B	2nd Year	$84,420.00	√
		C	3rd Year	$88,641.00	√
		D	Yearly Public Announcement	-0-	√

Exhibit "B"

"Record and Delay Broadcast of Hidalgo County Commissioners' Court Meetings - Hidalgo County"

Bid No. 2009-074-07-01-YZV

OPENED 9:58 am 7/29/09

BID PAGE

Program/Series: "Hidalgo County Commissioner's Court Meetings" Witnessed

Air Time: 8:00 p.m. to 10:00p.m.

Air Date Schedule: Thursday

Recorded on Site: Hidalgo County Administration Building, 1st Floor- Edinburg, TX

Term of Contract: The contract will be in effect for a period of one (1) year from bid award date with County's option to renew (2) one year terms.

Bid Options:

A) 1st Year Production Underwriting Price:	$ 80,400.00
B) 2nd Year Production Underwriting Price:	$ 84,420.00
C) 3rd Year Production Underwriting Price:	$ 88,641.00
D) Yearly Public Service Announcement Price :	$ -0-

Bidder/Company Name: RGV Educational Broadcasting Inc. KMBH DT-38

Address: 1701 Tennessee Avenue,

City/State/Zip Code: Harlingen, Texas 78550

Phone Nº 956-421-4111 Fax Nº 956-421-4150 Cell Nº 956-497-1082

Authorized Signature:

Printed Name: Pedro Briseno

Title: President/General Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-006-06-19

THIS CONTRACT is made and entered into this 6th day of June, 2006, by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **RGV Educational Broadcasting, Inc.**, a Texas Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for "The Recording and Delay Broadcast of Hidalgo County Commissioners' Court Meetings" (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" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of county awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for a two (2) year term. 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. 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 safety and efficiently provide the Services.

3. This Contract shall be for a period beginning July 13, 2006 and ending on July 12, ,2008 and may be extended at the sole discretion of County for an additional ninety (90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend the contract for an additional year.

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 require 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 os 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 safety 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 for below:

If to County:

The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company:

RGV Educational Broadcasting, Inc.
P.O. Box 2147
Harlingen, Texas 78551

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 unenfoceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS, our hands in duplicate originals this_____ day of_____, 2006.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

Approved by Commissioners' Court
on 6-20-06 ab

~~Juan D. Salinas, III~~, County Clerk
Eddy Treviño,

COMPANY: RGV Educational Broadcasting Inc.

By:_____

Printed Name: Pedro Briseño

Title: President / General Manager

Approved on Commissioners' Court June 20, 2006

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

By:_____

AI-17780 **25.A.5.**

Construction of New Precinct No. 2 Administrative Offices for Hidalgo Co, & Other Co. Offices

CC REGULAR

Date:	10/06/2009
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

a. As a result of the 30 day lapse of original bid pricing received on 9-2-09 for "Construction of New Precinct No. 2 Administrative Offices for Hidalgo Co, & Other Co. Offices", ratification to reject all bids received;
b. Authority to re-advertise for a "Turnkey-Construction of New Precinct No. 2 Administrative Offices for Hidalgo Co, & Other County Offices" with all plans and specification as developed and drafted through project architect, V-A Architecture and may include the Civil Site Work (which is posted on this agenda for discussion and action).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-133X-4XX-XX-122-0XX-0-720

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

BUDGETARY IMPACT:

See attached expenditure report for funding source and available balances.

Attachments

Link: Proposed Schedule of Events from Architect

Link: specs & plans

Link: exp report- object code 720

Link: ADDENDUM #3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2009 04:47 PM	APRV
2	Budget & Management	Erika Zamora	10/01/2009 04:49 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/02/2009 02:54 PM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Olga Montero Started On: 09/30/2009 02:01 PM

Final Approval Date: 10/02/2009

Proposed Schedule

for the

NEW PRECINCT NO. 2 ADMINISTRATION OFFICES AND OTHER COUNTY OFFICES

October 1, 2009

Authorization by Commissioners' Court to Re-advertise for Bid	Tuesday, October 6, 2009
First Advertisement for Re-Bids	Saturday, October 10, 2009
Second Advertisement for Re-Bids	Saturday, October 17, 2009
Receipt of Re-Bids	Wednesday, October 28, 2009 @ 4:00 PM
Award of Contract by Commissioners' Court	Monday, November 2, 2009
Contract turned in to Owner for execution	Thursday, November 12, 2009
Contract executed by Owner and Issuance of Notice to Proceed	Monday, November 16, 2009
Date of Substantial Completion (296) days	Wednesday, September 8, 2010

Create PDF files without this message by purchasing novaPDF printer (http://www.novapdf.com)

NEW PRECINCT NO.2
ADMINISTRATIVE OFFICES
FOR
HIDALGO COUNTY AND
OTHER COUNTY OFFICES

COMMISSIONERS' COURT

Sylvia Handy	County Commissioner, Precinct 1	Joe M. Flores	County Commissioner, Precinct 3
Hector "Tito" Palacios	County Commissioner, Precinct 2	Oscar L. Garza, Jr.	County Commissioner, Precinct 4
	Hon. J.D. Salinas III	County Judge	

100% FINAL REVIEW NOT FOR CONSTRUCTION 07-21-09

SCHEDULE OF DRAWINGS

ARCHITECTURAL

C01 – COVER SHEET
C02 – ABBREVIATION SHEET
C03 – HCP DETAILS
C04 – HCP DETAILS

A01 – MASTER SITE PLAN
A02 – SITE DETAILS
A03 – BORING LOCATION PLAN
A04 – PARTIAL SITE PLAN – BLDG "A"
A05 – ROOF PLAN – BLDG "A"
A06 – ROOF DETAILS – BLDG "A"
A07 – EXTERIOR ELEVATIONS – BLDG "A"
A08 – DIMENSIONED/KEYED FLOOR PLANS – BLDG "A"
A09 – LARGE SCALE R.R. PLANS – BLDG "A"
A10 – PLAN DETAILS – BLDG "A"
A11 – CROSS SECTIONS – BLDG "A"
A12 – CROSS SECTIONS – BLDG "A"
A13 – REFLECTED CEILING/FIXTURE FLOOR PLANS – BLDG "A"
A14 – DOOR/ROOM FINISH SCHEDULES – BLDG "A"
A15 – MILLWORK PLANS & DETAILS – BLDG "A"
A16 – WALL SECTIONS – BLDG "A"
A17 – WALL SECTIONS – BLDG "A"
A18 – PARTIAL SITE PLAN – BLDG "B&C"
A19 – ROOF PLAN – BLDG "B&C"
A20 – ROOF DETAILS – BLDG "B&C"
A21 – EXTERIOR ELEVATIONS – BLDG "B&C"
A22 – DIMENSIONED FLOOR PLAN – BLDG "B&C"
A23 – KEYED FLOOR PLAN – BLDG "B&C"

ARCHITECTURAL

A24 – LARGE SCALE R.R. PLANS – BLDG "B&C"
A25 – PLAN DETAILS – BLDG "B&C"
A26 – CROSS SECTIONS – BLDG "B&C"
A27 – CROSS SECTIONS – BLDG "B&C"
A28 – REFLECTED CEILING FLOOR PLAN – BLDG "B&C"
A29 – FIXTURE FLOOR PLAN – BLDG "B&C"
A30 – DOOR SCHEDULES – BLDG "B&C"
A31 – ROOM FINISH SCHEDULES – BLDG "B&C"
A32 – MILLWORK PLANS & DETAILS – BLDG "B&C"
A33 – MILLWORK PLANS & DETAILS – BLDG "B&C"
A34 – WALL SECTIONS – BLDG "B&C"
A35 – WALL SECTIONS – BLDG "B&C"
A36 – PARTIAL SITE PLAN – BLDG "D"
A37 – ROOF PLAN – BLDG "D"
A38 – EXTERIOR ELEVATIONS – BLDG "D"
A39 – DIMENSIONED/KEYED FLOOR PLANS – BLDG "D"
A40 – LARGE SCALE R.R. PLANS – BLDG "D"
A41 – PLAN DETAILS – BLDG "D"
A42 – CROSS SECTIONS – BLDG "D"
A43 – CROSS SECTIONS – BLDG "D"
A44 – REFLECTED CEILING/FIXTURE FLOOR PLANS – BLDG "D"
A45 – DOOR/ROOM FINISH SCHEDULES – BLDG "D"
A46 – MILLWORK PLANS & DETAILS – BLDG "D"

ARCHITECTURAL

A47 – MILLWORK PLANS & DETAILS – BLDG "D"
A48 – WINDOW ELEVATIONS & TYPICAL DETAILS – BLDG "D"
A49 – WALL SECTIONS – BLDG "D"
A50 – WALL SECTIONS – BLDG "D"
A51 – PARTIAL SITE PLAN – BLDG "E"
A52 – ROOF PLAN – BLDG "E"
A53 – ROOF DETAILS – BLDG "E"
A54 – EXTERIOR ELEVATIONS – BLDG "E"
A55 – DIMENSIONED FLOOR PLAN – BLDG "B&C"
A56 – KEYED FLOOR PLAN – BLDG "B&C"
A57 – LARGE SCALE R.R. PLANS – BLDG "B&C"
A58 – PLAN DETAILS – BLDG "B&C"
A59 – CROSS SECTIONS – BLDG "B&C"
A60 – CROSS SECTIONS – BLDG "B&C"
A61 – REFLECTED CEILING FLOOR PLAN – BLDG "B&C"
A62 – FIXTURE FLOOR PLAN – BLDG "B&C"
A63 – DOOR SCHEDULES – BLDG "B&C"
A64 – ROOM FINISH SCHEDULES – BLDG "B&C"
A65 – MILLWORK PLANS & DETAILS – BLDG "B&C"
A66 – MILLWORK PLANS & DETAILS – BLDG "B&C"
A67 – WALL SECTIONS – BLDG "B&C"
A68 – WALL SECTIONS – BLDG "B&C"

STRUCTURAL

S1 – GENERAL STRUCTURAL NOTES
S2 – GENERAL STRUCTURAL NOTES
S3 – FOUNDATION PLAN – BLDG "A"
S4 – FOUNDATION PLAN – BLDG "B&C"
S5 – FOUNDATION PLAN – BLDG "D"
S6 – FOUNDATION PLAN – BLDG "E"
S7 – FRAMING PLAN – BLDG "A"
S8 – FRAMING PLAN – BLDG "B&C"
S8.1 – HIGH ROOF FRAMING PLAN – BLDG "B&C"
S9 – FRAMING PLAN – BLDG "D"
S9.1 – HIGH ROOF FRAMING PLAN – BLDG "D"
S10 – FRAMING PLAN – BLDG "E"
S10.1 – HIGH ROOF FRAMING PLAN – BLDG "E"
SD1 – FOUNDATION DETAILS
SD2 – FRAMING DETAILS
SD3 – FRAMING DETAILS

M.E.P

MEP-01 – MEP SITE PLAN
M-01 – MECHANICAL PLAN – BLDG "A"
M-02 – MECHANICAL PLAN – BLDG "B&C"
M-03 – MECHANICAL PLAN – BLDG "D"
M-04 – MECHANICAL PLAN – BLDG "E"
M-05 – MECHANICAL SCHEDULES
E-01 – ELECTRICAL LIGHTING PLAN – BLDG "A"
E-02 – ELECTRICAL LIGHTING PLAN – BLDG "B&C"
E-03 – ELECTRICAL LIGHTING PLAN – BLDG "D"
E-04 – ELECTRICAL LIGHTING PLAN – BLDG "E"
E-05 – ELECTRICAL POWER PLAN – BLDG "A"
E-06 – ELECTRICAL POWER PLAN – BLDG "B&C"
E-07 – ELECTRICAL POWER PLAN – BLDG "D"
E-08 – ELECTRICAL POWER PLAN – BLDG "E"
E-09 – ELECTRICAL RISER DIAGRAM
E-10 – ELECTRICAL LEGEND
E-11 – ELECTRICAL FIXTURE SCHEDULES
E-12 – ELECTRICAL PANEL SCHEDULES
E-13 – ELECTRICAL PANEL SCHEDULES
E-14 – ELECTRICAL PANEL SCHEDULES
E-15 – ELECTRICAL PANEL SCHEDULES
E-16 – ELECTRICAL DETAILS
P-01 – PLUMBING PLAN – BLDG "A"
P-02 – PLUMBING PLAN – BLDG "B&C"
P-03 – PLUMBING PLAN – BLDG "D"
P-04 – PLUMBING PLAN – BLDG "E"
P-05 – PLUMBING WATER PLAN – BLDG "A"
P-06 – PLUMBING WATER PLAN – BLDG "B&C"
P-07 – PLUMBING WATER PLAN – BLDG "D"
P-08 – PLUMBING WATER PLAN – BLDG "E"
P-09 – PLUMBING DETAILS
P-10 – PLUMBING SCHEDULES
P-11 – PLUMBING RISER DIAGRAMS
P-12 – PLUMBING RISER DIAGRAMS

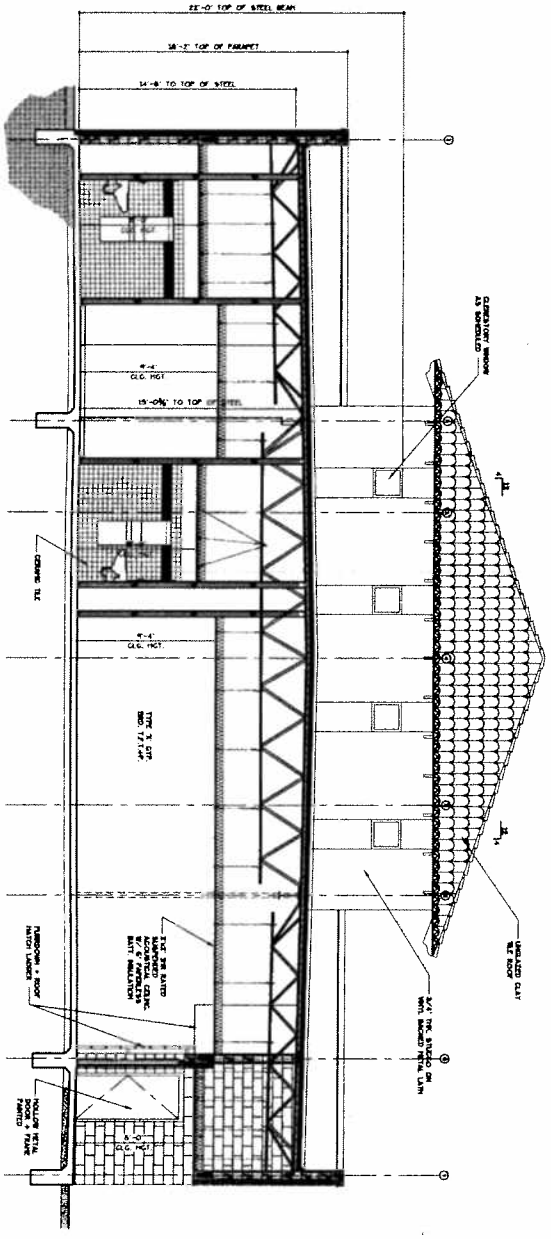
ALL CONSTRUCTION MATERIALS, CONSTRUCTION SYSTEMS AND/OR COMPONENTS SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS OR REQUIREMENTS

NEW PCT No. 2 ADMINISTRATION OFFICES & OTHER COUNTY OFFICES
FOR
COMMISSIONER "TITO" PALACIOS
PHARR, TEXAS

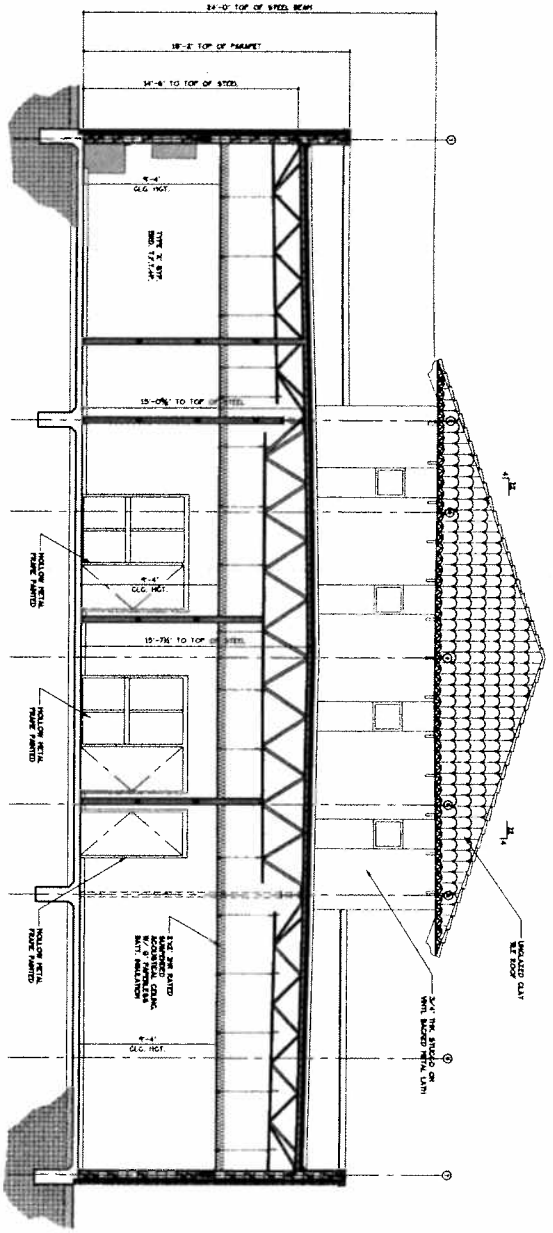
V·A Architecture
Vargas & Associates 2620 Industrial Drive McAllen, Texas 78504 (956) 631-2242

SHEET C-01
OF 04

B CROSS SECTION
SCALE: 1/4" = 1'-0"



A CROSS SECTION
SCALE: 1/4" = 1'-0"



NOTE: THE ATTIC SPACE ABOVE ALL CEILINGS ARE NOT VENTED. THE GENERAL CONTRACTOR IS REQUIRED TO SEAL ALL PENETRATIONS INTO WALLS AND ROOF TO PREVENT THE INFILTRATION OF WARM MOIST AIR INTO THE OCCUPIED SPACE

ALL CONSTRUCTION MATERIALS, CONSTRUCTION SYSTEMS AND/OR COMPONENTS SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS OR REQUIREMENTS

100% FINAL REVIEW NOT FOR CONSTRUCTION 07-21-09

SHEET A-11 of 68 BLDG. 'A'		V·A Architecture Vargas & Associates 2029 Industrial Drive McAllen, Texas 78504 (956) 631-3242	NEW PCT No. 2 ADMINISTRATION OFFICES & OTHER COUNTY OFFICES FOR COMMISSIONER 'TITO' PALACIOS PHARR, TEXAS	JOB NO 08-1096 DATE 07-21-09 REVISIONS DRAWN BY

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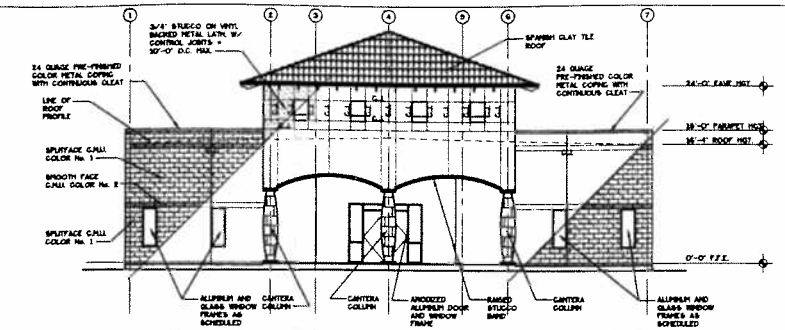
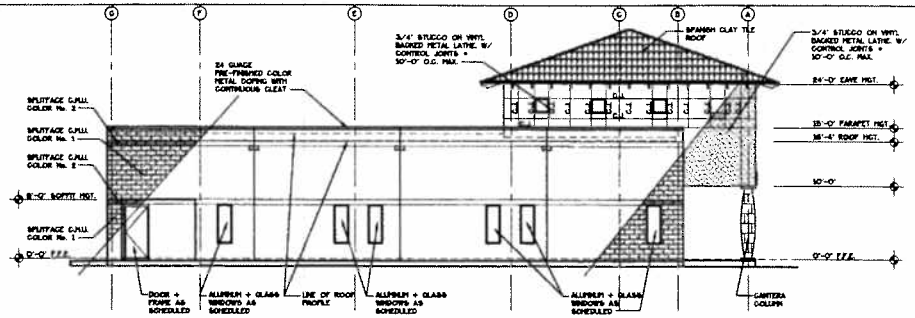
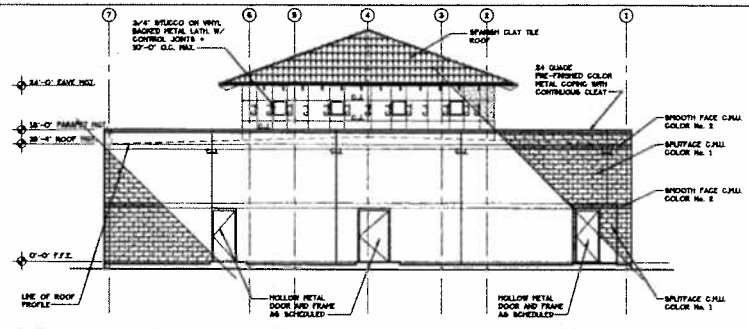


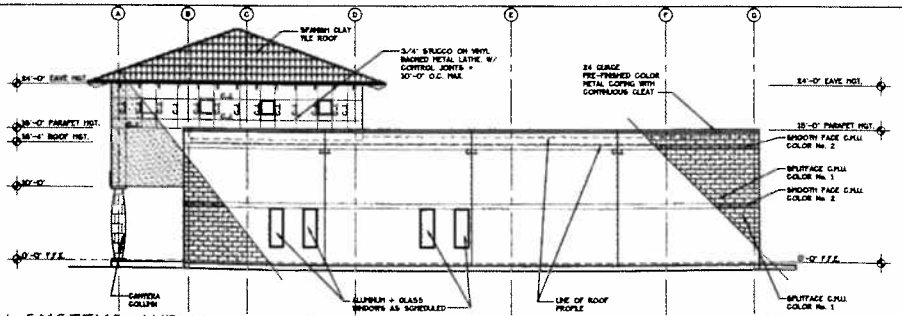
A **WEST ELEVATION**
SCALE: 1/8" = 1'-0"



B **NORTH ELEVATION**
SCALE: 1/8" = 1'-0"



C **EAST ELEVATION**
SCALE: 1/8" = 1'-0"



D **SOUTH ELEVATION**
SCALE: 1/8" = 1'-0"

ALL CONSTRUCTION MATERIALS, CONSTRUCTION SYSTEMS AND/OR COMPONENTS SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS OR REQUIREMENTS

100% FINAL REVIEW NOT FOR CONSTRUCTION 07-21-09

NEW PCT No. 2 ADMINISTRATION
OFFICES & OTHER COUNTY OFFICES
FOR
COMMISSIONER 'TITO' PALACIOS
PHARR, TEXAS

V·A Architecture
Vargas & Associates 2029 Industrial Drive McAllen, Texas 78504 (956) 631-2342

JOB NO. 06-1016
DATE 07-21-09
SUPERVISED
DRAWN BY

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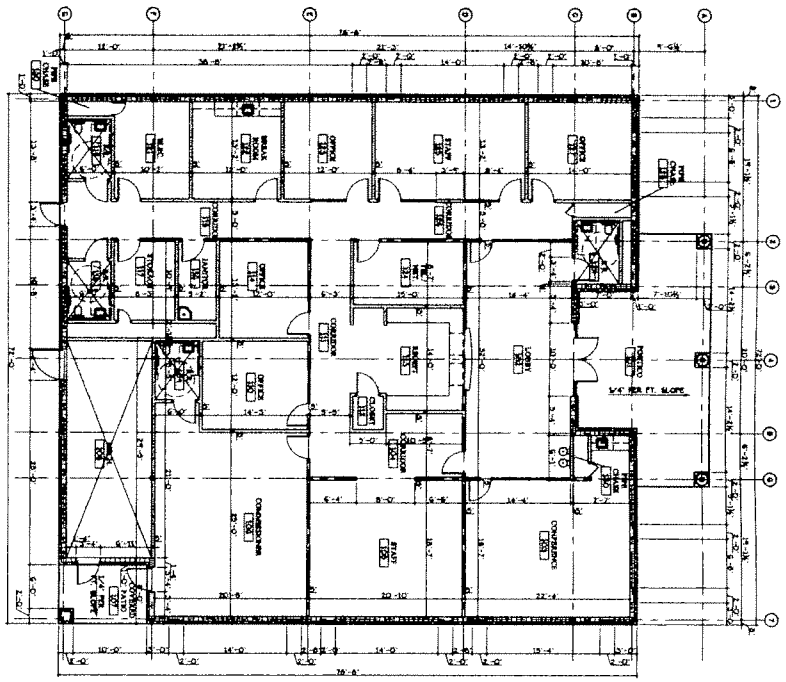
V·A Architecture

SHEET A-07
OF 68
BLDG 'A'

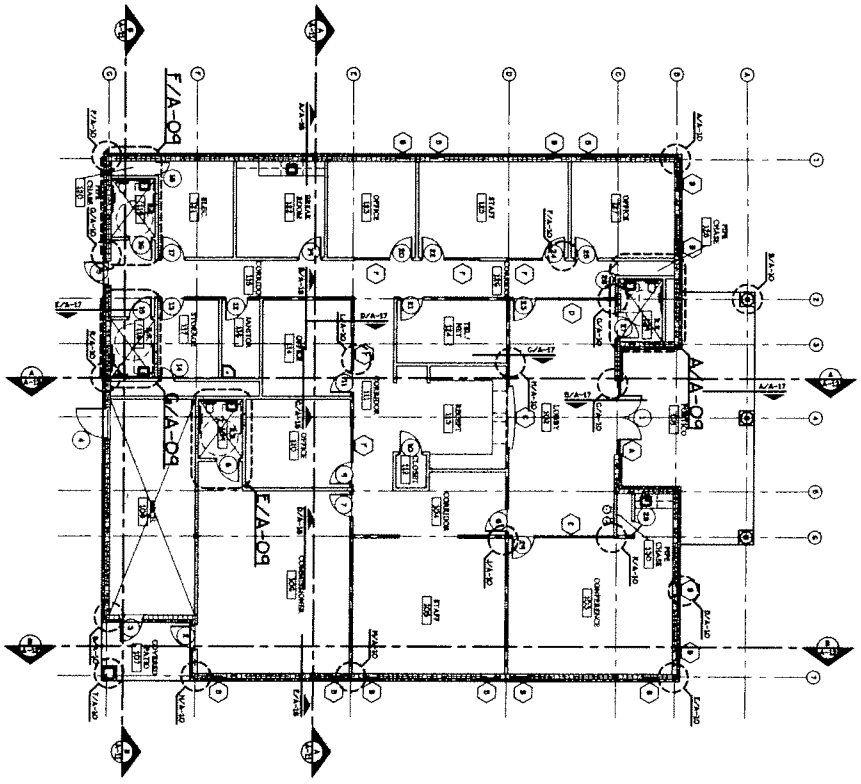
ALL CONSTRUCTION MATERIALS, CONSTRUCTION SYSTEMS AND/OR COMPONENTS SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS OR REQUIREMENTS

A PCT. 2 ADMINISTRATION BUILDING
DIMENSIONED FLOOR PLAN
SCALE: 1/8" = 1'-0"



5,856 – TOTAL S.F.

B PCT. 2 ADMINISTRATION BUILDING
KEYED FLOOR PLAN
SCALE: 1/8" = 1'-0"



100% FINAL REVIEW NOT FOR CONSTRUCTION 07-21-09

SHEET: A-08 of 68 BLDG. 'A'		V·A Architecture Vargas & Associates 2029 Industrial Drive McAllen, Texas 78504 (956) 631-2242	NEW PCT No. 2 ADMINISTRATION OFFICES & OTHER COUNTY OFFICES FOR COMMISSIONER "TITO" PALACIOS PHARR, TEXAS	These drawings and specifications are and shall remain the property of V-A Architecture They may not be used, reproduced or altered in any way, except on items written prior written approval and with appropriate compensation to V-A Architecture	JOB NO. 08-1086 DATE 07-21-09 REVISIONS DRAWN BY

NEW PRECINCT NO. 2 ADMINISTRATIVE OFFICES
FOR
HIDALGO COUNTY AND OTHER COUNTY OFFICES

COMMISSIONERS' COURT

Sylvia Handy	County Commissioner, Precinct No. 1
Héctor "Tito" Palacios	County Commissioner, Precinct No. 2
Joe M. F Lores	County Commissioner, Precinct No. 3
Oscar L. Garza, Jr.	County Commissioner, Precinct No. 4
Hon. J.D. Salinas III	County Judge

100% FINAL REVIEW SET NOT FOR CONSTRUCTION 07/21/09

SPECIFICATIONS

PROJECT #08-1016

V•A Architecture
2029 Industrial Drive, McAllen, Texas 78504 (956) 631-2242

SPECIFICATIONS

TITLE AND LOCATION OF WORK

New Hidalgo County Pct. 2 Administration Offices and Other County Offices
Pharr, Texas

NAME AND ADDRESS OF OWNER

County of Hidalgo
P.O. Box 1356
Edinburg, Texas 78539

MEP ENGINEER

MEP Solutions Engineering
Abram Larue Domínguez, P.E. (Electrical)
Luis Javier Peña, P.E. (Mechanical)
600 E. Beaumont Ave., Ste. 2
956/664-2727
956/664-2726 Fax

STRUCTURAL ENGINEER:

Cloromiro Hinojosa, Jr., P.E.
CLH Engineering, Inc.
701 S. 15th Street
McAllen, Texas 78501
687-5560; Fax: 687-5561

OWNER'S CIVIL ENGINEER

Gutiérrez Engineering
317 E. Park
Pharr, Texas 78577

THE ARCHITECT

V·A Architecture
2029 Industrial Drive
McAllen, Texas 78504
956/631-2242
956/686-7916 Fax

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BID SUBMISSION CHECKLIST

PLEASE MAKE SURE YOU HAVE INCLUDED, SIGNED, AND/OR FILED THE FOLLOWING DOCUMENTS IN YOUR BID SUBMISSION:

Check	Action	Description	# of Pages
	INCLUDE & SIGN	Proposal form, **Don't forget to Acknowledge Receipt of any and all addenda	2 pp
	INCLUDE & SIGN	Page 8 of the Legal Notice	1 p
	INCLUDE & SIGN	Hidalgo County Purchasing Dept. Bidder/Vendor Application Form	1 p
	INCLUDE & SIGN	Bid Bond and Power of Attorney or Cashier's Check	Bidder's Insurance Company will provide form
	INCLUDE & SIGN	Insurance Requirement Acknowledgment	1 p
	INCLUDE & SIGN	Project Requirements Acknowledgment	1 p
	INCLUDE	HUB Declaration	1 p
	FILE WITH COUNTY CLERK'S OFFICE	Exhibit D: Form CIQ	1 pp
	INCLUDE & SIGN	Certification Regarding Debarment, Suspension and Ineligibility	1 p
	INCLUDE & SIGN	W-9	1 p
	INCLUDE, SIGN AND NOTARIZE	Exhibit "C" Proposer's Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying	1 p

PLEASE NOTE THAT INCLUSION OF ALL FORMS WILL COMPLETE YOUR BID.

PROJECT: **New Hidalgo County Pct. 2 Administration Offices and Other County Offices**
Pharr, Texas

PLACE: Hidalgo County Purchasing Department, 2812 S. Business 281, Edinburg, Tx 78539

DATE: Wednesday, August 19, 2009

TIME: 9:30 am

TO: Marty Salazar, Hidalgo County Purchasing Agent

BIDDER:_____

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents dated July 31, 2009 prepared by V·A Architecture, relating to the above referenced project, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda thereto, including furnishing of any and all labor and materials, all Site Work, General Construction, Mechanical, Electrical and Plumbing for the following sums of money:

1. **BASE BID:**

All labor, materials, services and equipment necessary for completion of the work shown on the drawings and in the specifications, for **the base bid.**

A. Hidalgo Cty. Pct. 2 Offices	$_____
B/C. Health & Human Services & WIC Clinic	$_____
D. Tax Offices	$_____
E. Justice of the Peace Offices	$_____
TOTAL BASE BID:	
_____	$_____

2. ALTERNATE NUMBER ONE:

The General Contractor shall state on his bid form, the amount of all work, complete in all respects, in accordance with the plans and specifications, **to provide and install exterior solar outdoor lighting.**

TOTAL ALTERNATE NO. 1 BID

_____ $_____

3. **ALTERNATE NUMBER TWO:**

The General Contractor shall state on his bid form, the amount of all work, complete in all respects, in accordance with the plans and specifications, **to provide and install Grid -Tie Wind Turbine Generator System.**

TOTAL ALTERNATE NO. 2 BID

_____ $_____

4. **ALTERNATE NUMBER THREE:**

The General Contractor shall state on his bid form, the amount of all work, complete in all respects, in accordance with the plans and specifications, **to provide and install Grid-Tie Photovoltaic and Inverter System**

TOTAL ALTERNATE NO. 3BID

_____ $_____

5. **ALTERNATE NUMBER FOUR:**

The General Contractor shall state on his bid form, the amount of all work, complete in all respects, in accordance with the plans and specifications, **to provide and install the Intelligent Building System.**

TOTAL ALTERNATE NO. 4 BID

_____ $_____

2. If awarded this contract the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and Proof of Insurance Coverage, with the Owner for the entire work as per the Contract Documents within (five) 5 consecutive calendar days after the notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of thirty (30) days from the above date.

3. Enclosed is a Certified Check or Bidders Bond in the amount of $_____, in compliance with the Specification Requirements (5% of the highest amount bid).

The above Check or Bidders Bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

4. The undersigned agrees to the following:
   A. To furnish all materials as shown and specified in the plans and specifications.
   B. To complete base bid as specified in 296 consecutive calendar days.

Receipt is acknowledged of the following addenda:

No._____Dated_____
No._____Dated_____
No._____Dated_____

5. Subcontractors and vendors used in this proposal (name, address, & phone number):

1. Site Work: _____
2. Landscaping _____
3. Concrete: _____
4. Masonry: _____
5. Structural Steel: _____
6. Rough Carpentry: _____
7. Millwork: _____
8. Roofing: _____
9. Doors & Windows: _____
10. Finish Hardware: _____
11. Metal Studs & Drywall: _____
12. Painting: _____
13. Acoustical Ceiling _____
14. Specialties: _____
15. Mechanical: _____
16. Electrical: _____
17. Fire Alarm: _____
18. Plumbing _____
19. Security System: _____

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Respectfully submitted,

By: _____
Signature

_____
Title

_____
(Seal - If Corporation)

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
9-1332-415-15-122-042-0-720	CO,2002-PCT2-TAX OFFICE-BUILDINGS	531,455.13	.00	.00	.00	531,455.13	.00
9-1334-415-15-122-042-0-720	CO,2004-PCT2-TAX OFFICE-BUILDINGS	568,213.59	14,343.39	61,747.76	61,747.76	492,122.44	13.39
9-1334-431-00-122-021-0-720	CO,2004-PCT2-BUILDINGS	876,115.95	83,869.49	61,021.62	61,021.62	731,224.84	16.54
9-1334-441-00-122-041-0-720	CO,2004-PCT2-WIC/HHS-BUILDINGS	1,916,380.86	55,836.30	131,125.21	131,125.21	1,729,419.35	9.76
9-1336-412-00-122-043-0-720	CO,2006-PCT2-JP/CONSTABLES-BUILDINGS	1,500,000.00	20,032.70	80,104.03	80,104.03	1,399,863.27	6.68

New Administration Offices

for

Hidalgo County Pct. 2 & Other County Offices

Pharr, Texas

ADDENDUM NO. THREE

October 3, 2009

PREPARED BY
V•A Architecture
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242
(956) 686-7916 Fax

THE ADDENDUM

All parties wishing to submit on this project shall be responsible for reading the entire addendum. Failure to note any items of the addendum does not relieve any party from performing per instructions, providing that the information is set forth once, any place in this addendum.

This addendum forms a part of the contract documents modifying and superseding where it is inconsistent with them. All other conditions of the conditions of the contract documents remain unchanged.

Acknowledge receipt of this addendum by inserting its number in the bid proposal form.

Project: **New Administration Offices for Hidalgo County Pct. 2 & Other County Offices**
Pharr, Texas

Date: **October 3, 2009**

Prepared By: **V•A Architecture, 2029 Industrial Drive, McAllen, Tx 78504; (956) 631-2242**
v-aarchitecture@att.net

AUTHORIZED BY: _____
Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent

ITEM ONE: **BID DATE AND TIME**

The new **BID DATE** and **TIME is October 28, 2009** at **4:00 pm.** The **NEW BID NO.** is **2009-037C-1028-OTM.**

ITEM TWO: **SPECIFICATIONS** **INVITATION TO BIDDERS**

REPLACE the **Invitation to Bidders** found in the specifications with the one attached to this Addendum.

ITEM THREE: **SPECIFICATIONS** **ADDENDA #1 & 2**

1. **DISREGARD** ITEM TWO of Addendum No. 1 issued on 8/31/09.

2. **DISREGARD** Paragraph #2 of ITEM EIGHT and the referenced drawing ADD1/DWG1 on Sheet 7 of 10 of Addendum No. 1 issued on 8/31/09. Paragraphs #1 and #3 remain a part of the Contract Documents.

3. All other items of Addenda #1-2 shall remain a part of the Contract Documents.

ITEM FOUR: **SPECIFICATIONS & DRAWINGS**

All items identified as "Alternates" **SHALL BE A PART** of the **BASE BID.**

ITEM FIVE: **SPECIFICATIONS** **PROPOSAL FORM**

1. **REPLACE** the **Proposal Form** found in the specifications with the one attached to this Addendum.

2. The TOTAL BASE BID AMOUNT and THE BASE BID AMOUNT PER BUILDING, **are required** to be turned in on the bid date and time. The MEP Cost Breakdowns (lines numbered 1-12) may be turned in to the Architect's office in hard copy on October 29, 2009 not later than 4:00 pm from the apparent low bidder.

3. For the purposes of the BASE BID Breakdown, the Betterment Allowance and Other Contingencies shall be split equally among all the buildings.

4. The Civil Engineer's Quantity Worksheet found in Vol. 3 of the specifications will be due to the Architect's office in hard copy on October 29, 2009 not later than 4:00 pm from the apparent low bidder.

ITEM SIX: **SPECIFICATIONS** **INSTRUCTION TO BIDDERS**

1. **REPLACE** Paragraph 14.1 of the **Bid Schedule** with the following:

14. 1. **BID SCHEDULE:**

1.01 All proposals shall be subject to the General and Special Conditions and all other related sections of the specifications and requirements of the drawings. The Owner shall have the right to accept any bid.

1.02 **BASE BID (To be broken down by building and other components on the Proposal Form)**: The Contractor shall state on his bid form, under the Base Bid, the amount of all labor, materials, services and equipment necessary work, as shown on the drawings and in the specifications.

2. **ADD** paragraph 2.08 **to 14.2 Allowances**:

2.08 INCLUDE the sum set forth below as a Landscaping & Irrigation Allowance, which will be expended as directed through an Architect's Supplemental Instruction, AIA Document G710. Structural Contingency: One Hundred Fifty Thousand Dollars and NO/100 {$150,000.00}

ITEM SEVEN: **SPECIFICATIONS AND DRAWINGS**

1. **INCLUDE** the **SPECIFICATIONS** (VOL. 3) AND **DRAWINGS** (11" x 17") prepared by R. Gutiérrez Engineering and dated 10/7/09 as a part of the Contract Documents.

2. SITEWORK AND UTILITIES shall be governed by the General Conditions and other documents found in the CIVIL WORK SPECIFICATIONS.

INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid on the following bid information:

Bid #	Bid Description	Opening Date:
2009-037c-10-28-otm	**Hidalgo County Precinct No. 2 – "Construction of New Precinct No. 2 Administrative Offices for Hidalgo County and Other County Offices"**	**October 28, 2009 @ 4:00 p.m.**

SEALED BIDS should be properly addressed and delivered to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, Administration Building-2812 S. Business Hwy. 281, Edinburg, Texas 78539. One (1) original and Three (3) copies of all bids are required with bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **Bid # 2009-037c-10-28-otm Hidalgo County Precinct No. 2 – "Construction of New Precinct No. 2 Administrative Offices for Hidalgo County and Other County Offices". Bids will be accepted until, 9:30 A.M., on Wednesday, October 28, 2009** at which time they will be opened and read aloud in the Hidalgo County Purchasing Department Conference Room at 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas. **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED UNOPENED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID NUMBER/PROJECT.**

Copies of the above documents may be obtained at the office of the Architect in accordance with the Instruction to Bidders upon the deposit of $500.00 for each set of documents.

Bid Security in the amount of 5% of the largest possible total of bids submitted must accompany each bid in accordance with the Instruction to Bidders. The surety must be a guaranteed or surety company acceptable to the Hidalgo County and listed in U. S. Treasury Circular No. 570.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS on this the 6th day of October, 2009.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

PROPOSAL FORM for Bid #2009-037C-10-28-OTM

PROJECT: New Hidalgo County Pct. 2 Administration Offices and Other County Offices, Pharr, Tx

PLACE: Hidalgo County Purchasing Department, 2812 S. Business 281, Edinburg, Tx 78539

DATE/TIME: October 28, 2009 @ 4:00 pm

TO: Marty Salazar, Hidalgo County Purchasing Agent

BIDDER:_____

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents dated July 31, 2009 prepared by VAA Architecture and the proposed Contract Documents dated October 7, 2009 prepared by R. Gutiérrez Engineering, relating to the above referenced project, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda thereto, including furnishing of any and all labor and materials, General Construction, Civil Work, including all utilities, Mechanical, Electrical and Plumbing for the following sums of money:

    1. BASE BID: All labor, materials, services and equipment necessary for completion of the work shown on the drawings and in the specifications, for the base bid.

A.	Hidalgo Cty. Pct. 2 Offices (including A1,2,3 below)		A $
	1. Mechanical	$	
	2. Electrical	$	
	3. Plumbing	$	
B/C.	Health & Human Svcs. & WIC Clinic (including B/C1,2,3 below)		B/C $
	4. Mechanical	$	
	5. Electrical	$	
	6. Plumbing	$	
D.	Tax Offices (including D1,2,3 below)		D $
	7. Mechanical	$	
	8. Electrical	$	
	9. Plumbing	$	
E.	Justice of the Peace Offices (including E 1,2,3 below)		E $
	10. Mechanical	$	
	11. Electrical	$	
	12. Plumbing	$	
F.	Solar Outdoor Lighting		F $
G.	Grid-Tie Wind Turbine Generator System		G $
H.	Grid-Tie Photovoltaic and Inverter System		H $
I.	Insulated Concrete Forms (ICF) Exterior Wall Construction with 3/4" furring strips and 5/8" type X gypsum board, (taped, floated, textured & painted, in lieu of 8" concrete block		I $
TOTAL BASE BID			$

2. If awarded this contract the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and Proof of Insurance Coverage, with the Owner for the entire work as per the Contract Documents within (five) 5 consecutive calendar days after the notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of thirty (30) days from the above date.

3. Enclosed is a Certified Check or Bidders Bond in the amount of $_____, in compliance with the Specification Requirements (5% of the highest amount bid).

   The above Check or Bidders Bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

4. The undersigned agrees to the following:

   A. To furnish all materials as shown and specified in the plans and specifications.
   B. To complete base bid as specified in 296 consecutive calendar days.

   Receipt is acknowledged of the following addenda:
   No._____1_____Dated_____8/31/09_____
   No._____2_____Dated_____9/1/09_____
   No._____3_____Dated_____10/2/09_____
   No._____Dated_____
   No._____Dated_____

5. Subcontractors and vendors used in this proposal (name, address, & phone number):

   1. Site Work: _____
   2. Utilities: _____
   3. Paving & Drainage: _____
   4. Landscaping _____
   5. Concrete: _____
   6. Masonry: _____
   7. Structural Steel: _____
   8. Rough Carpentry: _____
   9. Millwork: _____
   10. Roofing: _____
   11. Doors & Windows: _____
   12. Finish Hardware: _____
   13. Metal Studs & Drywall: _____
   14. Painting: _____
   15. Acoustical Ceiling _____
   16. Specialties: _____

17. Mechanical: _____
18. Electrical: _____
19. Fire Alarm: _____
20. Plumbing _____
21. Security System: _____
22. Solar Outdoor Lighting: _____
23. Grid Tie Wind Turbine Generator System: _____
24. Grid-Tie Photovoltaic & Inverter System: _____
25. Insulated Concrete Forms: _____

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Respectfully submitted,

By: _____

Signature

_____
Title

_____
(Seal - If Corporation)

AI-17773 **25.A.6.**

Civil-Site Work for Hidalgo County Precinct No. 2 Office Complex Subdivision
CC REGULAR

Date:	10/06/2009
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

a. Correspondence received from participating vendor (attached hereto), Five Star Clarke Construction, LLC stating that due to a "written numerical error" on first item of bid page" plus other pricing errors (that would impact the company's ability to honor and complete the work), the company requests that Commissioners Court permit and allow the withdrawal of the submitted bid; and , if approved,

b. Recommendation by project engineer, R. Gutierrez Engineering Corporation of the bids received for the purposes of award for "Civil-Site Work for Hidalgo County Precinct No. 2 Office Complex Subdivision" to lowest responsible bidder meeting all specifications- and/or requirement for RFB No. 2009-037B-09-02-otm.; or in the alternative:

c. Reject all bids received with authority to re-advertise for : Civil-Site Work for Hidalgo County Precinct No. 2 Office Complex Subdivision with plans and specifications developed and drafted by project engineer, R. Gutierrez Engineering Coporation with the following options;
(1) as an individual (stand alone) bid project; or,
(2) as a component/alternate/option of the "administrative office facility complex" project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:**

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

BUDGETARY IMPACT:

accounts are as follows:
9-1332-415-15-122-042-0-720
9-1334-415-15-122-021-0-720
9-1334-415-15-122-041-0-720
9-1334-415-15-122-042-0-720
9-1336-412-00-122-043-0-720

Attachments

Link: Withdrawal Letter from Five Star Clarke

Link: Recommendation letter & tab sheet by Engineer

Link: Certified Letter to Five Star Clarke

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2009 02:30 PM	APRV
2	Budget & Management	Erika Zamora	10/01/2009 02:34 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/02/2009 03:07 PM	APRV
4	Roland Garcia	Rolando Garcia	10/02/2009 04:39 PM	APRV
5	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Olga Montero Started On: 09/30/2009 01:15 PM

Final Approval Date: 10/02/2009

Five Star Clarke
Construction L.L.C
49 Wood Road
Rio Grande City TX 78582
(956)486-2363 (956)486-277

September 16, 2009

Hidalgo County Purchasing Department
C/O Martha Salazar
2802 South Bus. 281
Edinburg, TX 78539

Dear Martha Salazar:

Our Company turned in a Bid Proposal for the Civil-Site Work for Hidalgo County Precinct No. 2 Office Complex Subdivision which opened on September 2, 2009 at 9:30 a.m. Our letter is to respectfully notify Hidalgo Purchasing Department and the Hidalgo County Commissioners that our company would like to withdraw our Bid Proposal. The reasons why we would like withdraw is because we have taken another look at our Bid Proposal and we came upon some mistakes that our Estimator did on the Bid Proposal Form and we cannot execute the project with the amount of the Bid proposed. If awarded this project we will most likely be affected financially while doing this project. It was a sincere and honest mistake done on our part.

Our company would like to respectfully withdraw our Bid Proposal and ask that the Commissioners accept our apologies and to withdraw without being penalized or be taken out of the bidders list for any future projects. If we are going to be penalized we would like to have an opportunity to discuss this matter.

Thank you for giving us the opportunity to explain and for taking the time to consider our request. If you have any further questions please call me at the above phone number.

Respectfully,

Alejo Clarke Jr.
Owner, Five Star Clarke Construction L.L.C.

(FINAL)

R. Gutierrez Engineering Corporation

September 17, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Revised Recommendation for Award – Pct 2 Office Complex Subdivision
Project No: ENG08.24L

Dear Commissioner Palacios:

On Wednesday, September 2, 2009, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above captioned project. Eight (8) bids were received for this project. The low responsive base bid was for **$486,660.30** from **Five Star Clarke Construction, L.L.C.**, from Rio Grande City, Texas. The lowest alternate bid was for **$470,280.30** also from **Five Star Clarke Construction, L.L.C.**, from Rio Grande City, Texas.

There was a discrepancy in one of the bid items provided in the lowest base bid. The bidder used a $1.00 per cubic yard unit bid price where the numeral unit bid is requested and spelled out $27,000.00 per cubic yard where the written unit bid price is requested. Five Star Clarke Construction, L.L.C. has submitted a letter requesting that they be allowed to withdraw their bid.

If the Commissioner's Court were to grant their request, the next responsive base bid is for **$573,769.30** from **Garco Industries**, Inc., from Pharr, Texas. The next lowest alternate bid is for **$537,512.71** from **Saenz Utility Contractors, Ltd.**, from Edcouch, Texas.

Enclosed is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bids submitted and are recommending award of the contract base bid to the lowest responsive bidder being **Five Star Clarke Construction, L.L.C.**, from Rio Grande City, Texas, for **$486,660.30.** However, if Commissioner's Court grants **Five Star Clarke Construction, L.L.C.,** their request, we recommend award of the contract to **Garco Industries, Inc.,** from Pharr, Texas in the amount of **$573,769.30**.

We are recommending the base bid over the alternate bid. This is due to the fact that the base bid will require the contractor to supply the fill material and the alternate bid will require the Hidalgo County to supply the fill material and transport it to the construction site. When we add the cost of Hidalgo County providing the fill material, to the alternate bid, the total is higher than the base bid. A breakdown of the cost for the base bid and alternate bid with costs of Hidalgo County providing the fill material to the project is enclosed.

130 E. Park – Pharr, TX 78577 – Tel. 956-782-2557 – Fax 956-782-2558 – E-mail rgutierrez@rgutierrezengineering.com

If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

Encl

cc: Project Files

[redacted]

R. Gutierrez Engineering Consultants
1 L E. Park Avenue
Pharr, Texas 78577

09/10/2009

BID TABULATION
PCT. NO. 2 OFFICE COMPLEX SUBDIVISION

DATE 09/02/09
TIME: 9:30 A.M.
LOCATION HIDALGO COUNTY PURCHASING DEPARTMENT

Item Number	Estimated Quantity	Unit	Item Description	CRC DESIGN CONSULTANTS		MF SITE CONSTRUCTION, INC		ASAGO CONSTRUCTION		SAENZ UTILITY CONTRACTORS		5 STAR CONSTRUCTION		GARCO INDUSTRIES		JIMMY CLOSNER & SONS		D. WILSON CONSTRUCTION	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
1	27,300.00	SY	Site Excavation, Fill & Grading	$ -	$ -	$ 8.32	$ 227,136.00	$ 7.00	$ 191,100.00	$ 4.41	$ 120,393.00	-	$ 27,300.00	$ 0.75	$ 20,475.00	$ 11.00	$ 300,300.00	$ 8.00	$ 218,400.00
2	15,666.00	SY	Lime Treated Subgrade (8" or 12")(3% Lime)	$ -	$ -	$ 1.50	$ 23,499.00	$ 3.00	$ 46,998.00	$ 1.00	$ 15,666.00	$ 1.00	$ 15,666.00	$ 0.95	$ 14,882.70	$ 1.75	$ 27,415.50	$ 2.00	$ 31,332.00
3	118.00	TON	Lime, Ty A or B	$ -	$ -	$ 164.00	$ 19,352.00	$ 160.00	$ 18,880.00	$ 160.00	$ 18,880.00	$ 145.00	$ 17,110.00	$ 155.00	$ 18,290.00	$ 165.00	$ 19,470.00	$ 150.00	$ 17,700.00
4	15,666.00	SY	Flexible Base (Compl in Place)(Ty E)(Gr 4)(10")	$ -	$ -	$ 8.03	$ 94,465.98	$ 5.00	$ 78,330.00	$ 6.09	$ 95,405.94	$ 4.60	$ 72,063.60	$ 6.95	$ 108,876.70	$ 6.50	$ 101,829.00	$ 4.74	$ 74,258.00
5	12,592.00	SY	Asph. Conc. Pav. Ty. D (1 1/2") w/Prime Coat	$ -	$ -	$ 7.10	$ 89,403.20	$ 7.00	$ 88,144.00	$ 6.61	$ 83,239.73	$ 5.96	$ 75,054.28	$ 6.75	$ 85,002.75	$ 7.75	$ 97,595.75	$ 8.50	$ 107,032.00
6	914.00	LF	Concrete Valley Gutter (6-FI)	$ -	$ -	$ 24.63	$ 22,511.82	$ 13.00	$ 11,882.00	$ 12.57	$ 11,488.98	$ 24.78	$ 22,648.92	$ 42.00	$ 38,388.00	$ 24.80	$ 22,667.20	$ 12.20	$ 11,150.00
7	122.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)(24")	$ -	$ -	$ 9.25	$ 1,128.50	$ 9.00	$ 1,098.00	$ 4.83	$ 589.26	$ 6.97	$ 850.34	$ 9.00	$ 1,098.00	$ 6.80	$ 829.60	$ 7.00	$ 854.00
8	5,916.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)(18")	$ -	$ -	$ 8.25	$ 48,807.00	$ 6.00	$ 35,496.00	$ 5.10	$ 30,171.60	$ 5.13	$ 30,349.08	$ 7.50	$ 44,370.00	$ 5.80	$ 34,312.80	$ 6.25	$ 36,975.00
9	1,946.00	SY	Concrete Sidewalk 4"	$ -	$ -	$ 24.00	$ 46,704.00	$ 9.00	$ 17,514.00	$ 22.70	$ 44,174.20	$ 22.68	$ 44,135.28	$ 30.00	$ 58,380.00	$ 29.85	$ 58,112.10	$ 2.35	$ 41,157.90
10	15.00	EA	Concrete Sidewalk Ramps (ADA Standards)	$ -	$ -	$ 450.00	$ 6,750.00	$ 700.00	$ 10,500.00	$ 320.00	$ 4,800.00	$ 200.00	$ 3,000.00	$ 375.00	$ 5,625.00	$ 625.00	$ 9,375.00	$ 125.00	$ 1,875.00
11	100.00	LF	Concrete Wheel Stops	$ -	$ -	$ 30.00	$ 3,000.00	$ 60.00	$ 6,000.00	$ 75.00	$ 7,500.00	$ 20.00	$ 2,000.00	$ 37.50	$ 3,750.00	$ 35.00	$ 3,500.00	$ 35.00	$ 3,500.00
12	1.00	LS	Pavement Striping, Pavement Markers & Signs	$ -	$ -	$ 11,200.00	$ 11,200.00	$ 7,000.00	$ 7,000.00	$ 8,300.00	$ 8,300.00	$ 4,000.00	$ 4,000.00	$ 5,200.00	$ 5,200.00	$ 4,500.00	$ 4,500.00	$ 11,492.00	$ 11,492.00
13	169.00	LF	RCP (CL III) (18") Rubber Gasket	$ -	$ -	$ 44.50	$ 7,342.50	$ 22.30	$ 3,630.00	$ 25.00	$ 4,290.00	$ 25.00	$ 4,125.00	$ 21.50	$ 3,547.50	$ 28.50	$ 4,702.50	$ 22.00	$ 3,643.00
14	494.00	LF	RCP (CL III) (24")(Rubber Gasket)	$ -	$ -	$ 58.00	$ 28,652.00	$ 26.00	$ 12,844.00	$ 29.00	$ 14,326.00	$ 35.00	$ 17,290.00	$ 26.50	$ 13,091.00	$ 35.35	$ 17,462.90	$ 64.00	$ 31,660.00
15	562.00	LF	ADS Pipe (15")	$ -	$ -	$ 40.00	$ 22,480.00	$ 25.00	$ 14,050.00	$ 16.00	$ 8,992.00	$ 16.00	$ 8,992.00	$ 14.70	$ 8,261.40	$ 23.95	$ 13,459.90	$ 25.70	$ 14,443.40
16	423.00	LF	ADS Pipe (18")	$ -	$ -	$ 44.00	$ 18,524.00	$ 25.00	$ 10,525.00	$ 26.00	$ 10,946.00	$ 21.00	$ 8,841.00	$ 17.50	$ 7,367.50	$ 28.35	$ 11,935.35	$ 24.76	$ 10,423.00
17	7.00	EA	Inlet (Ty C) (4' Concrete Apron	$ -	$ -	$ 2,150.00	$ 15,050.00	$ 1,800.00	$ 12,600.00	$ 2,995.00	$ 20,965.00	$ 3,300.00	$ 23,100.00	$ 3,200.00	$ 22,400.00	$ 2,475.00	$ 17,325.00	$ 1,641.58	$ 11,491.06
18	2.00	EA	5' Concrete Drainage Manhole	$ -	$ -	$ 1,990.00	$ 3,980.00	$ 2,000.00	$ 4,000.00	$ 2,100.00	$ 4,200.00	$ 2,700.00	$ 5,400.00	$ 2,600.00	$ 5,200.00	$ 1,850.00	$ 3,700.00	$ 1,300.00	$ 2,600.00
19	9.00	EA	In Site Drain System w/ Tee, 90 Elbow, & Metal Grate	$ -	$ -	$ 975.00	$ 8,775.00	$ 1,500.00	$ 13,500.00	$ 450.00	$ 4,050.00	$ 900.00	$ 8,100.00	$ 1,100.00	$ 9,900.00	$ 650.00	$ 5,850.00	$ 682.62	$ 6,188.58
20	9.00	EA	Concrete Flumes	$ -	$ -	$ 820.00	$ 7,380.00	$ 1,000.00	$ 9,000.00	$ 1,175.00	$ 10,575.00	$ 100.00	$ 900.00	$ 300.00	$ 2,700.00	$ 145.00	$ 1,305.00	$ 500.00	$ 4,500.00
21	671.00	LF	6" PVC SDR 26 Sanitary Sewer Line	$ -	$ -	$ 34.00	$ 22,814.00	$ 15.00	$ 10,736.00	$ 15.00	$ 10,065.00	$ 8.00	$ 5,368.00	$ 12.00	$ 8,052.00	$ 18.50	$ 12,413.50	$ 21.40	$ 13,203.80
22	3.00	EA	4' Dia. Fiberglass Manhole	$ -	$ -	$ 1,700.00	$ 5,100.00	$ 2,000.00	$ 6,000.00	$ 2,685.00	$ 8,055.00	$ 2,300.00	$ 6,900.00	$ 2,200.00	$ 6,600.00	$ 2,350.00	$ 7,050.00	$ 1,678.14	$ 5,034.42
23	1.00	EA	6" Sanitary Sewer Connection	$ -	$ -	$ 750.00	$ 750.00	$ 3,000.00	$ 3,000.00	$ 1,200.00	$ 1,200.00	$ 300.00	$ 300.00	$ 800.00	$ 800.00	-	$ 300.00	-	-
24	574.00	LF	4" PVC SDR 26 Sanitary Sewer Line	$ -	$ -	$ 30.00	$ 17,220.00	$ 9.00	$ 5,166.00	$ 10.00	$ 5,740.00	$ 3.00	$ 1,722.00	$ 6.00	$ 3,444.00	$ 8.50	$ 4,879.00	$ 12.55	$ 7,203.00
25	514.00	LF	12" PVC C-900 DR 18	$ -	$ -	$ 26.00	$ 13,364.00	$ 23.00	$ 11,822.00	$ 26.00	$ 13,364.00	$ 25.00	$ 12,850.00	$ 20.50	$ 10,537.00	$ 22.00	$ 11,308.00	$ 23.22	$ 11,935.08
26	1,719.00	LF	8" PVC C-900 DR 18	$ -	$ -	$ 12.50	$ 21,475.00	$ 15.00	$ 25,770.00	$ 12.00	$ 20,616.00	$ 10.00	$ 17,180.00	$ 14.00	$ 24,052.00	$ 14.50	$ 24,911.00	$ 18.54	$ 31,857.72
27	95.00	LF	6" PVC C-900 DR 18	$ -	$ -	$ 8.00	$ 760.00	$ 13.00	$ 1,235.00	$ 10.00	$ 950.00	$ 10.00	$ 950.00	$ 10.00	$ 950.00	$ 12.50	$ 1,187.50	$ 12.24	$ 1,162.80
28	542.00	LF	2" PVC C-900 DR 18	$ -	$ -	$ 3.00	$ 1,626.00	$ 10.00	$ 5,420.00	$ 5.50	$ 2,981.00	$ 5.00	$ 2,710.00	$ 4.50	$ 2,439.00	$ 6.00	$ 3,252.00	$ 10.00	$ 5,420.00
29	1.00	EA	Fire Hydrant Assembly w 12 x6 Tee & Valve&Box	$ -	$ -	$ 3,200.00	$ 3,200.00	$ 4,000.00	$ 4,000.00	$ 3,250.00	$ 3,250.00	$ 5,000.00	$ 5,000.00	$ 3,050.00	$ 3,050.00	$ 3,250.00	$ 3,250.00	$ 2,898.32	$ 2,898.32
30	5.00	EA	Fire Hydrant Assembly w/ 8"x6" Tee 6" Valve&Box	$ -	$ -	$ 3,100.00	$ 15,500.00	$ 3,000.00	$ 15,000.00	$ 2,950.00	$ 14,750.00	$ 4,400.00	$ 20,000.00	$ 2,650.00	$ 13,250.00	$ 2,950.00	$ 14,750.00	$ 2,752.29	$ 13,761.45
31	1.00	EA	Tap Tee 8 x12 (Connect to 8" Water Line)	$ -	$ -	$ 2,870.00	$ 2,870.00	$ 5,000.00	$ 5,000.00	$ 2,850.00	$ 2,850.00	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 2,875.00	$ 2,875.00	$ 3,320.85	$ 3,320.85
32	1.00	EA	Tap Tee 12"x8" (Connect to 12" Water Line)	$ -	$ -	$ 4,470.00	$ 4,470.00	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 3,000.00	$ 3,000.00	$ 2,450.00	$ 2,450.00	$ 3,320.85	$ 3,320.85
33	4.00	EA	Tap Tee 8 x2	$ -	$ -	$ 777.00	$ 3,108.00	$ 800.00	$ 3,200.00	$ 595.00	$ 2,380.00	$ 1,200.00	$ 4,800.00	$ 160.00	$ 640.00	$ 850.00	$ 3,400.00	$ 1,520.47	$ 6,081.88
34	4.00	EA	8" Elbows (90°,45°,22.5°,11.25°)	$ -	$ -	$ 380.00	$ 1,520.00	$ 400.00	$ 1,600.00	$ 395.00	$ 1,580.00	$ 500.00	$ 2,000.00	$ 200.00	$ 800.00	$ 250.00	$ 1,000.00	$ 325.98	$ 1,303.98
35	2.00	EA	12" M.J. Elbows (90°,45°,22.5°,11.25°)	$ -	$ -	$ 800.00	$ 1,600.00	$ 600.00	$ 1,200.00	$ 850.00	$ 1,700.00	$ 600.00	$ 1,200.00	$ 350.00	$ 700.00	$ 350.00	$ 700.00	$ 708.00	$ 1,416.00
36	671.00	LF	Trench Excavation Protection	$ -	$ -	$ 3.00	$ 2,013.00	$ 1.00	$ 671.00	$ 2.00	$ 1,342.00	$ 3.00	$ 2,013.00	$ 0.75	$ 503.25	$ 5.00	$ 3,355.00	$ 1.50	$ 1,006.50
37	3,243.00	LF	Temp Sediment Control Fence	$ -	$ -	$ 3.25	$ 10,539.75	$ 1.50	$ 4,864.50	$ 4.00	$ 12,972.00	$ 1.00	$ 3,243.00	$ 3.50	$ 11,350.50	$ 2.75	$ 8,918.25	$ 1.75	$ 5,675.00
38	84.00	SY	Construction Exits (Install)	$ -	$ -	$ 30.00	$ 2,520.00	$ 20.00	$ 1,680.00	$ 6.00	$ 504.00	$ 17.85	$ 1,499.40	$ 10.00	$ 840.00	$ 12.50	$ 1,050.00	$ 12.00	$ 1,008.00
39	84.00	SY	Construction Exits (Remove)	$ -	$ -	$ 6.00	$ 504.00	$ 10.00	$ 840.00	$ 6.00	$ 504.00	$ 17.85	$ 1,499.40	$ 6.00	$ 504.00	$ 6.00	$ 504.00	$ 2.00	$ 168.00
40	1.00	EA	Inlet (Ty A)	$ -	$ -	$ 1,685.00	$ 1,685.00	$ 2,300.00	$ 2,300.00	$ 2,850.00	$ 2,850.00	$ 3,000.00	$ 3,000.00	$ 1,950.00	$ 1,950.00	$ 1,800.00	$ 1,800.00	$ 1,741.58	$ 1,741.58
41	1.00	EA	Concrete Pipe Apron	$ -	$ -	$ 98.00	$ 98.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 450.00	$ 450.00	$ 180.00	$ 180.00
			TOTAL BASE BID AMOUNT:		$ 699,500.00		$ 838,864.85		$ 708,102.50		$ 630,605.71		$ 486,660.30		$ 573,769.30		$ 863,480.85		$ 758,992.50
42	27,300.00	SY	Site Excavation, Fill & Grading (County Supplies Fill	$ -	$ -	$ 2.69	$ 73,437.00	$ 2.50	$ 68,250.00	-	-	$ 27,300.00	$ 0.40	$ 10,920.00	$ 1.25	$ 34,125.00	$ 2.75	$ 75,075.00	$ 2.25	$ 61,425.00
			TOTAL BID AMOUNT:		$ 699,500.00		$ 685,165.85		$ 585,252.50		$ 537,512.71		$ 470,280.30		$ 587,419.30		$ 638,255.85		$ 602,017.50

R. Gutierrez Engineering Corporation

BID EVALUATION

Description:	ENG08.024L
Project:	PRECINCT No.2 OFFICE COMPLEX
By:	RG
Date:	8-Sep-09

If Five Star Clarke Construction, L.L.C. is awarded contract

BASE BID: $486,660.30 (CONTRACTOR SUPPLIES 27,300 CY OF FILL)

ALTERNATE BID: $470,280.30 (HIDALGO COUNTY SUPPLIES 27,300 CY OF FILL)

COST TO HIDALGO COUNTY TO SUPPLY 27,300 CY OF FILL: (16 CY TRUCKS @ $65.00 PER TRUCK)

27,300 CY / 16 CY / TRUCK = 1,706.25 TRUCKS @ $65.00 / TRUCK = $110,906.25

ALTERNATE BID + COST OF PROVIDING FILL =
$470,280.30 + $110,906.25 = $581,186.55

THEREFORE, COST OF (ALTERNATE BID + COST OF PROVIDING FILL) > COST OF BASE BID

If Five Star Clarke Construction, L.L.C. is granted their request to be released of the bid

BASE BID: $573,769.30 (CONTRACTOR SUPPLIES 27,300 CY OF FILL)

ALTERNATE BID: $537,512.71 (HIDALGO COUNTY SUPPLIES 27,300 CY OF FILL)

COST TO HIDALGO COUNTY TO SUPPLY 27,300 CY OF FILL: (16 CY TRUCKS @ $65.00 PER TRUCK)

27,300 CY / 16 CY / TRUCK = 1,706.25 TRUCKS @ $65.00 / TRUCK = $110,906.25

ALTERNATE BID + COST OF PROVIDING FILL =
$537,512.30 + $110,906.25 = $648,418.55

THEREFORE, COST OF (ALTERNATE BID + COST OF PROVIDING FILL) > COST OF BASE BID

PURCHASING DEPARTMENT
County Of Hidalgo

September 24, 2009

Five Star Clarke Construction, L.L.C.
c/o Alejo Clarke, Jr
49 Wood Road
Rio Grande City, Texas 78582

Re: **RFB No. 2009-037b-09-02-otm**
"Civil-Site Work for Hidalgo County Precinct No. 2 Office Complex Subdivision"

Dear Mr. Clarke:

Pursuant to Texas Local Government Code, Chapter 262, Section .027(c):
"A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before commissioners court and present evidence concerning the lower bidder's responsibility."

In addition, Hidalgo County cannot consider bids that do not meet all specifications and/or requirements set for in the bid packet approved by Commissioners' Court for this project referenced.

Therefore, pursuant to the Texas Local Government Code 262.027 (c), you have the opportunity to attend Hidalgo County Commissioners Court, located at 100 E. Cano, first floor, courtyard area in Edinburg, Texas and scheduled for **1:30 p.m. on Tuesday, September 29, 2009** , to voice opinions or comments you may have regarding this bid and/or award.

Should you have any questions or require additional information, please do not hesitate to call me at 318-2626.

Sincerely,

Olga T. Montero, Buyer II
Hidalgo County Purchasing Department

VIA: E-mail and Certified Mail

AI-17845 **25.B.1.**

L & G Engineering Laboratory-Work Authorization #1

CC REGULAR

Date:	10/06/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 1 for "Mile 2W-Mile 9N to Mile 10N" in an amount of $4,546.50 with L & G Engineering Laboratory, LLC to provide Construction Materials Testing Services in Hidalgo County Precinct #1 in connection with C-09-328-08-11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-339

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

BUDGETARY IMPACT:

Funding for this WA is pending line item transfer for $5,000.00, refer to AI #17823 CC 10-6-09, consent agenda

Attachments

Link: Work Authorization #1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	10/02/2009 04:33 PM	APRV
2	Ivan Cantu	Ivan Cantu	10/02/2009 04:48 PM	APRV
3	Budget & Management	Erika Zamora	10/02/2009 04:51 PM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Vangie Garcia Started On: 10/02/2009 03:59 PM

Final Approval Date: 10/02/2009

Evangelina Garcia

From: Robert Elizondo [robert.elizondo@co.hidalgo.tx.us]
Sent: Thursday, October 01, 2009 1:05 PM
To: evangelina.garcia@co.hidalgo.tx.us
Attachments: wa # 1 new contrat.pdf

Can you please put this on the next CC

HIDALGO COUNTY

Professional Engineering Services
Contract # C-09-328-08-11
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 ENGINEERING LABORATORY, LLC** professional engineers of 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 Mile 2 West – Mile 9 North to Mile 10 North Project in Hidalgo County Precint 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 **$4,546.50**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 9-1201-431-00-121-005-0339
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

Juan D. Salinas III, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Mile 2 West - Mile 9 North to Mile 10 North Construction Project.**
In Hidalgo County Precinct No. One (1)

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Mile 2 West - Mile 9 North to Mile 10 North Construction Project.**

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Mile 2 West, Mile 9 to Mile 10 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 **Mile 2 West, Mile 9 to Mile 10 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: Mile 2 West – **Mile 9 North to Mile 10 North Construction Project in Hidalgo County Precinct No. One (1)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-09-328-08-11.**

ATTACHMENT "D"
Cost Proposal

PROJECT: **Mile 2 West – Mile 9 North to Mile 10 North Construction Project in Hidalgo County Precinct No. One (1).**

See Attached

Attachment "D"
Mile 2 West - Mile 9 North to Mile 10 North (5280 LF.)
Prepared For Hidalgo County Pct. No. 1

Subgrade Testing - Laboratory				
Tech Time	3	Hrs.	$43.10	$129.30
Trip Charge	20	Mi.	$0.47	$9.40
Atterberg	2	Ea.	$71.80	$143.60
Moisture-Density Determ	2	Ea.	$185.50	$371.00
Reports	2	Ea.	$21.25	$42.50
Eng. Spec.	1	Hrs.	$107.70	$107.70
Engineer	1	Hrs.	$143.70	$143.70
			Sub.	**$947.20**
Subgrade Field Density Testing				
Tech Time	6	Hrs.	$43.10	$258.60
Trip Charge	60	Mi	$0.47	$28.20
Comp. Test	10	Ea.	$21.55	$215.50
Reports	3	Ea.	$21.25	$63.75
Eng. Spec.	0.75	Hrs.	$107.70	$80.78
Engineer	0.75	Hrs.	$143.70	$107.78
			Sub.	**$754.60**
Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	$43.10	$129.30
Trip Charge	20	Mi.	$0.47	$9.40
Sieve Analysis	1	Ea.	$53.85	$53.85
Texas Wet Ball Mill	1	Ea.	$209.55	$209.55
Atterberg	1	Ea.	$71.80	$71.80
Moisture-Density Determ	1	Ea.	$185.50	$185.50
Reports	1	Ea.	$21.25	$21.25
Eng. Spec.	1	Hrs.	$107.70	$107.70
Engineer	1	Hrs.	$143.70	$143.70
			Sub.	**$932.05**
Base Material Field Density Testing				
Tech Time	6	Hrs.	$43.10	$258.60
Trip Charge	60	Mi	$0.47	$28.20
Comp. Test	10	Ea.	$21.55	$215.50
Reports	3	Ea.	$21.25	$63.75
Eng. Spec.	0.75	Hrs.	$107.70	$80.78
Engineer	0.75	Hrs.	$143.70	$107.78
			Sub.	**$754.60**

Asphalt Testing-Field and Laboratory				
Tech Time	6	Hrs.	$55.05	$330.30
Trip Charge	60	MI	$0.47	$28.20
Rolling Patterns	2	Ea.	$35.95	$71.90
Laboratory Molded (ga)	1	Pr.	$65.80	$65.80
%AC-Grad	1	Ea.	$209.50	$209.50
Reports	1	Ea.	$21.25	$21.25
Asphalt Thickness	3	Ea.	$59.90	$179.70
Eng. Spec.	1	Hrs.	$107.70	$107.70
Engineer	1	Hrs.	$143.70	$143.70
			Sub.	$1,158.05

Estimated Project Total $4,546.50

AI-17796 **25.C.1.**

Payment Request for R. Gutierrez Engineering Corporation Invoices
CC REGULAR

Date:	10/06/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval for payment on invoice(s) submitted by contracted engineer, R. Gutierrez Engineering Corporation under contract #C-08-381-09-16:
a. Invoice #2747 09/25/2009 Cesar Chavez Drainage Project for #20,500.00
b. Invoice #2749 09/25/2009 LJ Drainage Project for $1,900.00,
subject to Auditors' review and processing procedures completed and authority for County Treasurer to issue payment/check.

BACKGROUND

PO #620344 Cesar Chavez Drainage Project
PO #620378 LJ Drainage Project

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-039-0-XXX
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available on PO #620344
obj.-711-$9,000.00+$70,000.00transfer(AI-17793) = $79,000.00
obj.-733-$700.00
& PO Increase to Purchasing Dept.

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-038-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available on PO #620378:
obj.711-$2,900.00
obj.733-$7,400.00

Attachments

Link: Inv. #2747 Cesar Chavez Drainage Project

Link: Inv. #2749 L J Drainage Project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2009 12:49 PM	APRV
2	Budget & Management	Erika Zamora	10/01/2009 01:36 PM	APRV
3	Roland Garcia	Rolando Garcia	10/02/2009 08:37 AM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 09/30/2009 04:39 PM

Final Approval Date: 10/02/2009

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2747
Friday, September 25, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024k Cesar Chavez Drainage Project
Topographic & Parcel Surveys

Project Manager: Luis Nava
Professional Services for the Period: 07/10/2009 to 09/25/2009

Billing Group: 01 *Phased Fixed Fee*

Topographic & Boundary Survey

Contract #: *C-08-381-09-16(WA#11)(PO#620344)*

Billing Fee: $87,500.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Topographic Survey	3,500.00	100.00	3,500.00	2,800.00	700.00
Boundary Survey (Est. 5 Parcels)	9,000.00	100.00	9,000.00	9,000.00	0.00
Right-of-Way Map (1.0 Miles)	3,000.00	0.00	0.00	0.00	0.00
Existing Easement/ROW Parcels Est. 40 Parcels)	72,000.00	27.50	19,800.00	0.00	19,800.00
			Total Phases:		***$20,500.00***

INVOICE RECEIVED BY:
Esmeralda Molina ON 9-28-09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 9-28-09

Phase Billing Totals: ***$20,500.00***

Billing Group Subtotal: 20,500.00

Project Totals:

*** ***Total Project Invoice Amount:*** ***$20,500.00***

Ramiro Gutierrez
President

620344
9-1339-431-00-122-039-0-711 $19,800.00
9-1339-431-00-122-039-0-733 $ 700.00
Req. #152225

R. Gutierrez Engineering Corporation

September 28, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Cesar Chavez Drainage Topographic & Parcel Surveys – Invoice ENG08.024k

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed a total of 16 parcels and have submitted them to Lupe Rodriguez with the Right-of-Way Department. We are also about 100% complete with the Topographic Survey phase of this project.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Cesar Chavez Drainage Topo & Parcel Surveys
PROJECT NO.: ENG08.024k
DATE: September 28, 2009

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	09/25/2009	Invoice No. 2747
1	09/28/2009	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
SEP 28 2009

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2749
Friday, September 25, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024j LJ Drainage Project
Topographic & Parcel Surveys

Project Manager: Luis Nava
Professional Services for the Period: 08/01/2009 to 09/25/2009

Billing Group: 01 *Phased Fixed Fee*

Topographic & Boundary Survey

Contract #: *C-08-381-09-16(WA#10)(PO#620378)*

Billing Fee: $112,900.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Topographic Survey	9,500.00	100.00	9,500.00	7,600.00	1,900.00
Boundary Survey (Est. 46 Parcels)	82,800.00	100.00	82,800.00	82,800.00	0.00
Right-of-Way Map (2.5 Miles)	7,500.00	0.00	0.00	0.00	0.00
Digital Terrain Model & Cross Sections	9,500.00	100.00	9,500.00	9,500.00	0.00
Digital Terrain Model & Cross Sections (1Tracct)	1,800.00	0.00	0.00	0.00	0.00
Boundary Survey (1 Tract)	1,800.00	0.00	0.00	0.00	0.00
		Total Phases:			***$1,900.00***

ICE RECEIVED BY:
Esmeralda Molina ON 9-25-09
OODS/SERVICES RECEIVED BY:
Hector Palacios ON 9-25-09

Phase Billing Totals: ***$1,900.00***

Billing Group Subtotal: 1,900.00

Project Totals:

*** ***Total Project Invoice Amount:*** ***$1,900.00***

620378
9-1339-431-00-122-038-0-711
Req. #082579

Ramiro Gutierrez
President

R. Gutierrez Engineering Corporation

September 25, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: LJ Drainage Topographic & Parcel Surveys – Invoice
ENG08.024j

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We are 100% complete with the Topographic Survey Phase of the project. The Topographic Survey has been submitted to Mr. Raul Sesin of the Hidalgo County Planning Department.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: LJ Drainage Topo & Parcel Surveys
PROJECT NO.: ENG08.024j
DATE: September 25, 2009

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	09/25/2009	Invoice No. 2749
1	09/25/2009	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
SEP 25 2009

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

AI-17807 **25.D.1.**

Requesting approval to execute contract with Leonel Garza Jr. & Associates LLC for Pct 3

CC REGULAR

Date:	10/06/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 3

Information

CAPTION

Presentation of the final negotiated "on call" professional appraisal services agreement on an as needed basis with Leonel Garza Jr. & Associates LLC for, "Various Projects" for Precinct No. 3 as approved for negotiations on CC 08/04/09;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Services are on an As Needed Basis and funds will be determined as Work Authorizations are issued.

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-049-0-890

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

BUDGETARY IMPACT:

Services are on an As Needed Basis and funds will be determined as Work Authorizations are issued.

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2009 01:06 PM	APRV
2	Budget & Management	Erika Zamora	10/01/2009 01:39 PM	APRV
3	Perla Lopez	Perla Lopez	10/02/2009 04:13 PM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Rocio Villarreal Started On: 09/30/2009 05:19 PM

Final Approval Date: 10/02/2009

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

PROFESSIONAL SERVICES AGREEMENT
C-09-343-10-06

THIS AGREEMENT is made effective the 6th day of October**, 2009**, by and between the **COUNTY OF HIDALGO, TEXAS**, ("County") and **LEONEL GARZA, JR. & ASSOCIATES, L.L.C.** ("Appraiser")

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for the **"The Fair Market Value Appraisals in connection to the Acquisition of Land and Disposition of County owned Property" (on an as needed basis)** located within **HIDALGO COUNTY PRECINCT NO. 3**; and

WHEREAS, the County has determined that the services of Professional Appraiser are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Article 2254.002, (the "Texas Professional Services Procurement Act"), the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, County has selected the Appraiser to provide appraisal services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. Scope of Services. The Appraiser will provide to County the services described in Exhibit "A" as, attached hereto and entitled "Services to be performed by County."

2. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County with each "Work Authorization".

3. **Method of Payment.** Payments to the Appraiser 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 Paragraph 4 herein. For each Work Authorization, the Appraiser shall prepare and submit to the County 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 Appraiser 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 Appraiser shall submit to the County 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 County shall review each such Request for Payment and may make such exceptions as the County reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the County meets approving such payment, the County shall make payment to the Appraiser in the amount approved as aforesaid subject to Paragraph 4 herein and below.

If the Project, or any portion(s) thereof, are deleted or otherwise not completed, compensation to the Appraiser by the County for the Project or such portions of the project shall be only the amounts paid the Appraiser for actual work performed in accordance with the Work Authorization(s) approved by the County.

Final Payment. After final completion of the work and acceptance thereof by the County the Appraiser shall submit a final request for payment ("Final Request for Payment") which shall set forth all amounts due and remaining unpaid to the Appraiser and upon approval thereof by the County, the County shall pay to the Appraiser the amount due ("Final Payment") under such Final Request for Payment in accordance with the provisions of Paragraph 4 hereof. The Final Payment shall not be made until the Appraiser delivers to the County an affidavit that so far as the Appraiser has knowledge or information any and all amounts due for materials and services over which the Appraiser has control have been paid.

Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the

County shall not be obligated to make any payment (whether a payment under Paragraph 4 hereof or Final Payment) to the Appraiser hereunder if any one or more of the following conditions precedent exist:

(1) The Appraiser is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any Agreement documents related to this Agreement;

(2) Any part of such payment is attributable to the Appraiser'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 Appraiser's services which were performed in accordance with this Agreement.

(3) The Appraiser has failed to make payments promptly to consultants or other third parties used in connection with the Project for which the County has made payment to the Appraiser;

(4) If the County, in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Appraiser's services in accordance with this Agreement, no additional payments will be due the Appraiser hereunder unless and until the Appraiser, at its sole cost, performs a sufficient portion of the Appraiser's services so that such portion of the compensation then remaining unpaid is determined by the County to be sufficient to so complete the Appraiser's services.

No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Appraiser's services to which such partial payment related or relieves the Appraiser of any of its obligations hereunder with respect thereto.

The Appraiser shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Appraiser's services.

Waiver. The making of the Final Payment shall constitute a waiver of all claims by the County except those arising from (1) faulty or defective services of the Appraiser appearing after completion of the Project. (2) failure of the Appraiser 's services to comply with the requirements of this Agreement or any Agreements or Agreements related to the Project, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Appraiser except those previously made in writing and identified by the Appraiser as unsettled at the time of the Final Request for Payment.

4. Work Authorization. After execution of this Agreement, the Appraiser shall proceed with the work outlined under Article 2 hereof, only as authorized by the County through an agreed Work Authorization document in the form identified in EXHIBIT "D"- *Work Authorization Form*, attached hereto and made a part of this Agreement. The

Appraiser will identify, as approved by the County, the needed services for the Project, as required through the course of the development to the Project. The County shall authorize the Appraiser to perform one or more of the agreed tasks identified in EXHIBIT "A", attached hereto, in the form of individual work authorizations. Upon authorization from the County, the Appraiser 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 County and the Appraiser. 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 "B", attached hereto. The Work Authorizations shall not waive the County's and the Appraiser's responsibilities and obligations established in this Agreement.

The estimated cost proposal for each Work Authorization, developed by the Appraiser and approved by the County shall be used by the County 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 Appraiser shall submit the Project's deliverables as specified in the executed Work Authorization to the County for review and acceptance.

Work included in a Work Authorization shall not begin until the County and the Appraiser 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 Appraiser and the County. The Appraiser shall promptly notify the County of any event that will affect completion of the Work Authorization. All Work Authorizations must be executed and completed by both the Appraiser and the County within the period established for this Agreement.

The final acceptance by the County of each Work Authorization for the Project shall serve as evidence of completion, on the part of the Appraiser of all services under this Agreement insofar as they pertain to that portion of work on the Project identified in the applicable work authorization.

5. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show

the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

6. **Inspection of Work**. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. **Amendments**. If it becomes necessary at any time during the Agreement period to change the scope of work, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment must be prepared and executed within the Agreement period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the Agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the Work Authorization or the Agreement. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit AB,@ ABasis for Payment.@ If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. **Reporting**. The Appraiser shall promptly advise the County in writing of events which have a significant

impact upon the Agreement, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this Agreement.

10. **Independent Contractor.** Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Agreement. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the Appraiser.

12. **Insurance.** Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit AC@, issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser may not assign the obligations or rights under this agreement to any person without the prior written consent of the County.

14. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If, Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Appraiser fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Appraiser.

16. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Appraiser, and not otherwise.

18. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser=s intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival

and enforcement becomes necessary.

20. Attorney=s Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney=s fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. 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 County:
County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Appraiser:
Leonel Garza, Jr. & Associates, LLC
Attn: Leonel Garza, III, Co-Owner/Primary R.E.A.
1419 Dove, Suite 1
McAllen, Texas 78504

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.

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement including the Work Authorization Form attached hereto as Exhibit AD@.

23. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

24. Gender. 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

25. Authority. The execution and performance of this Agreement by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON October 6, **2009.**

COUNTY OF HIDALGO, TEXAS

By:_____
Juan D. Salinas, III, County Judge

APPRAISER:

By:_____

Printed Name: Leonel Garza, III

Title: Co-Owner/Primary R.E.A.

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

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

By:_____
Stephen L. Crain, Attorney

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@aol.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Proposal For Appraisal Services

To:	Hidalgo County Purchasing Department C/o: Leticia Saenz	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 292-7000 ext 4861	**Date Submitted:**	September 21, 2009
Re:	**Appraisal Proposal – Precinct No. 3**	**CC:**	

Mrs. Saenz:

As per e-mail from Leticia H. Saenz on September 17, 2009, our office is pleased to present our bid proposal for appraising various projects (on an as needed basis) within the Hidalgo County Precinct # 3. The appraisal reports shall be based on the Texas Department of Transportation & County of Hidalgo requirements as follows:

Appraisal Report Cost	**= $ 2,000.00 Per Parcel** Included Per Parcel: (4) Original Appraisal Reports
Additional Original Reports	**$ 150.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the Hidalgo County Precinct # 3 Department and or other County agencies involved in the project.
Updated/Revised Reports	**$ 1,000.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.
Condemnation Hearing Cost	**Hourly Rate = $ 150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)*** (Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

September 21, 2009

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties and to be used for either the purchase or selling of specific properties deemed by the Hidalgo Precinct No. 3. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. This deadline will be established by the Hidalgo County Right of Way Department as outlined in the bid request. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Right of Way Department prior to acceptance of the request.

Due to the urgency of the project, the following items shall be required to expedite the project as soon as possible:

1. Physical Address of the Subject Property or Directions
2. Legal Description and Metes & Bounds
3. Site Plan or Survey (If Available)
4. Name of Current Owner or Entity Property Is Listed Under
5. Contact Person (To Make Inspection Arrangements)
6. Rent Rolls (If Applicable)
7. Sales Contracts (If Applicable)

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@aol.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.

Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/06/09

PRODUCER
Willis of Texas, Inc.
(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
Leonel Garza Jr & Associates LLC
1419 Dove Suite #1
McAllen, TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Penn America Insurance Co	32859
INSURER B: HCC Specialty Insurance Company	
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	PAC6791489	09/17/08	09/17/09	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
B		OTHER Professional	S70710200	04/10/09	04/10/10	$1,000,000 Ea. Claim $7,500 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
2812 S. Bus 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 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

© ACORD CORPORATION 1988

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.

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- Tony Contreras Ins. Agncoy
- 4006 n 22nd St
- Mcallen, TX 78504
- 956-686-6621

Issue Date (MM/DD/YY) 09/02/09

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 shown below.

St. 19 Dist. 42 Agent 327

Insured Name & Address
- Leonel Garza Jr
- 1419 Dove Ave Ste 1
- Mcallen, TX 78504

Companies Providing Coverage:

Company Letter A: Truck Insurance Exchange
Company Letter B: Farmers Insurance Exchange
Company Letter C: Mid-Century Insurance Company
Company Letter 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)	Policy Limits	
		General Liability				General Aggregate	$
		Commercial General Liability				Products-Comp/OPS Aggregate	$
		- Occurrence Version				Personal & Advertising Injury	$
		Contractual - Incidental Only				Each Occurrence	$
		Owners & Contractors Prot.				Fire Damage (Any one fire)	$
						Medical Expense (Any one person)	$
A		Automobile Liability				Combined Single Limit	$ 500,000
		All Owned Commercial Autos				Bodily Injury (Per person)	$
	X	Scheduled Autos	075875472	02/16/09	02/16/10	Bodily Injury (Per accident)	$
		Hired Autos				Property Damage	$ 500,000
		Non-Owned Autos				Garage Aggregate	$
		Garage Liability					
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory	
						Each Accident	$
						Disease - Each Employee	$
						Disease - Policy Limit	$

Description of Operations/Vehicles/Restrictions/Special Items:

Vechiole(a) 2005 GMC SIERRA C15 1GTEC14X15Z191568

Certificate Holder

Name & Address
- Hidalgo County
- Purchasing Department

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.

Tony Contreras
Authorized Representative

56-2492 4-94

Copy Distribution: Service Center Copy and Agent's Copy

H01

AI-17806 **25.D.2.**

Cook-Joyce-Amendment to Clarify Term

CC REGULAR

Date:	10/06/2009
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 an Amendment to the current agreement between Hidalgo County and Cook-Joyce for the provision of engineering services in connection with Precinct #3's Penitas Landfill to reflect and clarify the correct term of said agreement.

BACKGROUND

P.O. #604209

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-123-001-0-334

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

BUDGETARY IMPACT:

There will be no budgetary impact to currect funds inasmuch as amendment merely clarifies the completion date of tasks.

Attachments

Link: Contracts

Link: Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/02/2009 03:22 PM	APRV
2	Budget & Management	Erika Zamora	10/02/2009 03:23 PM	APRV
3	Perla Lopez	Perla Lopez	10/02/2009 03:49 PM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Rocio Villarreal Started On: 09/30/2009 05:16 PM

Final Approval Date: 10/02/2009

PROFESSIONAL SERVICES AGREEMENT No. 05026.05

This Agreement is by and between Hidalgo County **(Client)** and Cook-Joyce, Inc. **(The Engineer)** who agree as follows: Client hereby engages The Engineer to perform the services described in Part I ("Services") and The Engineer agrees to perform the Services for the compensation set forth in Part III. The Engineer shall be authorized to commence the Services upon execution of this Agreement. Client and The Engineer agree that this agreement and attachments referred to herein, constitute the entire agreement between them relating to the Project ("Agreement").

Project: Precinct 3-Peñitas Landfill Engineering Services

Location: Hidalgo County Precinct 3 – Peñitas Landfill

Job No.: 05026.05

Start Date: Work conducted under this contract will begin on May 1, 2008.

I. COOK-JOYCE, INC.'s RESPONSIBILITIES: The Engineer shall perform or furnish the services described under this Agreement which are more particularly described in the May 5, 2008 proposal letter contained in Exhibit "A".

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services.

1. INFORMATION/REPORTS: Furnish The Engineer with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, The Engineer may rely upon Client-furnished information without independent verification in performing the Services.

2. REPRESENTATIVE: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services.

3. DECISIONS: Provide all criteria and full information as to Client requirements for the Project, obtain (with The Engineer's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and generally participate in the Project to the extent necessary to allow The Engineer to perform the Services.

III. COMPENSATION, BILLING, AND PAYMENT: Client shall pay The Engineer for Services in accordance with the following Billing Schedule.

1. SERVICES: X — Hourly Rates and Expenses not to Exceed a Maximum Fee of $76,700, including all expenses, reimbursable expenses and all other fees arising under this Agreement
(Engineer's Hourly Billing Rate Schedule is attached as Exhibit "B")

2. REIMBURSABLE EXPENSES: As referenced above in Section III.1.

3. PAYMENTS: Billings for services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. The Engineer reserves the right to suspend work should invoices not be paid within the stated terms.

IV. STANDARD TERMS AND CONDITIONS:

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice

ordinarily exercised under similar circumstances by engineers experienced in the scope of work herein classified within the State of Texas.

2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual, regulatory or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, The Engineer specifically disclaims any authority or responsibility for general job site safety and safety of persons other than The Engineer's employees.

4. **DELAYS.** If events beyond the control of Client or The Engineer, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, The Engineer shall be entitled to an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay The Engineer for all Services at the rates as described in III.1 above rendered prior to termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by The Engineer is supplied for the general guidance of the Client only. Since The Engineer has no control over competitive bidding or market conditions, The Engineer cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

7. **RELATIONSHIP WITH CONTRACTORS.** The Engineer shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but The Engineer specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences, or procedures of construction selected by Client's contractors.

8. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Engineer and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize The Engineer to execute such documents as Client's agent. Client waives any claim against The Engineer and agrees to defend, indemnify, and save The Engineer harmless from any claim or liability for injury or loss arising from The Engineer's discovery of unanticipated hazardous materials or suspected hazardous materials.

9. **ACCESS.** Client shall provide The Engineer access to any premises necessary for The Engineer to provide the Services.

10. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by The Engineer

for the specific purpose intended, shall be at the Client's risk.

11. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

12. INSURANCE. The Engineer and its subcontractors will maintain insurance coverage for Professional Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts as specified in Exhibit "C", "Insurance Requirements". Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include the Engineer as an additional insured on its policies relating to the Project. The Engineer's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

13. DISPUTE RESOLUTION. In the event any actions are brought, this agreement shall be governed by the laws of the State of Texas and shall be performed in Hidalgo County. Engineer submits to the Jurisdiction of State Courts sitting in Hidalgo County for resolution of any and all claims arising out of or connected with this agreement.

14. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

15. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

16. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

17. 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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to The Engineer. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1995)

APPROVED FOR HIDALGO COUNTY

By: _____
County Judge J.D. Salinas

Attest: _____
County Clerk

Date: _____

APPROVED FOR COOK-JOYCE, INC.

By: _____
Stephen L. Cook, P.E.
President

Date: 5/5/08

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____

HIDALGO CO\FINAL\5026.05\
C080505_CONTRACT.DOC

COOK-JOYCE INC.
ENGINEERING AND CONSULTING
812 WEST ELEVENTH
AUSTIN, TEXAS 78701-2000
(512) 474-9097 FAX (512) 474-8463

EXHIBIT "A"

5 May 2008

Commissioner Joe Flores
Hidalgo County Precinct 3
P.O. Box 607
Mission, Texas 78573

Re: Precinct 3 - Peñitas Landfill
Landfill Engineering Services Contract

Dear Commissioner Flores:

I am pleased to provide you with this proposal to continue providing engineering services that support the operation and development of the Hidalgo County Precinct 3 - Peñitas landfill. In particular, Texas Commission on Environmental Quality (TCEQ) regulations require that the landfill continue gas monitoring, disposal cell development and final cover activities under engineering guidance. These services will be performed economically under terms of the standard County contract developed for the landfill. A budget amount of $76,700 is proposed to provide the engineering services and construction quality assurance described below. Work under this contract will begin May 1, 2008.

SCOPE OF WORK

Task 1 – Permit Compliance and Monitoring

Engineering guidance will be provided as requested to support landfill operations in compliance with the permit. Assistance may be provided for annual TCEQ reports, TCEQ inspection preparation, tire bale and brush handling operations, final cover design and coordination, and permit modifications insuring that landfill operations match Site Plans. Quarterly methane gas monitoring will also be conducted as required by TCEQ.

The County may desire to modify the landfill permit by increasing the height of portions of the landfill, thereby extending the landfill life and more efficiently staging closure construction tasks. A basic permit modification or amendment application to TCEQ may be initiated under this Task. Additionally, if closure work will involve contractor bids, the bid plans and specification can be developed under this task.

EXHIBIT "A"

A summary of work will be provided at the completion of the contract term.

Work will be conducted as requested by Precinct 3 managers up to the $40,200 budgeted for this Task. If the work effort required by this task exceeds this budget, available budgeted funds may be drawn from other tasks or a budget amendment may be required.

Task 2 –Construction Quality Assurance for Landfill Final Cover

During late 2001, Precinct 3 forces began installing compacted clay cover over landfill Cells F and G. In the upcoming months, additional clay cover and seeding may be installed to complete final cover for other portions of the landfill. The potential for this work has been coordinated with other County earthwork projects that may have soil available for the landfill cover project. As required by TCEQ, a Final Cover Evaluation Report will be produced for this work, sealed by an engineer and submitted to the TCEQ Municipal Waste Permits Division. This report will document the project location, construction methods, observations, and soil test results.

Full time observation of the work will be provided when the remaining construction activity is underway (as set forth in the Final Cover Quality Control Plan). Observation during as many as 18 days over 8 work periods is included for this task.

The budget for this work task is $28,500.

Task 3 – Soil Testing During Closure Construction

Soil testing will be provided during the construction project as required by TCEQ. Tests include:

- field moisture and density tests (a maximum of 6 testing trips)
- permeability tests of shelby tube samples (a maximum of 4 tests)
- sieve analysis (passing the #200 sieve) and Atterberg Limits (a maximum of 4 tests)
- Standard Proctor and remolded permeability test (2 tests)

The budget for this work task is $8,000. Additional sampling requirements may require an amendment to the budget.

PROFESSIONAL SERVICES AGREEMENT AND SCHEDULE

This scope of work will be conducted as further described in Professional Services Agreement No. 05026.05. As in the past, surveying which may be needed during the work will be provided

EXHIBIT "A"

by a surveying company under separate contract to the County. The duration of this scope of work and budget is expected to extend through at least May 2009. Specific project tasks may vary and the contract budget may be reallocated as needed. Additionally, the budget may be amended to cover extra work upon written approval by both parties as set forth in the Agreement.

I appreciate the opportunity to propose this scope of work to assist you with the landfill operations. If any further information is needed, please give Brian Dudley, P.E. a call at 512/474-9097.

Sincerely,

Stephen L. Cook, P.E.
President

BD:nn

EXHIBIT "B"

RATE SCHEDULE
PROJECT 05026.05 – HIDALGO COUNTY
SERVICES RENDERED THROUGH 31 DECEMBER 2008

PERSONNEL

Services of CJI personnel will be billed at the following hourly rates:

Principal	$ 165.00
Associate/Senior Project Staff	125.00
Project Staff V	110.00
Project Staff IV	95.00
Project Staff III	80.00
Project Staff II	70.00
Project Staff I	60.00
Technician III	60.00
Technician II	50.00
Technician I	40.00
Administrative Support III	50.00
Administrative Support II	40.00
Administrative Support I	30.00

UNIT COST ITEMS

Mileage for project-related travel is charged at the prevailing IRS reimbursement rate. Domestic, long-distance telephone service is charged at $0.25 per minute. In-house printing and copying is charged at $0.10 per letter size image for non-color prints. Color printing is charged at $1.00 per letter size image. Use of certain CJI-owned field equipment is charged at hourly, daily, or monthly rates; a detailed quotation will be provided upon request.

REIMBURSABLE EXPENSES

Expenses which CJI directly incurs either in the performance of its services or in order to perform its services are charged to THE CLIENT at actual cost plus 15 percent. These include, but are not limited to, travel expenses, expendable supplies, rented or leased equipment, outside duplication service, subconsultants, and subcontractors.

PAYMENT

Invoices are submitted monthly for all services rendered during the previous month. Payment must be received at CJI's Austin office within thirty (30) days of the invoice date. Attorneys' fees or other costs incurred in collecting delinquent amounts shall be paid by the Client.

COOK-JOYCE INC.
ENGINEERING AND CONSULTING
812 WEST ELEVENTH
AUSTIN, TEXAS 78701-2000
(512) 474-9097 FAX (512) 474-8463

LETTER OF TRANSMITTAL

TO: Norma Ceballos
Hidalgo County Precinct 3

DATE: 5/5/08
PROJECT NO.: 05026.05

PROJECT: New Penitas Landfill Contract

ENCLOSED PLEASE FIND: Original 2008 Landfill Contract and a completion letter for the old contract that the Auditor's office may want.

REMARKS/INSTRUCTIONS: For the Judge's signature and distribution to County departments as necessary. Please send an executed copy back to me for our files.

If the enclosures received are not as listed, please notify us immediately.

Sincerely,

Brian Dudley

Copies to:

[Click here and type CLIENT\DIRTYPE\PROJNO.]
Document2

COOK-JOYCE INC.
ENGINEERING AND CONSULTING
812 WEST ELEVENTH
AUSTIN, TEXAS 78701-2000
(512) 474-9097 FAX (512) 474-8463

5 May 2008

Commissioner Joe Flores
Hidalgo County Precinct 3
P.O. Box 607
Mission, Texas 78573

Re: Precinct 3 - Peñitas Landfill
Completion of the 2007 Contract Term for Landfill Engineering Services

Dear Commissioner Flores:

The current 2007 Engineering Services Contract for the Peñitas landfill extended through April 30, 2008. Currently, a new Engineering Services contract is being negotiated and authorized by the Hidalgo County Commissioners Court.

The new scope of work will be described in Professional Services Agreement No. 05026.05 with a duration expected to extend through at least May 2009.

Work conducted at the Peñitas landfill under the expiring 2007 contract included:

- Quarterly methane monitoring,
- Preparation of the annual report,
- Liaison with TCEQ and County staff to complete the requirements and reporting contained within the Agreed Order and Supplemental Environmental Project set up to resolve alleged violations observed by TCEQ at a July 21, 2006 site inspection,
- Operations assistance regarding the working face operations, daily cover, erosion control, and access control,
- Adapting the January 29, 2008 survey information on landfill elevations into a 3-D CADD model to identify remaining capacity and final cover options, and
- Coordinating final cover soil needs with soil available at drainage projects near the landfill.

I appreciate the opportunity to assist you with the landfill operations. If any further information is needed, please give Brian Dudley, P.E. a call at 512/474-9097.

Sincerely,

Stephen L. Cook, P.E.
President

BD:nn

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS AND COOK-JOYCE, INC.

This AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT (No. 05026.05) dated May 5, 2008 BY AND BETWEEN **HIDALGO COUNTY, TEXAS** ("County") and **COOK-JOYCE, INC** (the "COMPANY") is entered into between the parties effective this _____ day of _____ 2009.

WHEREAS, Company and County entered into an Agreement dated May 5, 2008 in which the Company agreed to provide professional engineering services concerning the operation, development and closure of the Hidalgo County Precinct 3 Penitas landfill (the "Agreement")

WHEREAS, the Company desires to correct errors in Exhibit A to the Agreement provided by the Company.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendments to the Agreement.

1. Exhibit A to Agreement is deleted in its entirety and the attached Exhibit A is inserted in lieu thereof:

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

COOK-JOYCE, INC.

_____
Stephen L. Cook, P.E., President

HIDALGO COUNTY

_____
Juan de Dios (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

COOK-JOYCE INC.
ENGINEERING AND CONSULTING
812 WEST ELEVENTH
AUSTIN, TEXAS 78701-2000
(512) 474-9097 FAX (512) 474-8463

EXHIBIT "A"

October 2, 2009

Commissioner Joe Flores
Hidalgo County Precinct 3
P.O. Box 607
Mission, Texas 78573

Re: Precinct 3 - Peñitas Landfill
Landfill Engineering Services Contract No. 05026.05 (May 5, 2008) - Amended

Dear Commissioner Flores:

I am pleased to provide you with this contract amendment to continue providing engineering services that support the operation, development and closure of the Hidalgo County Precinct 3 - Peñitas landfill. In particular, Texas Commission on Environmental Quality (TCEQ) regulations require that the landfill continue gas monitoring, disposal cell development and final cover activities under engineering guidance. These services will be performed economically under terms of the standard County contract developed for the landfill (Contract No. 05026.05). The contract's original budget amount of $76,700 is proposed to provide the engineering services and construction quality assurance described below. The rate of waste received at the landfill is variable, and a specific projection of the remaining life of the landfill and associated completion date for engineering services cannot be made. Thus, work under this contract will begin May 1, 2008 and continue until work tasks have been accomplished.

SCOPE OF WORK

Task 1 – Permit Compliance and Monitoring

Engineering guidance will be provided as requested to support landfill operations in compliance with the permit. Assistance may be provided for annual TCEQ reports, TCEQ inspection preparation, tire bale and brush handling operations, final cover design and coordination, and permit modifications insuring that landfill operations match Site Plans. Quarterly methane gas monitoring will also be conducted as required by TCEQ.

The County may desire to modify the landfill permit by increasing the height of portions of the landfill, thereby extending the landfill life and more efficiently staging closure construction tasks. A basic permit modification or amendment application to TCEQ may be initiated under this

EXHIBIT "A"

Task. Additionally, if closure work will involve contractor bids, the bid plans and specification can be developed under this task.

A summary of work will be provided at the completion of the contract term.

Work will be conducted as requested by Precinct 3 managers up to the $40,200 budgeted for this Task. If the work effort required by this task exceeds this budget, available budgeted funds may be drawn from other tasks or a budget amendment may be required.

Task 2 –Construction Quality Assurance for Landfill Final Cover

During late 2001, Precinct 3 forces began installing compacted clay cover over landfill Cells F and G. In the upcoming months, additional clay cover and seeding may be installed to complete final cover for other portions of the landfill. The potential for this work has been coordinated with other County earthwork projects that may have soil available for the landfill cover project. As required by TCEQ, a Final Cover Evaluation Report will be produced for this work, sealed by an engineer and submitted to the TCEQ Municipal Waste Permits Division. This report will document the project location, construction methods, observations, and soil test results.

Full time observation of the work will be provided when the remaining construction activity is underway (as set forth in the Final Cover Quality Control Plan). Observation during as many as 18 days over 8 work periods is included for this task.

The budget for this work task is $28,500.

Task 3 – Soil Testing During Closure Construction

Soil testing will be provided during the construction project as required by TCEQ. Tests include:

$ field moisture and density tests (a maximum of 6 testing trips)

$ permeability tests of shelby tube samples (a maximum of 4 tests)

$ sieve analysis (passing the #200 sieve) and Atterberg Limits (a maximum of 4 tests)

$ Standard Proctor and remolded permeability test (2 tests)

The budget for this work task is $8,000. Additional sampling requirements may require an amendment to the budget.

EXHIBIT "A"

PROFESSIONAL SERVICES AGREEMENT AND SCHEDULE

This scope of work will be conducted as further described in Professional Services Agreement No. 05026.05. As in the past, surveying which may be needed during the work will be provided by a surveying company under separate contract to the County. The duration of this scope of work is expected to extend until work on all tasks has been accomplished. Specific project tasks may vary and the contract budget may be reallocated as needed. Additionally, the budget may be amended to cover extra work upon written approval by both parties as set forth in the Agreement.

I appreciate your consideration of this amendment to the duration of this contract. It is a pleasure to assist you with the landfill operations and development. If any further information is needed, please give Brian Dudley, P.E. a call at 512/474-9097.

Sincerely,

Stephen L. Cook, P.E.
President

BD:nn

AI-17805 **25.D.3.**

Approval-Work Authorization No. 5-Javier Hinojosa Engineering
CC REGULAR

Date:	10/06/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Acceptance and approval of Work Authorization No. 5 (with an estimated cost of $1,500.00) with Javier Hinojosa Engineering to provide engineering services for the "Colonia Trevino Subdivision" located on the south side of Mi. 6 North approximately 800 feet east of S.H. 107-Contract No. C-09-176-04-28.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-711

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

BUDGETARY IMPACT:

Available funds as of 10/01/09 is $225,992.14.

Attachments

Link: Work Authorization No. 5

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2009 01:00 PM	APRV
2	Budget & Management	Erika Zamora	10/01/2009 01:38 PM	APRV
3	Perla Lopez	Perla Lopez	10/01/2009 03:05 PM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Rocio Villarreal Started On: 09/30/2009 05:12 PM

Final Approval Date: 10/02/2009

HIDALGO COUNTY

Professional Engineering Services
Contract # C-09-176-04-28
Work Authorization Form

WORK AUTHORIZATION NO. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for staking of the proposed 30' right of way (two each) to be dedicated to Hidalgo County in the Colonia Trevino Subdivision located on the south side of Mile 6 North approximately 800 feet east of S.H. 107.**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$1,500.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **5** shall be funded through funding source:
Account No. 04-1203-431-00-123-0450111
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. #5.

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:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D Salinas III, County Judge
or Presiding Officer

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "D"
Hidalgo County Precinct No. 3
Colonia Treviño
Prepared By: Javier Hinojosa Engineering
September 21, 2009

A. Colonia Treviño

1. Establish road right of way for the proposed 30' right of way (two each) to be dedicated to Hidalgo County in the Colonia Treviño.

Total Engineering Fee : $1,500.00

AI-17785 **25.D.4.**

Approval of Structural Engineering Contract-Dannenbaum Engineering for Pct 3

CC REGULAR

Date:	10/06/2009
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 a professional services contract/agreement (developing plans, specifications, scope of work, etc.) for the provision of structural engineering services for, "County-owned Buildings/Structures needing Repairs and/or Renovations" located in Precinct No. 3 on an as needed basis with Dannenbaum Engineering Company, as authorized & approved for negotiations by CC on 08/18/09.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Obj. 334; Services are on an "As Needed Basis" to Pct. No.3. Funding will be determined as Work Authorizations are issued.

Attachments

Link: Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2009 12:44 PM	APRV
2	Budget & Management	Erika Zamora	10/01/2009 01:09 PM	APRV
3	Perla Lopez	Perla Lopez	10/02/2009 09:05 AM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Rocio Villarreal Started On: 09/30/2009 03:12 PM

Final Approval Date: 10/02/2009

DRAFT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-09-253-10-06

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and Dannenbaum Engineering Company-McAllen, LLC, Professional Engineers of **McAllen, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services related to **"Building Repairs and/or Renovations for the Hidalgo County Precinct No. 3 Area-On An As Needed Basis"** hereinafter referred to as the **"Project"**.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"**- *Services to Provided by the Engineer*, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement will terminate on October 6, 2010 (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this

Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure

and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as

specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor

rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and

the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work

to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** -

Supplemental Agreement Form, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs

incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered

additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise

shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement

and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the

Project are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must

change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from

error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars **($1,000,000)** combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars **($250,000)** each person for bodily injury, five hundred thousand dollars **($500,000)** each occurrence for bodily injury, and one hundred thousand dollars **($100,000)** each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance)** showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance.* The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as

tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**Hidalgo County** **Attn: County Judge** **100 E. Cano, 2nd Floor** **Edinburg, Texas 78539**	**ENGINEER:**	**Dannenbaum Engineering Company** **Attn: Louis H. Jones, Jr.** **1109 Nolana Loop, suite 208** **McAllen, Texas78504**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2009.

ENGINEER:
Dannenbaum Engineering Company-McAllen, LLC

BY: _____
Louis H. Jones, Jr., P.E.- President

OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court: October 6, 2009

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT A

SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

EXHIBIT "A"
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project** (as defined and more particularly identified in **EXHIBIT "B1"** attached to this Agreement).

I. GENERAL

The **Owner** will provide to the **Engineer** the following:

(1) Authorization to the **Engineer** to begin work in accordance with Article 7 of this Agreement.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(3) Assistance to the **Engineer,** as necessary, to obtain the required data and information from other local, Regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule prepared in accordance with **EXHIBIT "C"** attached to this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer.**

(7) Provide a copy of any studies, previously prepared by other parties contracted by the **Owner** and incorporated herein by reference as the ***"Building Repairs and/or Renovations for the Hidalgo County Precinct 3 Area"***, and any associated documentation that may be relevant to the **Engineer** in the evaluation and verification of any projects under the ***"Building Repairs and/or Renovations for the Hidalgo County Precinct 3 Area"***.

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

The **Owner** will provide to the **Engineer** the following ***as required***:

(1) Approve the **Work** Plan prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(2) Approve the **Project Schedule** prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(3) **Construction Estimate.** Provide the **Engineer** a copy of historical bid tabulations, if available, for similar projects and periodically review and approve the **Construction Estimate** as developed and prepared by the Engineer and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(4) Submit all required applications prepared by the **Engineer** as relevant for funding sources.

(5) **Capital Improvement Program (CIP).** If approved by **Owner** under ***Special Services***, as identified in Article 5.2, provide any relevant data regarding the **Owner**'s budget and budget process to assist the **Engineer** in the preparation of the **CIP** more particularly identified in **EXHIBIT "B"** attached to this Agreement; review and approve the **CIP** prepared by the **Engineer**.

(6) **Public Involvement *if required.*** Assist the **Engineer** in the preparation of the project mailing list; provide representation at all public meetings; provide representation at all public hearings; additionally:

Public Meetings

a. Approve agenda and exhibits prior to each public meeting.
b. Approve date and location of the public meeting.
c. Review/approve Public Meeting Report.

Public Hearings

d. Upon applicable agency approval of the schematic and environmental document, the **Owner** will authorize the **Engineer** to conduct and/or afford a public hearing if required.
e. Approve agenda and all exhibits prior to the public hearing.
f. Approve date and location of the public hearing.
g. Review/approve Public Hearing Report.

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

The **Owner** will provide to the **Engineer** the following ***as required***:

Preliminary Engineering

(1) Attend the **Preliminary Concept Conference** coordinated and conducted by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(2) Assist the Engineer as required in the coordination with any other coordinating agency or entity.

(3) Review and approve the ***"Preliminary Engineering Report"*** prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Final Design

(4) **Right-of-Way Data.** Upon approval of the schematic and environmental document, authorize the **Engineer** to begin work on the right-of-way (ROW) map; additionally:

a. Provide available existing ROW plans.
b. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
c. Review/approve the preliminary ROW map; authorize preparation of the field notes and parcel descriptions.

d. Review/approve ROW map, field notes and parcel descriptions.
e. Acquire ROW in accordance with federal and/or county guidelines and procedures.

(5) Review and approve plan, specifications, and estimate (PS&E) for the **Project** or portions of the **Project** as prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Construction

(6) Review and approve all services provided by the **Engineer** (and more particularly identified in attached to this Agreement) regarding advertising for each authorized construction contract for the Project, the opening and tabulation of bids, and the preparation of contract document for the award of construction contracts.

(7) Review and approve change orders as required and prepared by the **Engineer.**

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

EXHIBIT "B"

Services to be Provided by the Engineer

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CLASSIFICATION OF SERVICES. In accordance with Article 2.2 of this Agreement, the services to be provided by the **Engineer** shall be classified as either ***Basic Services*** or ***Special Services.*** The expanded descriptions of the services identified later in this exhibit and to be provided by the **Engineer** are classified as follows:

Management:

I. ENGINEERING MANAGEMENT (*EM*)

(A) Preliminary Project Planning and Development

(1) Project Development Schedule	***Basic***
(2) Construction Estimate	***Basic***
(3) Quality Control / Quality Assurance Program	***Basic***
(4) Subcontract Administration	***Basic***
(5) Funding Liaison and Funding Application Preparation	***Special***
(6) Capital Improvement Program (CIP)	***Basic***
(7) Management / Coordination of Engineering Activities	***Basic***
(8) Implementation of QC/QA Program	***Basic***

(B) Preliminary Engineering

(1) Preliminary Concept Conference	***Basic***
(2) Management / Coordination of Engineering Activities	***Basic***
(3) Implementation of QC/QA Program	***Basic***
(4) Preparation of ***"Preliminary Engineering Report"***	***Basic***
(5) Coordination with all reviewing agencies (IBWC, FEMA, USACE, etc.)	***Basic***

(C) Final Design

(1) Design Concept Conference	***Basic***
(2) Management / Coordination of Engineering Activities	***Basic***
(3) Implementation of QC/QA Program	***Basic***

(D) Construction Management

(1) Construction Bidding	***Basic***
(2) Owner's Representative	***Basic***
(3) Defects and Deficiencies	***Basic***
(4) Monthly Construction Progress Reports	***Basic***
(5) Recommendations for Payment to the Construction Contractor	***Basic***
(6) Project Site Management	***Special***
(7) Implementation of QC/QA Program	***Basic***
(8) Change Orders	***Special***
(9) Final Acceptance, Performance Testing, Shop Drawing Review	***Basic***

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Environmental Document Preparation & Public Involvement (if required By Federal agencies)	***Special***
(2) Field Surveying & Photogrammetry (if not provided by Owner)	***Special***

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:

(1) Preliminary Field Surveying (using Lidar/ provided by **Owner**)	***Provided by Owner***
(2) Data Collection	***Basic***
(3) Geographical Information System	***Basic***
(4) Hydrologic Analysis	***Basic***
(5) Hydraulic Analysis	***Basic***
(6) Flood Plain Mapping	***Basic***
(7) Alternate Solutions /Recommendations for Final Design	***Basic.***
(8) Final Report – ***"Preliminary Engineering Report"***	***Basic***

(B) Final Design:

(1) Right-of-Way Data and ROW Map	***Special***
(2) Design Field Surveying	***Special***
(3) Geotechnical Investigations and Reports	***Special***
(4) Permitting	***Basic***
(5) Levee / Channel / Drainage Design	***Basic***
(6) Roadway Design	***Basic***
(7) Bridge Design	***Basic***
(8) Plans, Specifications & Estimates	***Basic***

(C) Construction:

(1) Construction Bidding Documents	***Basic***
(2) Project Site Representation:	***Special***
a. Engineering Support Data for Defects & Deficiencies	***Special***
b. Daily and Weekly Construction Reports	***Special***
c. Measurement / Calculations for Contractor Payment	***Special***
d. Project Engineer / Resident Engineer Services	***Special***
(3) Miscellaneous Technical Activities:	
a. Construction Field Surveying	***Special***
b. Shop Drawing Review	***Basic***
c. Control of Materials & Equipment	***Special***
d. Change Orders	***Basic***
(4) Final Acceptance:	
a. Performance Testing	***Special***
b. As-Built Drawings	***Basic***

EXPANDED DESCRIPTIONS OF SERVICES. The expanded descriptions of the services to be provided by the Engineer are described on the following pages.

I. ENGINEERING MANAGEMENT (*EM*)

The following outline provides a summary for the ***basic*** and ***special services*** to be provided by the **Engineer** under services of this Agreement. The contractual services will be outlined in each Work Authorization as outlined in Article 7.

For these services, the **Engineer** shall manage the **Project** in the development of the **Project** as defined and more particularly described in **EXHIBIT "B1"** attached to this Agreement. The services will include the following:

(A) Preliminary Project Planning and Development. In general, this will include the ***management*** of the preliminary planning process and advance project development (APD) that is required for the **Project.** (A summary of specific requirements for ***engineering*** activities are outlined later in this exhibit.) The **Engineer** will identify, coordinate, and implement the ***management*** requirements for preliminary planning and advance **Project** development for the **Project.** Specific work activities to be provided by the **Engineer** will include:

(1) **Project Schedule.** The **Engineer** will prepare a **Project Schedule for each work authorization.** This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the **Engineer,** throughout the **Project** development under each work authorization. It will be provided, as well as any updates, to the **Owner** as a part of the **Work Plan**. The schedule will identify all major milestones and **Project** deliverables. 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 schedule.

(2) **Construction Estimate**. The **Engineer** shall prepare a preliminary estimate for the construction of the **Project**. The preliminary construction estimate shall be monitored, verified and updated throughout the course of **Project** development.

(3) **Quality Control / Quality Assurance (QC/QA) Program**. The **Engineer** shall develop a quality control and quality assurance program for the **Project** to ensure the **Project Team** is producing quality work for the **Project**.

(4) **Subcontract Administration**. The **Engineer** shall initiate, execute and monitor all subcontracts for the duration of the **Project**. The **Engineer** shall advise and/or provide recommendations to the **Owner**, as the **Project** progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

(6) **Capital Improvement Program (CIP)**. If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the **Engineer** will prepare a CIP based on a conceptual sequence of construction for the **Project** as identified in the final recommendations shown in the ***"Preliminary Engineering Report"*** developed by the **Engineer** under the preliminary engineering activities identified later in this exhibit. The primary focus will be to address the overall needs of the system, the funding availability, the identification of operational issues, the acquisition of right of way, and the prioritization of those needs and issues in a cost effective and efficient manner (conducive of funding availability). The CIP will be continuously monitored and updated by the **Engineer** throughout **Project** development.

I. ***EM*** (continued)

(7) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Environmental Document Preparation (if required by Federal agencies), Public Involvement, and Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II - Preliminary Project Planning and Development).

(8) **Implement QC/QA Program**. The **Engineer** will monitor and perform the program developed to ensure the quality of the Environmental Document (if required by Federal agencies), public involvement procedures, and the products and data from field/recon/surveying and aerial photogrammetry, and their compliance with applicable standards and requirements.

(B) Preliminary Engineering. The **Engineer** will ultimately deliver the final recommendations for the design of the project in the ***"Preliminary Engineering Report"***. (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The **Engineer** shall ***manage*** and coordinate the activities of the **Project Team** in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of **Project** information and status to the **Owner** and **Project Team** throughout the development of the ***"Preliminary Engineering Report"***. Specific ***management*** tasks to be provided by the **Engineer** will include:

(1) **Preliminary Concept Conference**. The **Engineer** will coordinate and conduct a preliminary concept conference (PCC) with the **Owner**, and any other stakeholders approved by the **Owner**. At the PCC, the **Engineer** will outline the issues and aspects involved in the development of the ***"Preliminary Engineering Report"***, identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.

(2) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Engineering Report"***, including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (**Preliminary Engineering**)).

(3) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***"Preliminary Engineering Report"***, and its compliance with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

(4) **Final Report: *"Preliminary Engineering Report"***. The **Engineer** will provide, to the **Owner**, five (5) bound, color copies of the ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

(5) **Coordination with various agencies.** The development of the ***"Preliminary Engineering Report"*** may require documentation and/or coordination with various agencies. The **Engineer** will act as a liaison for the **Owner**, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

I. ***EM*** (continued)

(C) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County permitting requirements, the **Engineer**, will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project**. One of the primary deliverables for the **Engineer** to provide the **Owner** is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) **Design Concept Conference (DCC)**. The **Engineer** shall coordinate and conduct a design concept conference with the **Owner** and **Project Team**. At the DCC, the **Engineer** will distribute the ***"Design Policy & Procedures Manual"*** provided by **Owner** and discuss the **Project** Development Schedule with the **Project Team**.

(2) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design**)).

(3) **Implement QC/QA Program**. The **Engineer** shall monitor and perform the QC/QA program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design Engineering**)). These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(D) Construction Management. The **Engineer** shall provide construction ***management*** services for each authorized construction contract of the **Project.** The **Engineer** shall also assist the **Owner** in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contracts. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) **Construction Bidding Documents.** The **Engineer** shall perform the following in preparation of the construction bidding documents:

a. Upon completion of QC/QA, the **Engineer** shall furnish to the **Owner** all necessary copies of approved plans, specifications, **Engineer's** estimate, notices to bidders, and proposals for each authorized construction contract.

b. The **Engineer** shall assist the **Owner** in advertising for each authorized construction contract for the **Project.**

I. ***EM*** (continued)

c. The **Engineer** shall assist the **Owner** in the opening and tabulation of bids for each authorized construction for the **Project,** and recommend to the **Owner** as to the proper action on all bid proposals received.

d. The **Engineer** shall assist the **Owner** in the preparation of formal contract documents for the award of construction contracts.

(2) **Owner's Representative.** In general, the **Engineer** shall provide the ***management*** activities required for consultation and advisement to the **Owner** during construction, and act as the **Owner's** representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the **Engineer** may otherwise agree in writing.

(3) **Defects and Deficiencies.** In providing the ***management and administration*** of the authorized construction contract, the **Engineer** shall use the **Engineer**'s best efforts to protect the **Owner** against defects and deficiencies in the work of the construction contractor, hereinafter called the **"Contractor"**. The **Engineer** does not guarantee the performance of the **Contractor;** however, 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) **Progress Reports.** The **Engineer** will obtain the daily and weekly reports provided from the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit and prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.

(5) **Contractor Payment**. The **Engineer** shall obtain the measurements and calculated quantities prepared under the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. *Note: The **Engineer** is not responsible for actual payments to the **Contractor.***

(6) **Project Site Management**. The **Engineer** will coordinate and monitor the **Project** site representation of the authorized construction contract by providing the following special services, if authorized by **Owner**:

Project Manager. The **Engineer** will provide visits by the ***Project Manager*** or a competent representative of the **Engineer** to the site of construction at least twice a month for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications. In the capacity of site inspection, the **Engineer** will issue instructions from the **Owner** to the **Contractor** and the ***Resident Engineering Representative***, issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the **Owner** as to the acceptability of the **Contractor**'s progress and work.

I. *EM* (continued)

(7) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***engineering*** services and documents associated with Field Surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings, more particularly identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit. These services shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, Federal agencies for approval.

(8) **Change Orders**. When applicable, the **Engineer** will review and provide recommendations for all change orders developed under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the **Owner**. The **Engineer** will prepare, explain, and submit proposed change orders, when applicable.

(9) **Final Acceptance.** Following the completion of construction by the **Contractor**, the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specifications. The **Engineer** will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the **Owner** one set of prints of the as-built drawings. *Note: Services to be provided by the **Engineer** for Items II and III primarily involve the **engineering** work tasks for the **Project.***

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

In general, this will include all ***engineering*** activities required for the **Advance Project Development**. Primarily, this will involve the research and coordination for the social, economic and environmental impacts, public involvement and preliminary field/reconn/surveying / aerial photography of the **Project.** A summary of the ***engineering*** activities to be provided by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

(1) **Environmental Document Preparation and Public Involvement** ***(if required by Federal agencies)***

(a) The **Engineer** shall prepare an environmental document in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The **Engineer** will prepare an environmental document in anticipation of a ***Finding of No Significant Impact (FONSI)***, as identified by the NEPA process. This document will include, at a minimum, the following:

(i) **project** description
(ii) need for **project**
(iii) alternatives considered
(iv) impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
(v) conclusion
(vi) **project** location map
(vii) preliminary structure and channel locations/layouts
(viii)scanned photographs

(b) The **Engineer** shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.

(c) The **Engineer** shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the **Project.** This will include individual meetings, newsletters and notices, as required.

(d) The **Engineer** shall coordinate and conduct the following public meetings/hearings:

(i) Public Meetings – These meetings will be scheduled to present the **Project** concept, including preliminary layouts and requirements for the **Project,** for the purpose of obtaining preliminary public comment.

(ii) Public Hearing – After completion / preliminary approval of the environmental document and applicable approval to move the **Project** forward for further processing, a public hearing will be afforded and/or conducted to present the approved draft environmental document and the **Project** layout (schematic) for the purpose of obtaining final public comment.

(e) The **Engineer** shall develop a **Project** coordination and mailing list.

II. Preliminary Project Planning & Development (continued)

(f) The **Engineer** shall prepare required presentation materials (including handouts, agenda, and sign-in roster) and exhibits for public meetings and a public hearing.

(g) The **Engineer** shall prepare and submit a written document summarizing each proceeding: Public Meeting Reports and Public Hearing Report.

(2) **Field Surveying and Photogrammetry** ***(if not provided by Owner)***

(a) ***Right of Entry:*** It will be the responsibility of the **Engineer** to secure written permission to enter private property for purposes of reconn/survey, environmental and engineering investigations. The **Engineer** will, at times, contact the owner prior to any entry onto the owner's property. The property owner will be informed, by the **Engineer,** the name of the primary person of contact during each entry.

(b) For the purpose of schematic development, including a geographical information system of the **Project**, a base map background will be provided to the **Engineer** through the **Owner**.

(c) The **Owner** shall provide primary **Project** control for field surveying by establishing horizontal and vertical control points, and the **Engineer** shall establish secondary **Project** control to tie ground control to the State Plane Coordinate System.

(d) The Engineer shall obtain the following photogrammetric products:
- (i) Contact Prints and Mosaics
- (ii) Planimetric maps
- (iii) Contour maps
- (iv) Cross Sections
- (v) Digital Terrain Model (DTM)

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

The services listed below to be provided by the **Engineer** are a summary of the services; the actual contractual services will be identified in each work authorization as outlined in Article 7 of the Agreement. The services shall be divided into three phases with ***engineering*** work activities, as follows:

(A) Preliminary Engineering. For this phase, the **Engineer** will ultimately deliver the ***"Preliminary Engineering Report".*** The ***"Preliminary Engineering Report"*** shall be based on the **Engineer**'s review and comments of the ***"Levee Improvement Study for the Rio Grande River within Hidalgo County"*** as prepared by the IBWC as well as the ***"Raymondville Drain Outfall Study"*** (both to be provided by the **Owner**). Should the review and comments by the **Engineer** indicate deficiencies in the ***"Levee Improvement Study for the Rio Grande River within Hidalgo County", "Raymondville Drain Outfall Study",*** or in the **Turner, Collie and Braden, Inc. Engineer Report** – ***"Flood Protection Plan"***, dated September 1997, corrections of such deficiencies shall be the responsibility of the **Owner**, or deemed by the **Owner** as additional work to be performed by the **Engineer** and compensated in accordance with Articles 8 and 9 of this Agreement. Subsequently, the **Engineer** will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**; to include preliminary layouts, sketches, and cost estimates for the **Project**, and to set forth clearly the **Engineer**'s recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Preliminary Field Surveying**

(a) The **Engineer** shall establish benchmark identifications, if not already provided by the **Owner**.

(b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flowline (upstream & downstream) elevations of structures.

(c) The **Engineer** shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(d) The **Engineer** shall obtain flood plain and cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(2) **Data Collection**

(a) The **Engineer** shall perform site visits for field reconnaissance.

(b) The **Engineer** shall identify and obtain data to include, but not be limited to:

Previous Studies:

(i) Available previous hydraulic and/or engineering studies

(ii) Previous documentation and/or studies for the International Boundary and Water Commission (IBWC) and for the Federal Emergency Management Agency (FEMA) floodway requirements.

Land Records:
(iii) Parcel mapping
(iv) Property assessment
(v) USGS topographic mapping
Property and Facility Management
(vi) Land acquisition and disposition
(vii) Building and property inventory
Land Use Planning and Zoning
(viii) General plan mapping
(vix) Zoning mapping
(x) Demographic mapping
(xi) Economic development
(xii) Linking to permitting systems
(xiii) Existing aerial photographs and/or mapping
Engineering
(xiv) Storm drain mapping
(xv) Subdivision mapping
(xvi) Street mapping
Public Safety
(xvii) Emergency preparedness plans
Environmental Assessment (if required by Federal/State agencies)
(xviii) Wetland mapping
(xix) National Pollution Discharge Elimination System (NPDES) permitting
(xx) Facility mapping
(xxi) Vegetation mapping
(xxii) Coastal zone management
Elections
(xxiii) District Boundary definition

(3) **Geographical Information System**

The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro, where appropriate to be compatible with the existing GIS being developed in the ***"Raymondville Drain Project"***. Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process for the development of the ***"Preliminary Engineering Report"***. ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will be used to develop the ***engineering*** models required for the hydraulic analysis of each lateral channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

Note: During the performance of the following hydrologic / hydraulic analysis and the development of the alternate solutions and final recommendation, the **Engineer** will address and incorporate any findings of the environmental documentation process.

(4) **Hydrologic Analysis**

(a) The **Engineer** shall review and comment on the hydrologic analyses of portions of the International Boundary and Water Commission (IBWC) "***Levee System Improvement Study***" for the Rio Grande River within Hidalgo County as well as portions of the Raymondville drainage watershed(s) that are located in Precinct No. 2 and No. 3.

(b) The **Engineer** shall review and comment on the comparison of peak flow rates, identified in the International Boundary and Water Commission (IBWC) "***Levee System Improvement Study***" for the Rio Grande River within Hidalgo County as well as the Raymondville drainage watershed(s) that are located in Precinct No. 2 and No. 3, with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

(5) **Hydraulic Analysis**

(a) The **Engineer** shall review and comment on the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (b) through (g) below.

(b) The **Engineer** shall create the terrain Triangulated Irregular Network (TIN), if not provided by the **Owner**. This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.

(c) The **Engineer** shall create 2-dimensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required poly lines over the terrain TIN develop the watershed layout over the base map

(d) The **Engineer** shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the terrain TIN and creating a 3-dimensional cross-section theme.

(e) For verification of measured elevations, the **Engineer** shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey.

(f) The **Engineer** will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures within Precinct No. 2 and No. 3 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

(g) After the HEC-RAS model is satisfactory and the output deemed acceptable, the **Engineer** shall apply the GIS export function to create the HEC-RAS export file in preparation for the flood plain mapping.

III. Preliminary Engineering, Final Design & Construction (continued)

(6) **Flood Plain Mapping**

(a) Utilizing the HEC-RAS GIS export file, and ArcView GIS StreamPro, the **Engineer** shall map the floodplain over the terrain TIN.

(b) The **Engineer** shall compare the results by placing the resulting floodplain mapping over the existing Flood Insurance Rate Map (FIRM): scan the FIRM and bring into ArcView an image for this comparison.

(7) **Alternate Solutions and Recommendations**

(a) The **Engineer** shall prepare preliminary cost estimates for each alternate solution and final recommendation.

(b) The **Engineer** shall summarize each alternate solution in sufficient detail to indicate clearly the problems involved in order for the **Owner** to make the appropriate comparisons to the **Engineer**'s final recommendations and provide the approval for the final design of the **Project**.

(c) The **Engineer** shall provide a formal and clearly outlined recommendation regarding the final design of the **Project**.

(8) **Final Report**

The **Engineer** shall prepare five (5) bound, color copies of the final ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

(B) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the **Engineer** will perform all required ***engineering*** activities to provide the **Owner** with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***engineering*** activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Right-of-Way Data (Special Services)**

The **Engineer** shall provide a right-of-way (ROW) map to the **Owner** that properly describes the ROW the **Owner** is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner**'s local operating procedures and the Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

(a) Abstracting – The **Engineer** shall perform a preliminary title search and determine ownership information.

(b) Surveying – The **Engineer** shall obtain the required survey data needed to establish existing and proposed right-of-way lines, channel centerline alignment, private property lines, county and/or city limits, and any topographic information not clearly indicated by the aerial photogrammetry.

(c) The **Engineer** shall prepare the ROW map.

(d) The **Engineer** shall prepare field note descriptions on 8-1/2 x 14" sheets, signed and sealed by a Registered Professional Land Surveyor, for each parcel of land to be acquired as shown on the ROW map.

(e) The **Engineer** shall prepare parcel plats for each parcel of land to be acquired as shown on the ROW map. All parcel plats will be prepared on 8-1/2" x 14" sheets and signed and sealed by a Registered Professional Land Surveyor.

(f) Any revisions required to the ROW map, and associated documents, shall be made by the **Engineer** promptly, and at no additional cost or expense to the **Owner**. The **Engineer** shall immediately furnish such revised right-of-way map, and associated documents, to the **Owner** at no additional cost or expense to the **Owner**.

(2) **Design Field Surveying (Special Services)**
The **Engineer** shall perform field surveys and provide field layouts and/or information necessary to collect information required in the final design of the **Project**. This may include, but not be limited to, additional channel sections for the determination of final earthwork, roadway cross sections and profiles for intersecting roadways, soil bore staking, and right-of-way staking.

(3) **Geotechnical Investigations (Special Services)**
The **Engineer** shall perform geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final design.

(4) **Permitting**
The **Engineer** shall furnish the necessary ***engineering*** data required to apply for regulatory permits from local, State, or Federal authorities.

(5) **Levee/Channel/Drainage Design**
The **Engineer** shall perform levee / channel / drainage design for the proposed improvements to existing levees and/or channels or facilities within the **Project**. The design of levee / drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(6) **Roadway Design**
The **Engineer** shall perform roadway design for any intersecting roadway approaches to the proposed improvements to the existing levees/channels and/or proposed levees/channels of the **Project**. The design of these roadways shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of the associated roadway. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(7) **Bridge Design**

(a) The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these bridges shall conform to the **Project** design criteria required by the **Owner** (City, County, or State), of the associated bridge structure and/or roadway, and the requirements set forth by the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) Prior to performing structural detailing, the **Engineer** shall provide a bridge layout to the governing entity of the associated bridge structure and/or roadway for approval. Each bridge layout will include the required information set forth by the governing entity.

(8) **Plans, Specifications & Estimates (PS&E)**

(a) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner**. These documents shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) All final plan sheets shall be developed, by the **Engineer**, on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.

(c) Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

(c) **Plan Sheets.** Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)

(d) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(e) **Estimates.** The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

(C) Construction Phase Services. The **Engineer** shall provide ***engineering*** services for each authorized construction contract of the **Project**. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Construction Bidding**
The **Engineer** shall prepare the documents for all necessary copies of approved plans, specifications, notices to bidders, and proposals.

Note: Services for assistance in advertising for each authorized construction contract for the **Project**, opening and 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 will be performed by the **Engineer**.

(2) **Project Site Representation**

(a) In general, the **Engineer** shall provide the ***engineering support and data*** required for consultation and advisement to the **Owner**, and to protect the **Owner** against defects and deficiencies in the work of the **Contractor**.

(b) **Daily and Weekly Reports.** The **Engineer** shall provide the ***engineering support and data*** required to monitor the **Contractor**'s progress with daily and weekly reports as outlined in the ***"Construction Management Policy & Procedures Manual"*** developed and more particularly identified under I – Engineering Management in this exhibit. This information will be utilized for the development of the ***monthly progress report*** to be provided to the **Owner** as identified under I – Engineering Management in this exhibit.

(c) **Contractor Payment.** The **Engineer** shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the **Contractor** as identified and performed under I – Engineering Management in this Exhibit. *Note:* The **Engineer** is not responsible for actual payments to the **Contractor**.

(d) The **Engineer** will provide **Project** site representation of the authorized construction contract as follows:

(i) **Project Engineer.** The **Engineer** will provide visits by the ***Project Engineer*** or a competent representative of the **Engineer** to the site of construction at least three times each week for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications.

(ii) **Resident Engineer.** If authorized by the **Owner**, the **Engineer** will furnish the services of a ***Resident Engineer*** and/or construction representative(s) for continuous on-the-site representation.

(3) **Miscellaneous Technical Activities**

(a) **Construction Field Surveying.** The **Engineer** shall perform all field surveys and field layouts, including construction staking and right-of-way staking.

III. Preliminary Engineering, Final Design & Construction (continued)

(b) **Shop Drawings.** The **Engineer** shall review and check all shop or working drawings furnished by the **Contractor**.

(c) **Control of Materials & Equipment.** The **Engineer** shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:

(i) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

(ii) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.

(d) **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**.

(4) **Final Acceptance**

(a) **Performance Testing.** Following the completion of construction by the **Contractor**, the **Engineer** shall provide the ***engineering*** support and data required for the initial operation of the **Project**. This will include inspection for conformance and recordkeeping for the necessary performance tests required by the construction contract specifications. The **Engineer** will provide this inspection with either the ***Project Engineer*** or ***Resident Engineer***, as directed by the **Owner**.

(b) **As-Built Drawings.** The **Engineer** shall develop as-built drawings to show the work as actually constructed.

EXHIBIT "B1"
Project Description

The project is described as professional engineering services for the development and implementation of **Building Repairs and/or Renovations on an as Needed Basis for Hidalgo County Precinct 3 Area within Hidalgo County, Texas** (incorporated herein by reference as the **"Project"**).

The project(s) will be assigned under a project specific work authorization and which may include planning, preliminary engineering and design, final design and plans, specifications, and estimates (PS&E), right-of-way map preparation, and construction phase services and inspection of proposed improvements.

EXHIBIT C

WORK SCHEDULE

EXHIBIT "C"
Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the **Owner** in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

ENGINEER'S RATES

EXHIBIT "D"

ENGINEER'S Contract Rate Schedule

Dannenbaum Engineering Company - McAllen, LLC

LABOR:

Job Description	Contract Rate** 2009	Contract Rate** 2010	Contract Rate** 2011	Contract Rate** 2012	Contract Rate** 2013	Contract Rate** 2014
Engineering						
Principal (QC/QA) (VIII)	$369.99	$388.49	$407.92	$428.31	$449.73	$472.22
Project Manager (VII)	$236.11	$247.92	$260.31	$273.33	$287.00	$301.35
Sr. Engineer (V)	$218.88	$229.83	$241.32	$253.38	$266.05	$279.36
Project Engineer (III) / (IV)	$192.34	$201.95	$212.05	$222.65	$233.79	$245.47
Engineer (I) / (II)	$186.02	$195.32	$205.08	$215.34	$226.11	$237.41
Sr. Engineering Designer (III)	$154.11	$161.82	$169.91	$178.40	$187.32	$196.69
Environmental Scientist	$140.71	$147.75	$155.13	$162.89	$171.03	$179.59
Engineering Designer (I) / (II)	$132.10	$138.70	$145.63	$152.92	$160.56	$168.59
CADD Operator (I) / (II)	$92.79	$97.42	$102.30	$107.41	$112.78	$118.42
Secretary	$83.60	$87.78	$92.17	$96.77	$101.61	$106.69
Surveying						
Reg. Public Land Surveyor	$184.74	$193.98	$203.68	$213.86	$224.55	$235.78
Project Supervisor SIT	$154.05	$161.75	$169.84	$178.33	$187.25	$196.61
Survey Technician	$120.61	$126.64	$132.97	$139.62	$146.60	$153.93
Abstractor	$96.36	$101.18	$106.24	$111.55	$117.13	$122.98
2-man Survey Crew	$158.90	$166.84	$175.18	$183.94	$193.14	$202.80
3-man Survey Crew	$190.80	$200.34	$210.36	$220.88	$231.92	$243.52
4-man Survey Crew	$235.47	$247.25	$259.61	$272.59	$286.22	$300.53
Construction Representative	$96.36	$101.18	$106.24	$111.55	$117.13	$122.98
Construction Manager	$160.17	$168.18	$176.59	$185.42	$194.69	$204.43

**These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	****
Car Rental	****
Lodging (in state)	****
Meals	****
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$.15/ea
Bond Plots	$0.90/sq.ft.
Color Plots	$1.90/sq.ft.
Mylar Plots	$1.90/sq.ft.

***These are the aniticpated 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.

EXHIBIT E

WORK AUTHORIZATION FORM

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.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No.___ Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of_____, 2005.

THE ENGINEER:
Dannenbaum Engineering Company-McAllen, LLC

_____
By:_(TYPE NAME)_____

THE OWNER:
HIDALGO COUNTY

_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT F

SUPPLEMENTAL AGREEMENT FORM

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

EXHIBIT "F"
Supplemental Agreement Form

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTy**, acting herein by and through it's **BOARD OF DIRECTORS**, hereinafter called the **OWNER** and **DANNENBAUM ENGINEERING COMPANY – MCALLEN, LLC**, professional engineers of McAllen, Texas, hereinafter called the **ENGINEER**.

W I T N E S S E T H

WHEREAS, the **OWNER** and the **ENGINEER** executed the Agreement on the day of _, 20___ concerning *"Building Repairs and/or Renovations on an as Needed Basis for the Hidalgo County Precinct 3 Area"* (hereinafter referred to as the "Project"); and Work Authorization No. ____ on the day of _____, 20___ for (description of Work Authorization); and,

WHEREAS, Section _____ of the Agreement, _____*(Section Title)*_____ establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____

_____

_____.

NOW, THEREFORE, premises considered, the **OWNER** and **ENGINEER** agree that said Agreement is amended as follows:

I. Section _____ of the Agreement, *(Section Title)* _____ is revised to _____

_____

_____

_____

IN WITNESS WHEREOF, the **ENGINEER** and the **OWNER** have caused this **Supplemental Agreement No.** ___ to be effective as of the ____ day of _____, 20___.

ENGINEER:
DANNENBAUM ENGINEERING COMPANY – MCALLEN, LLC

BY:_____
Louis H. Jones, Jr., P.E., President

OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas, III, County Judge

ATTACHMENTS:
(as required)

EXHIBIT G

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CM DANNE-1 | DATE (MM/DD/YYYY) 09/17/09

PRODUCER

Barmore Insurance Agency, Inc.
P.O. Box 34796
Houston TX 77234-4796
Phone: 713-209-2800 Fax: 713-209-2899

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

Dannenbaum Engineering Corp., see comments for full name ins ETAL
P O Box 22292
Houston TX 77027

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Continental Casualty	20443
INSURER B	Valley Forge Insurance Co	20508
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 [X] PRO-JECT [ ] LOC	2053853648 CONTRACTUAL LIAB INCLUDED	06/01/09	06/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 700000 $ 5000 $ 1000000 $ 2000000 $ 2000000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	C 1015348305	06/01/09	06/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $	2053853049	06/01/09	06/01/10	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 1 22022126	06/01/09	06/01/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
A		OTHER Professional Liab Ded $200,000	AEH 25 405 50 21 CLAIMS MADE	04/01/09	04/01/10	Per Claim Aggregate	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Genl/Auto/Umbrella Liabs: Addl insd in favor of cert holder when req'd by written contract per pol terms. Re: Genl/Auto/Umbrella/WC: Waiver of sub in favor of cert holder when req'd by written contract per policy terms. RE: Building Repairs and/or renovations on an as needed basis for Hidalgo County Precinct # 3 Area

CERTIFICATE HOLDER

HIDALGO

Hidalgo County
Attn: County Judge
100 E. Cano, 2nd. Floor
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
JM Barmore

© 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.

FULL NAMED INSURED: Dannenbaum Engineering Corporation; Office Properties,Inc., Civil Engineering Corporation, A Dannenbaum Company; Dannenbaum Engineering Copr/Klotz & Associates,Inc., A Joint Venture;Dannenbaum Environmental Corporation; Engineering Holding Corporation;Dannenbaum Engineering Company-Houston,LLC; Dannenbaum Engineering Company-Austin,LLC; Dannenbaum Engineering Company-Dallas,LLC;Dannenbaum Engineering Company-Fort Worth,LLC; Dannenbaum Engineering Company-McAllen,LLC.; Dannenbaum, Dodson & ESC, Joint Venture

AI-17837 **25.E.1.**

Pct 4 - Amendments to WA#1 & WA#2 - C-08-477-12-09 - Quintanilla, Headley & Associates Inc. Drainage Improvements Project

CC REGULAR

Date:	10/06/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

Acceptance and approval of the following Amendments to contract #C-08-477-12-09 with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for the "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT" located in Precinct No. 4:

a. AMENDMENT to WA #1 with a fee decrease of $100,000.00 resulting in the new proposed fee of $650,000.00 (misc. projects - ROW Surveying of 260 estimated parcels) PO#614261;

b. AMENDMENT to WA #2 with a fee increase of $291,725.00 resulting in the new proposed fee of $839,825.00 which reflects the inclusion of Aguilar Pond 47.66 acres; Fike Pond 55.00 acres and Dickerson Pond 240.28 acres, PO# 618942.

BACKGROUND

Amendment to WA#1-QHA-C-08-477-12-09 w/Memo-Pct 4 PO#614261 fr 750,000 to 650,000 (decrease)
Amendment to WA#2-QHA-C-08-477-12-09 w/Memo-Pct 4 PO#618942 fr 548,100 to 839,825 (increase)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-0XX-0-XXX

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

BUDGETARY IMPACT:

A. No Budgetary Impact.
PO#614261 decrease from 750,000 to 650,000. Programs 049 & 052 (Object 733) decrease each by $50,000.

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-0XX-0-733

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

BUDGETARY IMPACT:

B. Programs 038 & 039 funding available as of 10-2-09.
Program 048 funding pending interdepartmental transfer (AI#17841 10-6-09) and PO reclassification.

Attachments

Link: A-Amendment to WA#1

Link: Memo-Pct4

Link: Original WA#1-QHA-

Link: A PO Dec - reference

Link: Amendment WA #2

Link: Memo-Pct 4

Link: Original WA#2-QHA

Link: B PO Inc - reference

Link: Original WA#2-QHA Supplemental

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/02/2009 02:37 PM	APRV
2	Budget & Management	Erika Zamora	10/02/2009 02:51 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/02/2009 03:46 PM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Letty Saenz Started On: 10/02/2009 08:28 AM

Final Approval Date: 10/02/2009

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-477-12-09
Work Authorization Form

AMENDMENT TO WORK AUTHORIZATION No. 1

THIS AMENDMENT TO WORK AUTHORIZATION No.1 is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Quintanilla, Headley and Associates, Inc.**, professional engineer of Edinburg, Texas, hereinafter called **"Engineer".**

PART 1. SCOPE OF WORK
The purpose of this ***Amendment to Work Authorization No.1*** is for the **Engineer** to provide design for: **San Carlos Drainage Improvements**

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this ***Amendment to Work Authorization No.1*** is **$650,000.00**.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "E".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this ***Amendment to Work Authorization No.1*** shall be made in accordance with **Article**/Part/Section **6** of the Agreement.

PART 4. FUNDING
This ***Amendment to Work Authorization No.1*** shall be funded through funding source:
Account No. **9-1339-431-00-124-052-0-733 & 9-1339-431-00-124-049-0-733**
Requisition Number **614261** **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This ***Amendment to Work Authorization No.1*** shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of the scopes of work.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This ***Amendment to Authorization No. 1*** does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 4, Commissioner Oscar L. Garza, Jr.** as to content and detail of this ***Amendment to Work Authorization No. 1***.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4

BY: _____
Oscar L. Garza, Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This ***Amendment to Work Authorization No. 1*** is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
Quintanilla, Headley and Associates, Inc.

_____
By: Alfonso Quintanilla, P.E.

THE OWNER:
Hidalgo County

_____
By: Juan D. Salinas, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Engineer
ATTACHMENT "B" - Service to be Provided by the Owner
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D"- Engineering Hourly Rates
ATTACHMENT "E"- Cost Proposal (Fee Breakdown Schedule)

EXHIBIT "A"

Hidalgo County Precinct No. 4
San Carlos Drainage Improvements
Contract No. C-08-477-12-09

Amendment to
Work Authorization No.1

Scope of services to be provided by the Engineer

1. Perform parcel surveys, prepare metes and bounds descriptions for existing right of way and additional right of way as required by the project.

EXHIBIT "B"

Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"
Contract No. C-08-477-12-09

Amendment to
Work Authorization No. 1

Scope of services to be provided by the Owner

GENERAL

The Owner will provide the following:

(1) Authorization to begin work.
(2) Payment for work performed by the **Engineer**.
(3) Provide any available relevant data on file concerning the project.

EXHIBIT "C"

Work Schedule

Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"
Contract No. C-08-477-12-09

Amendment to
Work Authorization No. 1

The Engineer shall provide the deliverables for this project as follows:

540 days after the written notice to proceed.

EXHIBIT "D"

Engineer's Hourly Rates

Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"
Contract No. C-08-477-12-09

Amendment to
Work Authorization No. 1

1. Licensed Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

EXHIBIT "E"

Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"
Contract No. C-08-477-12-09

Amendment to
Work Authorization No. 1

Cost Proposal (Fee Breakdown)

1. Right of Way parcels (260 estimated) @ $ 2,500.00 = $ 650,000.00

Total fee = $ 650,000.00

County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: SEPTEMBER 30, 2009
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: AMENDMENT TO WORK AUTHORIZATION#1
CONTRACT : C-08-477-12-09

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING AN **AMENDMENT TO WORK AUTHORIZATION #1** THE AMOUNT OF **$650,000.00** FOR **QUINTANILLA, HEADLEY & ASSOCIATES, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#614261,** THERE WILL BE A REDUCTION IN THE AMOUNT OF **$100,000.00** FROM THE ORIGINAL AMOUNT OF **$750,000.00**.

9-1339-431-00-124-052-0-733	**$50,000.00**
9-1339-431-00-124-049-0-733	**50,000.00**
	$100,000.00

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

TONI MATA
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS:

DATE: October 1, 2009

2009
Transfer

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2009 Pct4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-124-036-0-890

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

Contact: Toni Mata
Ph#: 956-292-7000 Ext. 4024

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
From:		
9-1339-431-00-124-049-0-733	CO2009 Pct4 -North Branch Drain-Drainage Ditches	(50,000.00)
9-1339-431-00-124-052-0-733	CO2009 Pct4 -Curry Drain-Drainage Ditches	(50,000.00)
To:		
9-1339-431-00-124-036-0-890	CO2009 Pct4 Drain Improv.- Other	$100,000.00
	TOTAL BUDGET INCREASE (DECREASE)	100,000.00

REASON:
Transfer needed to reflect decrease to PO#614261.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-477-12-09
Work Authorization Form

WORK AUTHORIZATION No. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Quintanilla, Headley and Associates, Inc.**, professional surveyor of Edinburg, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide design for: **San Carlos Drainage Improvements.**

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$750,000.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section **6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 8-1204-431-00-124-0360-733
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of the scopes of work**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 4, Commissioner Oscar L. Garza, Jr.,** as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4

BY: _____
Oscar L. Garza, Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 12/9/08 as indicated below and effective as of 9th day of December, 2008.

THE ENGINEER:
Quintanilla, Headley and Associates

_____
Alfonso Quintanilla, PE

THE OWNER:
Hidalgo County

_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Owner
ATTACHMENT "B" -	Service to be Provided by the Engineer
ATTACHMENT "C" -	Work Schedule
ATTACHMENT "D" -	Engineering Hourly Rates
ATTACHMENT "E" -	Fee Breakdown Schedule

EXHIBIT "A"

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Work Authorization No.1

SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

GENERAL

The Owner will provide the following:

(1) Authorization to begin work.
(2) Payment for work performed by the **Engineer**.
(3) Provide any available relevant data on file concerning the project.

EXHIBIT "B"

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Work Authorization No.1

Scope of Services by Engineer

(1) Perform parcel surveys, prepare metes and bounds descriptions for existing right of way and additional right of way as required by the project.

EXHIBIT "C"

Work Schedule

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Work Authorization No.1

The Engineer shall provide the deliverables for this project as follows:

- 240 days from the date of written authorization to proceed.

EXHIBIT "D"

Engineer's Hourly Rates

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Work Authorization No.1

1. Registered Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

EXHIBIT "E"

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Fee Breakdown

Work Authorization No.1

1. Right of Way Parcels (300 estimated parcels) @ $ 2,500.00 =$750,000.00

Total fee: $ 750,000.00

AI-12638 **15.E.1.**

Pct 4-Prof Engineering Agreement-QHA-"San Carlos Drainage Improvements Project"-C-08-477-12-09

CC REGULAR

Date: 12/09/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

A. Requesting approval of a professional engineering services contract (sent to legal counsel for review as to form) with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for the purposes of engineering services for the "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT" for Hidalgo County Precinct No. 4 (as selected for negotiations through County's protocol from the "POOL" of engineers by C.C. on 11/25/08);

B. Presentation for consideration, discussion, acceptance, and approval of WORK AUTHORIZATION #1 with a proposed fee of $750,000.00 with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT" (ROW Surveying of 300 estimated parcels) within Hidalgo County Precinct No. 4, in connection to Contract No. C-08-477-12-09.

BACKGROUND

Prof Engineering Agreement-QHA-(Currently being reviewed by legal counsel)
Work Authorization No. 1-QHA-$750,000.00

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-036-0-733
FUNDS AVAILABLE Y/N?: No **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending approval of AI#12676 CC 12-9-08. Pct#4 appropriation of $1,000,000.00 from the General Fund unreserved fund balance.

Attachments

Link: Draft Agreeement-QHA
Link: WA#1-QHA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/05/2008 10:13 AM	APRV
2	Budget & Management	Veronica Lopez	12/05/2008 10:18 AM	APRV
3	Manuel Chapa	Manuel Chapa	12/05/2008 02:58 PM	APRV
4	Auditor's Office		12/05/2008 05:03 PM	NEW

Form Started By: Letty Saenz Started On: 12/03/2008 05:19 PM
Final Approval Date: 12/05/2008

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department : **Hidalgo County Precinct #4**
Contact Name: **Toni Mata**
Telephone# **(956)-383-3112**

Purchase Order Number: **614261**
Increase #**1** for this Purchase Order
Procurement Method:

- [X] Contract #C-08-477-12-09
- [ ] Cooperative Awarded Vendor (TBPC State Awarded, TCPN, TASB-Buyboard) US Communities
- [ ] Quotes over &1,000.00 (verbal quotes) (attach written quotes)
- [ ] Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: **154024**
Vendor Name: **Quintanilla,Headley&Associates**
Address: **124 East Stubbs ST.**
Edinburg, Texas 78539

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		**$ 750,000.00**
		9-1339-431-00-124-049-0-733		**$ (50,000.00)**
		9-1339-431-00-124-052-0-733		**$ (50,000.00)**
		Amount of Decrease Request		**$ (100,000.00)**
		TOTAL AMOUNT		**$ 650,000.00**

Account Number: **see above**

Available Funds: $_____
Amount Liquidated: $_____

Pct. #4 Note:

Reason: **P.O. Decrease needed to provide funding for Amendment to Work Authorization#1**

Authorization: _____ Department Head — **October 2, 2009** Date

Reviewed By: _____ Purchasing Department — _____ Date

Approved By: _____ Purchasing Agent — _____ Date

Approved By: _____ Hidalgo County Auditor — _____ Date

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-477-12-09
Work Authorization Form

AMENDMENT TO WORK AUTHORIZATION No. 2

THIS AMENDMENT TO WORK AUTHORIZATION No.2 is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Quintanilla, Headley and Associates, Inc.**, professional engineer of Edinburg, Texas, hereinafter called **"Engineer"**.

PART 1. SCOPE OF WORK

The purpose of this ***Amendment to Work Authorization No.2*** is for the **Engineer** to provide design for: **San Carlos Drainage Improvements (Ponds: Aguilar Pond 47.66 acres; Fike Pond 55.00 acres and Dickerson Pond 240.28 acres).**

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this ***Amendment to Work Authorization No. 2*** is **$839,825.00.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "E".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this ***Amendment to Work Authorization No.2*** shall be made in accordance with **Article**/Part/Section **6** of the Agreement.

PART 4. FUNDING

This ***Amendment to Work Authorization No.2*** shall be funded through funding source:
Account No. 9-1339-431-00-124-038-0-733, 9-1339-431-00-124-039-0-733, 9-1339-431-00-124-048-0-733
Requisition Number **618942** **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This ***Amendment to Work Authorization No.2*** shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of the scopes of work.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This ***Amendment to Authorization No.2*** does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 4, Commissioner Oscar L. Garza, Jr.** as to content and detail of this ***Amendment to Work Authorization No.2.***

HIDALGO COUNTY
COMMISSIONER PRECINCT No.4

BY: _____
Oscar L. Garza, Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This ***Amendment to Work Authorization No. 2*** is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
Quintanilla, Headley and Associates, Inc.

_____
By: Alfonso Quintanilla, P.E.

THE OWNER:
Hidalgo County

_____
By: Juan D. Salinas, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A"-	Service to be Provided by the Engineer
ATTACHMENT "B"-	Service to be Provided by the Owner
ATTACHMENT "C"-	Work Schedule
ATTACHMENT "D"-	Engineering Hourly Rates
ATTACHMENT "E"-	Cost Proposal (Fee Breakdown Schedule)

EXHIBIT "A"

Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"
Contract No. C-08-477-12-09

Amendment to
Work Authorization No.2

Aguilar Pond (47.66 acres)
Fike Pond (55.00 acres)
Dickerson Pond (240.28 acres)

Scope of services to be provided by the Engineer

1. Topographic surveying.

2. Engineering design of ponds, berms, drain ditch, storm sewer, irrigation line relocation, erosion control, storm water pollution plan, control structure, pipe culverts and utility adjustments.

3. Preparation of plans.

4. Preparation of technical specifications.

5. Construction staking and prepare cut sheets.

EXHIBIT "B"

Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"
Contract No. C-08-477-12-09

Amendment to
Work Authorization No.2

Aguilar Pond (47.66 acres)
Fike Pond (55.00 acres)
Dickerson Pond (240.28 acres)

Scope of services to be provided by the Owner

GENERAL

The Owner will provide the following:

(1) Authorization to begin work.
(2) Payment for work performed by the **Engineer**.
(3) Provide any available relevant data on file concerning the project.

EXHIBIT "C"

Work Schedule

Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"
Contract No. C-08-477-12-09

Amendment to
Work Authorization No.2

Aguilar Pond (47.66 acres)
Fike Pond (55.00 acres)
Dickerson Pond (240.28 acres)

Aguilar Pond (47.66 acres)

The Engineer shall provide the deliverables for this project 90 days after the written notice to proceed.

Fike Pond (55.00 acres)

The Engineer shall provide the deliverables for this project 90 days after the written notice to proceed.

Dickerson Pond (240.28 acres)

The Engineer shall provide the deliverables for this project 120 days after the written notice to proceed.

EXHIBIT "D"

Engineer's Hourly Rates

Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"
Contract No. C-08-477-12-09

Amendment to
Work Authorization No.2

Aguilar Pond (47.66 acres)
Fike Pond (55.00 acres)
Dickerson Pond (240.28 acres)

1. Licensed Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

EXHIBIT "E"

Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"
Contract No. C-08-477-12-09

Amendment to
Work Authorization No. 2

Cost Proposal (Fee Breakdown)

Aguilar Pond (47.66 acres)

1. Engineering design, plans, specifications, project management	=	$ 206,300.00
2. Construction Staking	=	$ 12,000.00
3. Geotechnical services	=	$ 6,800.00
Fee:	=	**$ 225,100.00**

Fike Pond (55.00 acres)

1. Preliminary Engineering design	=	$ 63,725.00
2. Geotechnical services	=	$ 10,200.00
Fee:	=	**$ 73,925.00**

Dickerson Pond (240.28 acres)

1. Engineering design, plans, specifications	=	$ 440,000.00
2. Construction staking	=	$ 60,000.00
3. Geotechnical services	=	$ 40,800.00
Fee:	=	**$ 540,800.00**
Grand Total	=	**$ 839,825.00**

County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: SEPTEMBER 30, 2009
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: AMENDMENT TO WORK AUTHORIZATION #2
CONTRACT : C-08-477-12-09

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING **AMENDMENT TO WORK AUTHORIZATION #2** IN THE AMOUNT OF **$839,825.00** FOR **QUINTANILLA ,HEADLEY & ASSOCIATES,INC**. BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#618942,** ACCOUNT:

9-1339-431-00-124-038-0-733	**$225,100.00**
9-1339-431-00-124-039-0-733	**73,925.00**
9-1339-431-00-124-048-0-733	**540,800.00**
	$ 839,825.00

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

TONI MATA
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS:

Precinct # 4

1051 N. Doolittle Edinburg, Texas 78542 Phone (956) 393-3112 Fax (956) 391-5905

MEMORANDUM

To: Ray Eufracio, CPA, County Auditor

From: Toni Mata

Date: September 30, 2009

Subject: Purchase Order Reclassification

We kindly request that your office re-classify the following purchase order as summarize below within the Certificates of Obligation, Series 2009 Fund (1339).

Purchase Order No.	Date	Vendor Name	Amount	From Account No.	To Account No.
618942	3/9/09	Quintanilla, Headley and Associates	204,875.00	9-1339-431-00-124-039-0-733	9-1339-431-00-124-048-0-733
618942	3/9/09	Quintanilla, Headley and Associates	3,400.00	9-1339-431-00-124-060-0-733	9-1339-431-00-124-048-0-733

Please contact Rumaldo Munoz Jr. at 956-383-3112 ext. 4002 should you have any questions.

DATE: September 30, 2009

2009
Transfer

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2009 Pct4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-124-036-0-890

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

Contact: Toni Mata
Ph#: 956-292-7000 Ext. 4024

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
From:		
9-1339-431-00-124-060-0-733	CO2009 Pct4 Guerra Pond-Drainage Ditches	(3,400.00)
9-1339-431-00-124-039-0-733	CO2009 Pct4 Fike Pond-Drainage Ditches	(204,875.00)
9-1339-431-00-124-036-0-890	CO2009 Pct4 Drain Improv-Other	($291,725.00)
To:		
9-1339-431-00-124-048-0-733	CO2009 Pct4 Dickerson Pond-Drainage Ditches	$3,400.00
9-1339-431-00-124-048-0-733	CO2009 Pct4 Dickerson Pond-Drainage Ditches	$204,875.00
9-1339-431-00-124-048-0-733	CO2009 Pct4 Dickerson Pond-Drainage Ditches	$291,725.00
	TOTAL BUDGET INCREASE (DECREASE)	500,000.00

REASON:
Transfer needed to fund expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-477-12-09
Work Authorization Form

WORK AUTHORIZATION No. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Quintanilla, Headley and Associates, Inc.**, professional surveyor of Edinburg, Texas, hereinafter called **"Engineer".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide design for: **San Carlos Drainage Improvements (Ponds: Aguilar Pond 47.66 ac. & Fikes Pond 55.00 ac.)**

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$ 485,200.00**.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "E".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section **6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.2 shall be funded through funding source:
Account No. **9-1339-431-00-124-038-0-733 & 9-1339-431-00-124-039-0-733**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work .**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No.4, Commissioner, Oscar L. Garza, Jr.** as to content and detail of this **Work Authorization No. 2.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4

BY: O. L. Garza, Jr. MAR

Oscar L. Garza, Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 3/3/09 as indicated below and effective as of March 3, 2009.

THE ENGINEER:

Quintanilla, Headley and Associates, Inc.

By: Alfonso Quintanilla, P.E.

THE OWNER:

Hidalgo County

By: Juan D. Salinas, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Service to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Engineering Hourly Rates
ATTACHMENT "E" - Fee Breakdown Schedule

EXHIBIT "A"

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Contract # 08-477-12-09

Work Authorization No.2

Aguilar Pond (47.66 acres gross)
Fike Pond (55.00 acres gross)

SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

GENERAL

The Owner will provide the following:

(1) Authorization to begin work.
(2) Payment for work performed by the **Engineer**.
(3) Provide any available relevant data on file concerning the project.

EXHIBIT "B"

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"
Contract # 08-477-12-09

Work Authorization No.2

Aguilar Pond (47.66 acres gross)
Fike Pond (55.00 acres gross)

Scope of Services by Engineer

1. Topographic surveying
2. Engineering design of ponds and berms
3. Preparation of plans
4. Preparation of technical specifications
5. Construction Staking
6. Construction project management

EXHIBIT "C"

Work Schedule

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Contract # 08-477-12-09

Work Authorization No.2

Aguilar Pond (47.66 acres gross)

The Engineer shall provide the deliverables for this project as follows:

- 90 days from the date of written authorization to proceed.

Fike Pond (55.00 acres gross)

The Engineer shall provide the deliverables for this project as follows:

- 90 days from the date of written authorization to proceed.

EXHIBIT "D"

Engineer's Hourly Rates

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Contract # 08-477-12-09

Work Authorization No.2

Aguilar Pond (47.66 acres gross)
Fike Pond (55.00 acres gross)

1. Registered Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

EXHIBIT "E"

Project: Hidalgo County Precinct No.4 – "San Carlos Drainage Improvements"

Fee Breakdown

Contract # 08-477-12-09

Work Authorization No.2

Aguilar Pond (47.66 acres gross)

1. Engineering design, plans, specifications = $ 206,300.00
2. Construction staking = $ 12,000.00

Fee: $ 218,300.00

Fike Pond (55.00 acres gross)

1. Engineering design, plans, specifications = $ 254,900.00
2. Construction staking = $ 12,000.00

Fee = $ 266,900.00

Total fee = $ 485,200.00

AI-14289 **11.0.0.**

Pct 4-WA #2-QHA-C-08-477-12-09 (San Carlos Drainage Improv Project)
CC CONSENT

Date: 03/03/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION
Presentation for consideration, discussion, acceptance, and approval of WORK AUTHORIZATION #2 with a proposed fee of $485,200.00 with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT" (Ponds: Aguilar and Fike (102.66 gross acres) within Hidalgo County Precinct No. 4, in connection to Contract No. C-08-477-12-09.

BACKGROUND
WA #2-QHA-C-08-477-12-09(San Carlos Dr Imprv Proj)Pct 4

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 9-1204-431-00-124-036-0-339
FUNDS AVAILABLE Y/N?:
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Link: wa

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	02/26/2009 02:34 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			

Form Started By: Letty Saenz Started On: 02/26/2009 02:34 PM

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department : **Hidalgo County Precinct #4**
Contact Name: **Toni Mata**
Telephone# **(956)-383-3112**

Purchase Order Number: **61842**
Increase #**1** for this Purchase Order
Procurement Method:

- [X] Contract #C-08-477-12-09
- [ ] Cooperative Awarded Vendor (TBPC State Awarded, TCPN, TASB-Buyboard) US Communities
- [ ] Quotes over &1,000.00 (verbal quotes) (attach written quotes)
- [ ] Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: **154024**
Vendor Name: **Quintanilla,Headley&Associates**
Address: **124 East Stubbs ST.**
Edinburg, Texas 78539

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		**$ 548,100.00**
		9-1339-431-00-124-039-0-733		**$ (204,875.00)**
		9-1339-431-00-124-048-0-733		**$ 500,000.00**
		9-1339-431-00-124-060-0-733		**$ (3,400.00)**
		Amount of Increase Request		**$ 291,725.00**
		TOTAL AMOUNT		**$ 839,825.00**

Account Number: **see above**

Available Funds: $_____
Amount Liquidated: $_____

Pct. #4 Note:

Reason: **P.O. Increase needed to provide funding for Amendment to Work Authorization#2**

Authorization: _____ Department Head — **October 2, 2009** Date

Reviewed By: _____ Purchasing Department — _____ Date

Approved By: _____ Purchasing Agent — _____ Date

Approved By: _____ Hidalgo County Auditor — _____ Date

County of Hidalgo Pct. #4

Commissioner Oscar L. Garza Jr
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: MAY 06, 2009
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #2 – SUPPLEMENTAL AGREEMENT #1
"SAN CARLOS DRAINAGE IMPROVEMENTS"
C-08-477-12-09

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING WORK AUTHORIZATION **#2** – SUPPLEMENTAL #1 IN THE AMOUNT OF **$62,900.00** FOR **QUINTANILLA, HEADLEY & ASSOCIATES, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM THE FOLLOWING ACCOUNTS#:

AGUILAR POND	**9-1339-431-00-124-038-0-733**	**$ 6,800.00**
FIKE POND	**9-1339-431-00-124-039-0-733**	**$11,900.00**
DICKERSON POND	**9-1339-431-00-124-048-0-733**	**$40,800.00**
GUERRA POND	**9-1339-431-00-124-060-0-733**	**$ 3,400.00**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

• Municipal Projects
• Subdivisions
• Surveys

Quintanilla, Headley and Associates, Inc.

Consulting Engineers • Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

May 1, 2009

Mr. Oscar L. Garza, Jr.
Commissioner
Hidalgo County Precinct No.4
1102 N. Doolittle Road
Edinburg, Texas 78539

Re: San Carlos Drainage Improvements

Dear Commissioner Garza:

Enclosed please find the Supplemental Agreement No.1 for Work Authorization No.2. This is to include the engineering fees from L & G Engineering Laboratory, LLC. Please sign this form and forward it to Ms. Letty Saenz at the Purchasing Department for placement on the agenda of the Commissioners' Court.

Should you have any questions or require additional information, please feel free to call me at 381-6480.

Sincerely,

Alfonso Quintanilla, P.E., R.P.L.S.
President

HIDALGO COUNTY PCT. #4
RECEIVED BY
MAY 01 2009
RUMALDO MUÑOZ JR.
EDINBURG, TEXAS

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT FORM

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

WORK AUTHORIZATION No.2
SUPPLEMENTAL AGREEMENT No. 1

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Quintanilla, Headley and Associates, Inc., Professional Engineers of, Edinburg, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **9th** day of **December 2008** concerning engineering for Preliminary, Design and Construction Phase Services for the **San Carlos Drainage Improvements for Hidalgo County Precinct Number 4** (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 5.2 of the **Agreement**, (Special Services), establishes that the Owner shall pay the Engineer a negotiated lump sum fee for additional services; and,

WHEREAS, it has become necessary to amend the Agreement to amend the agreement to add geotechinal engineering services.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Article 2.1 of the **Agreement**, (Scope of Work), is revised to include geotechnical engineering services for 37 (thirty seven) 20 foot borings. The estimated cost for services under Work Authorization No.2 is $ 485,200.00 approved under agreement No. C-08-477-12-09. The additional cost will be $ 62,900.00 for a new amount payable under agreement C-08-477-12-09 of $ 548,100.00

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__.

HIDALGO COUNTY PRECINCT No.4

BY: _____
Oscar L. Garza, Jr., Commissioner

THE ENGINEER:
QUINTANILLA, HEADLEY & ASSOCIATES, INC

BY: _____
Alfonso Quintanilla, P.E. President

THE OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas III, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

AI-15331 **41.0.**

Interdapartmental Transfer - Pct#4 Drainage Improvement Project (1339)

CC REGULAR

Date: 05/12/2009

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Agenda Category: Budget and Management

Information

CAPTION

Pct. #4 Drainage Impovement Projects C.O. 2009 Series (1339):

Approval 2009 interdepartmental transfer within Certificate of Obligation Series 2009 from Precinct #4 Drainage Improvement Project (program 036) to Aguilar Pond (program 038) $6,800.00 & Fike Pond (program 039) $11,900.00 & Dickerson Pond (program 048) $40,800.00 & Guerra Pond (program 060) $3,400.00 to fund project expenditures.

BACKGROUND

This transfer will be to cover Work Authorization #2 - Supplemental Agreement #1 in the amount of $62,900.00 for contract #08-477-12-09

Fiscal Impact

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Jr. Munoz	05/06/2009 10:25 AM	CREATED
1	Budget & Management			NEW
2	Auditor's Office			
3	Purchasing Department			

Form Started By: Jr. Munoz Started On: 05/06/2009 10:25 AM

DATE: May 6, 2009

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2009 Pct4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-124-XXX-0-XXX

2009
Transfer
AIR - 15331

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

Contact: Rumaldo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

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
From:		
9-1339-431-00-124-036-0-890	CO2009 Pct4 Drain Improv.- Other	(62,900.00)
To:		
9-1339-431-00-124-038-0-733	CO2009 Pct4 Aguilar Pond - Drainage Ditches	$6,800.00
9-1339-431-00-124-039-0-733	CO2009 Pct4 Flke Pond - Drainage Ditches	$11,900.00
9-1339-431-00-124-048-0-733	CO2009 Pct4 Dickerson Pond - Drainage Ditches	$40,800.00
9-1339-431-00-124-060-0-733	CO2009 Pct4 Guerra Pond - Drainage Ditches	$3,400.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON:
Transfer to cover agenda item A1-15331 for Work Authorization #2 - Supplemental Agreement #1 for contract #08-477-12-09

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

San Carlos Drainage Improvement Project
Hidalgo County Pct. No. 4
C-08-477-12-09 Work Authorization No. 2 Supplemental Agreement No. 1
Geothechnical Borings

Pond Name	Acress Gross	No. of Borings	Boring Depth	Total LF	Approx. Cost
Pond No. 1 (Guerra)	18.76	2	20	40	$3,400.00
Pond No. 2 (Fike)	57.41	7	20	140	$11,900.00
Pond No. 3 (Aguilar)	47.66	4	20	80	$6,800.00
Pond No. 4 (Dickerson)	240.28	24	20	480	$40,800.00
		37		740	
			Estimated Total Fees		$62,900.00

1 boring per 10 acres

C:\Documents and Settings\rumaldo.munoz\Local Settings\Temporary Internet Files\Content.IE5\HZT992LT\Boring+Estimate+L+%26+G+Engineering[1].xls

AI-17779 **25.E.2.**

Pct. 4-Prof Engineering Services Agreement for: Building Repairs and/or Renovations (on an as needed basis)

CC REGULAR

Date:	10/06/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

a. Requesting approval of the final negotiated Professional Engineering Services Agreement (approved for negotiations by CC on 9-1-09 and as form by legal counsel) with S & B INFRASTRUCTURE, LTD. for: "BUILDING REPAIRS and/or RENOVATIONS of County owned Buildings/Structures" on an as needed basis located within Hidalgo County Precinct #4;
b. Ratification of the project specific engagement agreement with S & B INFRASTRUCTURE, LTD. (as exempted and approved by CC on 9-29-09 due to an emergency situation at the Hidalgo County Adult Detention Facility Complex) for the assessment and design of a device (to be fabricated and installed by a certified welder) to correct/repair a structural defect.

BACKGROUND

Contract Document # C-09-264-10-06-(approved by legal counsel as to form)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Possible funding source is object code 334 and 339. Please refer to attached expenditure report for funding availability as of 10/2/09.

Attachments

Link: Contract Document-S & B Infrastructure-Pct 4

Link: Draft Emergency Contract w/ S&B Infrastructure

Link: Expenditure Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/02/2009 04:52 PM	APRV
2	Budget & Management	Erika Zamora	10/02/2009 05:03 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Letty Saenz

Started On: 09/30/2009 01:56 PM

Final Approval Date: 10/02/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-09-264-10-06

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **S & B Infrastructure, LTD,** professional engineers of **McAllen, Texas**, hereinafter called the **"Engineer"**.

WITNESSETH:

Whereas, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for: **"Building Repairs and/or Renovations" (on an as needed basis)** for projects within **Hidalgo County Precinct Number 4,** hereinafter referred to as the **"Project**).

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"**- Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the

Engineer, as more particularly identified in**EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.exchange for such services.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall be for a period of **one (1) year** ; (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day

notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 **Termination of Agreement.** This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding

anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed

to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 *Services*. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services*. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D" - *Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR**. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL**. Extra travel required of **Engineer** and authorized by **Owner** to points

outside of Hidalgo County.

4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project.**

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner. 6.2 Final Payment**. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6. 1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the

Engineer's services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the

computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement.** Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be

developed in the form identified in **EXHIBIT "F" - *Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

Article 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not

be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the

Engineer, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if th **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a

result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall

pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.** No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner.** The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because

of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the

Engineer's own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide

the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then

each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be

considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage , brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business

meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**ENGINEER:**
Hidalgo County	**S & B Infrastructure, LTD**
100 E. Cano, 2nd, Floor	**5408 North 10th Street**
Edinburg, Texas 78539	**McAllen, Texas 78504**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or

oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2009.

ENGINEER:
S & B Infrastructure, LTD

BY:_____

OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on _____, 2009.

APPROVED AS TO FORM:

By:_____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-certificate of Insurance *(Hidalgo County)*

EXHIBIT A

-Scope of Services to be Provided by the Owner

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be
Provided by the Engineer

EXHIBIT "B"

Services to be Provided by the Engineer

Services to be provided by the **Engineer** will be determined at the time of negotiation and incorporated into individual Work Authorizations for activities associated with the development of building repairs and renovations.

EXHIBIT C

-Work Schedule

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT "C"

Services to be Provided by the Engineer

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 at the Design Concept Conference for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT "D"
Contract Rates

The following rates for the **Engineer** will be used in negotiating Work Authorizations in the development of the **Project**.

Rate Schedule - S&B Infrastructure, Ltd.

LABOR						
Fiscal Year	2009		2010		2011	
Job Description	Base Rate *	Contract Rate**	Base Rate *	Contract Rate**	Base Rate *	Contract Rate**
PRIME PROVIDER						
Principal	$113.65	$332.06	$119.33	$348.67	$125.30	$366.10
Director of QC / QA	$110.82	$323.79	$116.36	$339.98	$122.18	$356.98
Project Manager	$73.88	$215.86	$77.57	$226.66	$81.45	$237.99
Envineer (V), Structural	$62.00	$181.15	$65.10	$190.21	$68.36	$199.72
Engineer (V), Hydra / Civil	$56.89	$166.22	$59.73	$174.53	$62.72	$183.26
Engineer (III, IV) Civil	$50.24	$146.79	$52.75	$154.13	$55.39	$161.84
Engineer (V), MEP	$65.00	$189.92	$68.25	$199.41	$71.66	$209.38
Architect	$63.00	$184.07	$66.15	$193.28	$69.46	$202.94
Resident Engineer	$53.18	$155.38	$55.84	$163.15	$58.63	$171.31
Construction Inspector	$31.04	$90.69	$32.59	$95.23	$34.22	$99.99
Environmental Scientist	$42.84	$125.17	$44.98	$131.43	$47.23	$138.00
GIS Manager	$42.00	$122.72	$44.10	$128.85	$46.31	$135.29
GIS Technician	$30.00	$87.65	$31.50	$92.04	$33.08	$96.64
CADD Operator	$21.44	$62.64	$22.51	$65.78	$23.64	$69.06
Project Accountant	$26.81	$78.33	$28.15	$82.25	$29.56	$86.36
Secretary	$17.42	$50.90	$18.29	$53.44	$19.21	$56.11

* Base Rate = estimated raw salary without burden

**These are the labor rates to be used to negotiate work authorizations as the work progresses, including special servies and/or additional work.

Overhead = 154.07%

Multiplier = 2.9218

NON-LABOR	
Mileage	◊
Car Rental	**
Car Rental - Gas	**
Lodging	◊
Meals	◊
Air Travel	**
B&W Copy, 8-1/2 x 11	$.04 / sheet
B&W Copy, 11 x 17	$.08 / sheet
Color Copy, 8-1/2 x 11	$.50 / sheet
Color Copy, 11 x 17	$1.00 / sheet
B&W Mylars / Vellum, 11 X 17, including Plotting	$2.00 / sheet
Postage	**
Express Delivery	**

◊ at rates authorized by Hidalgo County for County Officials

**at cost or negotiated per work authorization

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 Precinct #4,** Commissioner Oscar L. Garza as to content and detail of this **Work Authorization No. ___.**

HIDALGO COUNTY PRECINCT # 4

BY: _____
Oscar L. Garza, 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.

THE ENGINEER:
(Firms Name)

_____
By: (Name of 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 _____ **2009** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Article ___ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SM SBINF-1 | DATE (MM/DD/YYYY) 12/29/08

PRODUCER

ProTECH Insurance Agency, Inc.
3120 Southwest Freeway, #100
Houston TX 77098
Phone:713-520-1090 Fax:713-529-7505

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

S & B Infrastructure, Ltd.
Attn: Diane Larrivee
P.O. Box 266245
Houston TX 77207-6245

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich-American Insurance Co.	16535
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	GLO 3729647-04	01/01/09	01/01/10	EACH OCCURRENCE	$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1000000
						MED EXP (Any one person)	$ 5000
						PERSONAL & ADV INJURY	$ 1000000
						GENERAL AGGREGATE	$ 2000000
						PRODUCTS - COMP/OP AGG	$ 2000000
A	X	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAP 3729648-04	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
						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	$
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 5343557-04	01/01/09	01/01/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$ 1000000
						E.L. DISEASE - EA EMPLOYEE	$ 1000000
						E.L. DISEASE - POLICY LIMIT	$ 1000000
		OTHER					

RECEIVED
JAN 05 2009
By 1:03pm

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is included as an Additional Insured to the extent agreed by written and signed contract

CERTIFICATE HOLDER

HIDALGO

Hidalgo County
Purchasing Department
2812 S Highway Bus 281

Edinburgh 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 C.S. Madeira

© ACORD CORPORATION 1988

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
C-09-430-09-29

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **S & B Infrastructure, LTD.,** Professional Engineers of **McAllen, Texas**, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide Engineering Services for: **"Emergency Building Repairs and/or Renovations at the Hidalgo County Adult Detention Facility (located at 701 East El Cibolo Road, Edinburg, Texas)"**.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE I
Employment of Engineer

The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform on-site civil engineering plans as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2
Character and Extent of Services

This Agreement will provide for the project with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of and fulfillment of this Agreement, as identified in **EXHIBIT "A" *-Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development and fulfillment of this Agreement as identified in **EXHIBIT "B"*-Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

ARTICLE 3
Period of Service

Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business upon completion of this project (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner**'s sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 7 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 7 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer**'s obligations under this Agreement, the **Owner** may take over the Work Schedule,

Exhibit "C" and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11, 13, 14.3 and 15 hereto.

ARTICLE 4
Progress and Coordination

The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer**'s services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer**'s office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer**'s services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner**'s comments regarding the **Engineer**'s preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer**'s services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal

agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the Scope of Services as provided by the engineer, the **Owner** shall review the approved Scope of Services with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer**'s services and work and the approved Scope of Services, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the Scope of Services goals sooner than anticipated.

ARTICLE 5
Compensation and Fees

For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 *Services.* For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the amount payable by the **Owner** to the **Engineer** for ***Services*** will be in the amount of $ _____ _____, subject to adjustment in accordance with Article 6.1 herein, will be provided in **EXHIBIT D1- *Fee Breakdown*** attached. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

ARTICLE 6
Method of Payment

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned. The **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the

work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer**'s services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer**'s services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, or (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7
Supplemental Agreements

The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D1"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 8 hereof, or changes or revisions in work, as identified in Article 9 hereof,

shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 8
Additional Work

If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D1"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 7 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 9
Changes or Revisions in Work

If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

9.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

ARTICLE 10
Ownership and Release of Documents

10.1 Ownership of Documents. All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer**'s own expense, may retain copies of such documents or any other data under this Agreement.

ARTICLE 11
Records, Accounting, Inspection

The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Schedule Exhibit "C" and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 12
Subcontracting and Assignment

The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every sub-consultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each sub-consultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 13
Engineer's Seal, Responsibility and Warranties

13.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate

engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

13.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work performed, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer**'s responsibility for all questions arising from errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

ARTICLE 14
Engineer's Resources

The **Engineer** shall furnish and maintain, at the **Engineer**'s own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

14.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

14.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the Work Authorization when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer**

presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

14.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange. Taking into consideration that the **Owner** has a significant investment in the development of the information provided, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 15
Indemnification

To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that

the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 16
Joint and Several Liability

In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 17
Insurance

The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of (**$1,000,000**) each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County Certificate of Insurance***) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "E"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the notice to proceed by the **Owner**.

ARTICLE 18
Gratuities

The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 19
Payment of Franchise Tax

The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 20
Severability

In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 21
Notices

All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

Owner: Hidalgo County
100 East Cano, 2nd Floor
Edinburg, Texas 78539

Engineer: S & B Infrastructure, LTD
5408 North 10th Street
McAllen, Texas 78504

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 22
Miscellaneous Provisions

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner**'s rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 7 herein.

ARTICLE 23
Signatory Warranty

The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Agreement for Professional Services to be effective as of the _____ day of _____, 2009.

ENGINEER:
S & B INFRASTRUCTURE, LTD.

BY: _____
Daniel O. Rios, P.E., Senior Vice President

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

_____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT D1	-Fee Breakdown
EXHIBIT E	-Certificate of Insurance (*Hidalgo County*)

EXHIBIT A

-Scope of Services to be Provided by the Owner

Exhibit "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project.

General

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 6 of this Agreement.

3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.

4) Provide any available relevant data the Owner may have on file concerning the project.

5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreement upon work schedule prepared in accordance with Exhibit "C" attached to this Agreement.

6) Attend and participate in progress meetings as required and as coordination and conducted by the Engineer.

7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

EXHIBIT B

-Scope of Services to be Provided by the Engineer

EXHIBIT C

-Work Schedule

EXHIBIT "C"

Services to be Provided by the Engineer

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 at the Design Concept Conference for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT "D"
Contract Rates

The following rates for the **Engineer** will be used in negotiating Work Authorizations in the development of the **Project**.

Rate Schedule - S&B Infrastructure, Ltd.

LABOR						
Fiscal Year	2009		2010		2011	
Job Description	Base Rate *	Contract Rate**	Base Rate *	Contract Rate**	Base Rate *	Contract Rate**
PRIME PROVIDER						
Principal	$113.65	$332.06	$119.33	$348.67	$125.30	$366.10
Director of QC / QA	$110.82	$323.79	$116.36	$339.98	$122.18	$356.98
Project Manager	$73.88	$215.86	$77.57	$226.66	$81.45	$237.99
Envineer (V), Structural	$62.00	$181.15	$65.10	$190.21	$68.36	$199.72
Engineer (V), Hydra / Civil	$56.89	$166.22	$59.73	$174.53	$62.72	$183.26
Engineer (III, IV) Civil	$50.24	$146.79	$52.75	$154.13	$55.39	$161.84
Engineer (V), MEP	$65.00	$189.92	$68.25	$199.41	$71.66	$209.38
Architect	$63.00	$184.07	$66.15	$193.28	$69.46	$202.94
Resident Engineer	$53.18	$155.38	$55.84	$163.15	$58.63	$171.31
Construction Inspector	$31.04	$90.69	$32.59	$95.23	$34.22	$99.99
Environmental Scientist	$42.84	$125.17	$44.98	$131.43	$47.23	$138.00
GIS Manager	$42.00	$122.72	$44.10	$128.85	$46.31	$135.29
GIS Technician	$30.00	$87.65	$31.50	$92.04	$33.08	$96.64
CADD Operator	$21.44	$62.64	$22.51	$65.78	$23.64	$69.06
Project Accountant	$26.81	$78.33	$28.15	$82.25	$29.56	$86.36
Secretary	$17.42	$50.90	$18.29	$53.44	$19.21	$56.11

* Base Rate = estimated raw salary without burden

** These are the labor rates to be used to negotiate work authorizations as the work progresses, including special servies and/or additional work.

Overhead = 154.07%

Multiplier = 2.9218

NON-LABOR	
Mileage	◊
Car Rental	**
Car Rental - Gas	**
Lodging	◊
Meals	◊
Air Travel	**
B&W Copy, 8-1/2 x 11	$.04 / sheet
B&W Copy, 11 x 17	$.08 / sheet
Color Copy, 8-1/2 x 11	$.50 / sheet
Color Copy, 11 x 17	$1.00 / sheet
B&W Mylars / Vellum, 11 X 17, including Plotting	$2.00 / sheet
Postage	**
Express Delivery	**

◊ at rates authorized by Hidalgo County for County Officials

** at cost or negotiated per work authorization

EXHIBIT D1

-Fee Breakdown

EXHIBIT E

-Certificate of Insurance (*Hidalgo County)*

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SM
SBINF-1

DATE (MM/DD/YYYY)
12/29/08

PRODUCER

ProTECH Insurance Agency, Inc.
3120 Southwest Freeway, #100
Houston TX 77098
Phone:713-520-1090 Fax:713-529-7505

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

S & B Infrastructure, Ltd.
Attn: Diane Larrivee
P.O. Box 266245
Houston TX 77207-6245

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich-American Insurance Co.	16535
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	GLO 3729647-04	01/01/09	01/01/10	EACH OCCURRENCE	$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1000000
						MED EXP (Any one person)	$ 5000
						PERSONAL & ADV INJURY	$ 1000000
						GENERAL AGGREGATE	$ 2000000
						PRODUCTS - COMP/OP AGG	$ 2000000
A	X	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BAP 3729648-04	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
						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	$
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 5343557-04	01/01/09	01/01/10	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$ 1000000
						E.L. DISEASE - EA EMPLOYEE	$ 1000000
						E.L. DISEASE - POLICY LIMIT	$ 1000000
		OTHER					

RECEIVED
JAN 05 2009
By 1-4:03PM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is included as an Additional Insured to the extent agreed by written and signed contract

CERTIFICATE HOLDER

HIDALGO

Hidalgo County
Purchasing Department
2812 S Highway Bus 281

Edinburgh 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
C. S. Madeira

© ACORD CORPORATION 1988

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 _____ **2009** concerning engineering for _____
(hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes
_____; and,

WHEREAS, it has become necessary to amend the contract to
_____
_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

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
001							
9-1100-432-00-124-001-0-334	PCT4 SANITATION-ARCH & ENG SRV	15,100.00	100.00	15,000.00	15,000.00	.00	100.00
001		**15,100.00**	**100.00**	**15,000.00**	**15,000.00**	**.00**	**100.00**
007							
9-1204-431-00-124-007-0-334	PCT4 P/U RD-ARCH & ENG SRV	2,000.00	.00	2,000.00	2,000.00	.00	100.00
9-1204-431-00-124-007-0-339	PCT4 P/U RD-OTHER PROF SRV	1,496.18	1,196.18	300.00	300.00	.00	100.00
007		**3,496.18**	**1,196.18**	**2,300.00**	**2,300.00**	**.00**	**100.00**
008							
9-1204-431-00-124-008-0-334	PCT4 LATERAL RD-ARCH & ENG SRV	5,000.00	.00	.00	.00	5,000.00	.00
008		**5,000.00**	**.00**	**.00**	**.00**	**5,000.00**	**.00**
081							
9-1310-431-00-124-081-0-334	PCT.4-ACACIA-ENG&ARCH SRV	560.28	560.28	.00	.00	.00	100.00
081		**560.28**	**560.28**	**.00**	**.00**	**.00**	**100.00**
086							
9-1310-431-00-124-086-0-334	PCT.4-BAR 2/CACTUS-ENG&ARCH SRV	280.30	280.30	.00	.00	.00	100.00
086		**280.30**	**280.30**	**.00**	**.00**	**.00**	**100.00**
087							
9-1310-431-00-124-087-0-334	PCT.4-BAR 2/MESQUITE-ENG&ARCH SRV	280.30	280.30	.00	.00	.00	100.00
087		**280.30**	**280.30**	**.00**	**.00**	**.00**	**100.00**
088							
9-1310-431-00-124-088-0-334	PCT.4-BAR 5/ELIZABETH-ENG&ARCH SRV	278.29	278.29	.00	.00	.00	100.00
088		**278.29**	**278.29**	**.00**	**.00**	**.00**	**100.00**
089							
9-1310-431-00-124-089-0-334	PCT.4-BAR 5/ELAINE-ENG&ARCH SRV	323.44	323.44	.00	.00	.00	100.00
089		**323.44**	**323.44**	**.00**	**.00**	**.00**	**100.00**
090							
9-1310-431-00-124-090-0-334	PCT.4-BAR 5/YVONNE-ENG&ARCH SRV	323.44	323.44	.00	.00	.00	100.00
090		**323.44**	**323.44**	**.00**	**.00**	**.00**	**100.00**
092							
9-1310-431-00-124-092-0-339	PCT.4-EL SECO/NADIA-OTHER PROF SRV	253.29	253.29	.00	.00	.00	100.00
092		**253.29**	**253.29**	**.00**	**.00**	**.00**	**100.00**
093							
9-1310-431-00-124-093-0-339	PCT.4-EL SECO/OKEECHOBEE-OTHER PROF SRV	123.86	123.86	.00	.00	.00	100.00
093		**123.86**	**123.86**	**.00**	**.00**	**.00**	**100.00**
094							
9-1310-431-00-124-094-0-334	PCT.4-EVANGELINE/ADAM-ENG&ARCH SRV	140.23	140.23	.00	.00	.00	100.00
094		**140.23**	**140.23**	**.00**	**.00**	**.00**	**100.00**
095							
9-1310-431-00-124-095-0-334	PCT.4-EVANGELINE/DESERT-ENG&ARCH SRV	140.23	140.23	.00	.00	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
095							
095		**140.23**	**140.23**	**.00**	**.00**	**.00**	**100.00**
096							
9-1310-431-00-124-096-0-334	PCT.4-EVANGELINE/G.MOLINA-ENG&ARCH SRV	140.23	140.23	.00	.00	.00	100.00
096		**140.23**	**140.23**	**.00**	**.00**	**.00**	**100.00**
097							
9-1310-431-00-124-097-0-334	PCT.4-FAYSVILLE-ENG&ARCH SRV	327.79	327.79	.00	.00	.00	100.00
097		**327.79**	**327.79**	**.00**	**.00**	**.00**	**100.00**
102							
9-1310-431-00-124-102-0-334	PCT.4-LOS TERRAZOS-ENG&ARCH SRV	402.28	402.28	.00	.00	.00	100.00
102		**402.28**	**402.28**	**.00**	**.00**	**.00**	**100.00**
103							
9-1310-431-00-124-103-0-334	PCT.4-MEADOW LANDS/TERRY-ENG&ARCH SRV	170.86	170.86	.00	.00	.00	100.00
9-1310-431-00-124-103-0-339	PCT.4-MEADOW LANDS/TERRY-OTHER PROF SRV	611.93	610.65	.00	.00	1.28	99.79
103		**782.79**	**781.51**	**.00**	**.00**	**1.28**	**99.84**
104							
9-1310-431-00-124-104-0-339	PCT.4-MEADOW LANDS/MEADOW-OTHER PROF SRV	466.59	466.59	.00	.00	.00	100.00
104		**466.59**	**466.59**	**.00**	**.00**	**.00**	**100.00**
105							
9-1310-431-00-124-105-0-339	PCT.4-MEADOW LANDS/PRARIE-OTHER PROF SRV	364.09	364.09	.00	.00	.00	100.00
105		**364.09**	**364.09**	**.00**	**.00**	**.00**	**100.00**
106							
9-1310-431-00-124-106-0-339	PCT.4-MURILLO/NORTH-OTHER PROF SRV	89.91	89.91	.00	.00	.00	100.00
106		**89.91**	**89.91**	**.00**	**.00**	**.00**	**100.00**
107							
9-1310-431-00-124-107-0-339	PCT.4-MURILLO/SOUTH-OTHER PROF SRV	165.72	165.72	.00	.00	.00	100.00
107		**165.72**	**165.72**	**.00**	**.00**	**.00**	**100.00**
111							
9-1310-431-00-124-111-0-339	PCT.4-SANDY/FIRST-OTHER PROF SRV	18.18	.00	.00	.00	18.18	.00
111		**18.18**	**.00**	**.00**	**.00**	**18.18**	**.00**
112							
9-1310-431-00-124-112-0-339	PCT.4-SANDY/SECOND-OTHER PROF SRV	838.72	.00	.00	.00	838.72	.00
112		**838.72**	**.00**	**.00**	**.00**	**838.72**	**.00**
113							
9-1310-431-00-124-113-0-334	PCT.4-SEMINARY EST-ENG&ARCH SRV	298.28	298.28	.00	.00	.00	100.00
9-1310-431-00-124-113-0-339	PCT.4-SEMINARY EST-OTHER PROF SRV	353.63	353.63	.00	.00	.00	100.00
113		**651.91**	**651.91**	**.00**	**.00**	**.00**	**100.00**
114							
9-1310-431-00-124-114-0-339	PCT.4-SIMPATICO ACRES-OTHER PROF SRV	9.00	.00	.00	.00	9.00	.00
114		**9.00**	**.00**	**.00**	**.00**	**9.00**	**.00**

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
115							
9-1310-431-00-124-115-0-339	PCT.4-SUMMERWOOD/ALBERTO-OTHER PROF SRV	76.80	76.80	.00	.00	.00	100.00
115		**76.80**	**76.80**	**.00**	**.00**	**.00**	**100.00**
116							
9-1310-431-00-124-116-0-339	PCT.4-SUMMERWOOD/BERMEA-OTHER PROF SRV	130.36	.00	.00	.00	130.36	.00
116		**130.36**	**.00**	**.00**	**.00**	**130.36**	**.00**
117							
9-1310-431-00-124-117-0-339	PCT.4-TOWNE EAST-OTHER PROF SRV	13.00	13.00	.00	.00	.00	100.00
117		**13.00**	**13.00**	**.00**	**.00**	**.00**	**100.00**
459							
9-1310-431-00-124-459-0-339	PCT.4-RANCHO NUEVO/E BARRADA-OTHER PROF	474.47	448.79	.00	.00	25.68	94.59
459		**474.47**	**448.79**	**.00**	**.00**	**25.68**	**94.59**
460							
9-1310-431-00-124-460-0-334	PCT.4-RANCHO NUEVO/N BARRADA-ENG&ARCH SR	30.51	30.51	.00	.00	.00	100.00
9-1310-431-00-124-460-0-339	PCT.4-RANCHO NUEVO/N BARRADA-OTHER PROF	262.37	262.37	.00	.00	.00	100.00
460		**292.88**	**292.88**	**.00**	**.00**	**.00**	**100.00**
070							
9-1311-431-00-124-070-0-334	BAR VI-ENG & ARCH SRV	2,894.20	750.00	.00	.00	2,144.20	25.91
9-1311-431-00-124-070-0-339	BAR VI-OTHER PROF SRV	384.17	376.87	.00	.00	7.30	98.10
070		**3,278.37**	**1,126.87**	**.00**	**.00**	**2,151.50**	**34.37**
128							
9-1311-431-00-124-128-0-334	CALMA ESTATES-ENG & ARCH SRV	334.88	335.00	.00	.00	-.12	100.04
9-1311-431-00-124-128-0-339	CALMA ESTATES-OTHER PROF SRV	438.64	438.64	.00	.00	.00	100.00
128		**773.52**	**773.64**	**.00**	**.00**	**-.12**	**100.02**
129							
9-1311-431-00-124-129-0-334	CALMA ESTATES #2-ENG & ARCH SRV	477.17	477.50	.00	.00	-.33	100.07
9-1311-431-00-124-129-0-339	CALMA ESTATES #2-OTHER PROF SRV	748.85	748.85	.00	.00	.00	100.00
129		**1,226.02**	**1,226.35**	**.00**	**.00**	**-.33**	**100.03**
130							
9-1311-431-00-124-130-0-334	CALMA ESTATES #3-ENG & ARCH SRV	1,252.90	305.00	.00	.00	947.90	24.34
9-1311-431-00-124-130-0-339	CALMA ESTATES #3-OTHER PROF SRV	744.68	286.67	.00	.00	458.01	38.50
130		**1,997.58**	**591.67**	**.00**	**.00**	**1,405.91**	**29.62**
155							
9-1311-431-00-124-155-0-334	CITRUS CITY LAKE-ENG & ARCH SRV	1,591.57	.00	.00	.00	1,591.57	.00
9-1311-431-00-124-155-0-339	CITRUS CITY LAKE-OTHER PROF SRV	138.90	.00	.00	.00	138.90	.00
155		**1,730.47**	**.00**	**.00**	**.00**	**1,730.47**	**.00**
167							
9-1311-431-00-124-167-0-334	COLONIA BIG 5-ENG & ARCH SRV	3,545.29	.00	.00	.00	3,545.29	.00
9-1311-431-00-124-167-0-339	COLONIA BIG 5-OTHER PROF SRV	6,133.62	6,097.32	.00	.00	36.30	99.41

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
167							
167		**9,678.91**	**6,097.32**	**.00**	**.00**	**3,581.59**	**63.00**
363							
9-1311-431-00-124-363-1-334	L & R GARZA-ENG & ARCH SRV	1,805.25	831.25	.00	.00	974.00	46.05
9-1311-431-00-124-363-1-339	L & R GARZA-OTHER PROF SRV	622.29	602.29	.00	.00	20.00	96.79
363		**2,427.54**	**1,433.54**	**.00**	**.00**	**994.00**	**59.05**
482							
9-1311-431-00-124-482-0-334	MORNING SIDE ESTATES-ENG & ARCH SRV	263.10	.00	.00	.00	263.10	.00
9-1311-431-00-124-482-0-339	MORNING SIDE ESTATES-OTHER PROF SRV	288.61	11.60	.00	.00	277.01	4.02
482		**551.71**	**11.60**	**.00**	**.00**	**540.11**	**2.10**
541							
9-1311-431-00-124-541-0-334	PALMA S/D #1-ENG & ARCH SRV	4,011.25	1,857.25	.00	.00	2,154.00	46.30
9-1311-431-00-124-541-0-339	PALMA S/D #1-OTHER PROF SRV	1,516.73	1,516.73	.00	.00	.00	100.00
541		**5,527.98**	**3,373.98**	**.00**	**.00**	**2,154.00**	**61.03**
543							
9-1311-431-00-124-543-0-334	PALMA S/D #2-ENG & ARCH SRV	3,839.15	1,771.75	.00	.00	2,067.40	46.15
9-1311-431-00-124-543-0-339	PALMA S/D #2-OTHER PROF SRV	1,413.21	1,413.21	.00	.00	.00	100.00
543		**5,252.36**	**3,184.96**	**.00**	**.00**	**2,067.40**	**60.64**
585							
9-1311-431-00-124-585-1-334	RAMBO ESTATES-ENG & ARCH SRV	1,937.10	893.00	.00	.00	1,044.10	46.10
9-1311-431-00-124-585-1-339	RAMBO ESTATES-OTHER PROF SRV	606.02	206.02	.00	.00	400.00	34.00
585		**2,543.12**	**1,099.02**	**.00**	**.00**	**1,444.10**	**43.22**
612							
9-1311-431-00-124-612-0-334	RENA RAE S/D-ENG & ARCH SRV	3,836.60	2,365.50	.00	.00	1,471.10	61.66
9-1311-431-00-124-612-0-339	RENA RAE S/D-OTHER PROF SRV	512.68	512.68	.00	.00	.00	100.00
612		**4,349.28**	**2,878.18**	**.00**	**.00**	**1,471.10**	**66.18**
785							
9-1311-431-00-124-785-0-334	VILLA DEL MUNDO-ENG & ARCH SRV	23.08	.00	.00	.00	23.08	.00
9-1311-431-00-124-785-0-339	VILLA DEL MUNDO-OTHER PROF SRV	4,918.40	4,882.10	.00	.00	36.30	99.26
785		**4,941.48**	**4,882.10**	**.00**	**.00**	**59.38**	**98.80**
793							
9-1311-431-00-124-793-0-334	WARE COUNTY-ENG & ARCH SRV	1,166.73	279.00	.00	.00	887.73	23.91
9-1311-431-00-124-793-0-339	WARE COUNTY-OTHER PROF SRV	397.60	.00	.00	.00	397.60	.00
793		**1,564.33**	**279.00**	**.00**	**.00**	**1,285.33**	**17.84**
274							
9-1312-431-00-124-274-0-334	FOSTER SUBDIVISION-ENG & ARCH SRVS	12,221.88	4,888.75	7,333.13	7,333.13	.00	100.00
9-1312-431-00-124-274-0-339	FOSTER SUBDIVISION-OTHER PROF SERVICES	3,888.78	3,888.78	.00	.00	.00	100.00
274		**16,110.66**	**8,777.53**	**7,333.13**	**7,333.13**	**.00**	**100.00**
300							

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
300							
9-1312-431-00-124-300-0-334	HACIENDA DE LOS VEGAS-ENG & ARCH SRV	9,980.74	3,992.30	5,988.44	5,988.44	.00	100.00
9-1312-431-00-124-300-0-339	HACIENDA DE LOS VEGAS-OTHER PROF SERVICE	3,175.69	3,175.69	.00	.00	.00	100.00
300		**13,156.43**	**7,167.99**	**5,988.44**	**5,988.44**	**.00**	**100.00**
329							
9-1312-431-00-124-329-0-334	HOEN DRIVE SUBD-ENG & ARCH SRV	50,272.49	20,109.00	30,163.49	30,163.49	.00	100.00
9-1312-431-00-124-329-0-339	HOEN DRIVE SUBD-OTHER PROFESSIONAL SRVS	15,995.79	15,995.79	.00	.00	.00	100.00
329		**66,268.28**	**36,104.79**	**30,163.49**	**30,163.49**	**.00**	**100.00**
401							
9-1312-431-00-124-401-0-334	LAKEVIEW SUBDIVISION-ENG & ARCH SRV	41,514.00	41,514.00	.00	.00	.00	100.00
9-1312-431-00-124-401-0-339	LAKEVIEW SUBDIVISION-OTHER PROF SERVICES	13,209.00	13,209.00	.00	.00	.00	100.00
401		**54,723.00**	**54,723.00**	**.00**	**.00**	**.00**	**100.00**
406							
9-1312-431-00-124-406-0-334	LAS BRISAS-ENG & ARCH SRV	19,525.00	5,115.55	14,409.45	14,409.45	.00	100.00
9-1312-431-00-124-406-0-339	LAS BRISAS-OTHER PROFESSIONAL SERVICES	6,212.50	6,212.50	.00	.00	.00	100.00
406		**25,737.50**	**11,328.05**	**14,409.45**	**14,409.45**	**.00**	**100.00**
657							
9-1312-431-00-124-657-0-334	SEMINARY VILLAGE SUBD-ENG & ARCH SRV	18,854.00	4,939.75	13,914.25	13,914.25	.00	100.00
9-1312-431-00-124-657-0-339	SEMINARY VILLAGE SUBD-OTHER PROF SRVS	5,999.00	5,999.00	.00	.00	.00	100.00
657		**24,853.00**	**10,938.75**	**13,914.25**	**13,914.25**	**.00**	**100.00**
752							
9-1312-431-00-124-752-0-334	TRENTON TERRACE-ENG & ARCH SRV	30,342.40	8,070.28	22,272.12	22,272.12	.00	100.00
9-1312-431-00-124-752-0-339	TRENTON TERRACE-OTHER PROF SERVICES	9,654.40	9,654.40	.00	.00	.00	100.00
752		**39,996.80**	**17,724.68**	**22,272.12**	**22,272.12**	**.00**	**100.00**
844							
9-1312-431-00-124-844-0-334	COL ESPERANZA #1-ENG & ARCH SRV	8,383.98	3,353.59	5,030.39	5,030.39	.00	100.00
9-1312-431-00-124-844-0-339	COL ESPERANZA #1-OTHER PROF SERVICES	2,667.63	2,667.63	.00	.00	.00	100.00
844		**11,051.61**	**6,021.22**	**5,030.39**	**5,030.39**	**.00**	**100.00**
882							
9-1312-431-00-124-882-0-334	LA FLOR ESTATES-ENG & ARCH SRV	8,192.91	3,277.16	4,915.75	4,915.75	.00	100.00
9-1312-431-00-124-882-0-339	LA FLOR ESTATES-OTHER PROF SERVICES	2,606.84	2,606.84	.00	.00	.00	100.00
882		**10,799.75**	**5,884.00**	**4,915.75**	**4,915.75**	**.00**	**100.00**
883							
9-1312-431-00-124-883-0-334	LA FLOR GARDENS-ENG & ARCH SRV	8,192.91	3,277.16	4,915.75	4,915.75	.00	100.00
9-1312-431-00-124-883-0-339	LA FLOR GARDENS-OTHER PROF SERVICES	2,606.84	2,606.84	.00	.00	.00	100.00
883		**10,799.75**	**5,884.00**	**4,915.75**	**4,915.75**	**.00**	**100.00**
886							
9-1312-431-00-124-886-0-334	LABORSITA-ENG & ARCH SRV	5,348.64	2,139.46	3,209.18	3,209.18	.00	100.00
9-1312-431-00-124-886-0-339	LABORSITA-OTHER PROF SERVICES	1,701.84	1,701.84	.00	.00	.00	100.00

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
886						
886	**7,050.48**	**3,841.30**	**3,209.18**	**3,209.18**	**.00**	**100.00**

AI-17735 **25.E.3.**

Pct#4 - Acquisition of Land and Disposition of County Owned Property
CC REGULAR

Date:	10/06/2009
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Appraisers;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Professional Appraisal Services for the Acquisition of Land and Disposition of County Owned Property for Precinct No. #4 Projects.

1st._____; 2nd._____; 3rd._____;

c. Authority for the Purchasing Department to negotiate a Professional Appraisal Services Contract with the No.1 ranked firm of _____for the provision of Appraisal Services for Precinct #4 Projects for the Acquisition of Land and Disposition of County Owned Property.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Pct#4

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

BUDGETARY IMPACT:

Services are on an As Needed Basis and funds will be appropriated as Work Authorizations are issued.

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/01/2009 12:06 PM	APRV
2	Budget & Management	Erika Zamora	10/01/2009 01:06 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/02/2009 09:19 AM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Nielda Cavazos

Started On: 09/28/2009 02:56 PM

Final Approval Date: 10/02/2009

HIDALGO COUNTY PRECINCT NO 4

FOR

Professional Appraisers/Surveyors

Acquisition of Land and Disposition of County Owned Property

GRID

Appraisers/Surveyors

	Leonel Garza, Jr., & Associates, LLC	**PROFESSIONAL Appraisal Services, Inc**	**Robinson, Duffy & Barnard, L.L.P.**
Evaluator No 1	**96**	**95**	**0**
Evaluator No 2	**95**	**93**	**0**
Total Scores	**95.50**	**94.00**	**0**
RANKING by Commissioner's Court			

* Evaluation completed by Precinct No 4 Staff

Commissioners Court agenda: September 28, 2009

AI-17704 **25.F.1.**

BCAP Invoice# 019300 & 019637 Raba-Kistner Eldora Gardens Subdivision and Invoice# 07M13-19 & 07M13-20 Millenium Eng Group North Alamo Village Pct #2

CC REGULAR

Date:	10/06/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

a. Approval of a claim from Raba-Kistner in the amount of $1,581.15 for material testing on Eldora Gardens Subdivision with authority for county auditor to issue payment after review, audit and processing procedures are completed;
b. Approval of a claim from Millenium Engineers Group, Inc. in the amount of $615.00 for material testing on North Alamo Village Subdivision with authority for county auditor to issue payment after review, audit and processing procedures are completed.

BACKGROUND

Contract expired and did not have an extension. New contract was awarded (contract requires a work authorization) no work authorization was completed.

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-252-0-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
available balance of $1,014.18, pending AI-17700 for $549.38 to post, and liquidation of PO#581540 for $102.17(for this acct only), for a total of $1,665.73 tentative balance. (Eldora Gardens)

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-494-1-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
PO # 563494 has available balance for North Alamo Village- $1,226.39

Attachments

Link: Raba Kistner Invoice #019300, 019637 Eldora Gardens
Link: Millennium Invoices #07M13.19, 07M713.20

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2009 01:02 PM	APRV
2	Budget & Management	Erika Zamora	10/01/2009 01:05 PM	APRV
3	Roland Garcia	Rolando Garcia	10/02/2009 02:22 PM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Marcie Jackson

Started On: 09/24/2009 08:48 AM

Final Approval Date: 10/02/2009

VISIT OUR WEBSITE . . . :
www.rkci.com

INVOICE

INVOICE # :019300

Engineering • Testing • Environmental • Facilities • Infrastructure

ORIGINAL

PROJECT :
AMD0905200
Hidalgo County Pct. No. 2 - Eldora

BILLING DATE :
5/22/2009

CLIENT :
A14055 Hidalgo County Precinct 2

Raba Kistner

Mr. Humberto Garza
Hidalgo County Precinct 2
301 East State
Pharr, TX 78577

REMITTANCE ADDRESS:
RABA-KISTNER CONSULTANTS, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037
PHONE (210) 699-9090

INVOICE SUMMARY INFORMATION

Gardens - Border Colonia Access Program Contract No.
C-Cap-08-018-08-26- San Juan, Hidalgo County, Texas
Proposal #: PMD09-014-00
Project Administration 10%
REVISED INVOICE 6/15/2009

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 5/9/2009

SERVICE DATE	04/10/2009	438.50
SERVICE DATE	04/17/2009	174.20
SERVICE DATE	04/28/2009	200.25
SERVICE DATE	04/29/2009	179.45
SERVICE DATE	04/30/2009	72.00
SUBTOTAL INVOICE		1,064.40
AMOUNT DUE THIS INVOICE **		1,064.40

INVOICE RECEIVED BY: Marcel Tabs ON 6/18/09
GOODS/SERVICES RECEIVED BY: Marcel Tabs ON 6/18/09

THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED

RK PROJECT MANAGER: DENNIS C. CHARKOW
CLIENT PHONE: 956-787-1891

PROJECT BUDGET SUMMARY		
Project Budget	$	5,879.00
Prior Billings		0.00
Total Available	$	5,879.00

9-1311-431-00-121-252-0-339→$1,064.40

PROJECT ACCOUNTS RECEIVABLE SUMMARY		
Amount Due This Invoice	$	1,064.40
Total of Previous Invoices - Currently Unpaid		0.00
Total Due And Payable	$	1,064.40

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.
AP Jun-09 PLEASE PAY FROM THIS INVOICE.

Raba Kistner

BILLING DATE : 5/22/2009

PROJECT : AMD0905200 A14055
Hidalgo County Pct. No. 2 - Eldora
Hidalgo County Precinct 2

INVOICE # :019300

SALARY / EXPENSE DETAILED BACKUP

DESCRIPTION	REMARKS	QUANTITY	RATE	AMOUNT
04/10/2009				
CMT FIELD & LABORATORY TESTING				
ATTERBERG LIMIT	M09-011617	1.00	70.750	70.75
MOISTURE DENSITY RELATIONSHIP	M09-011617	1.00	194.750	194.75
SIEVE ANALYSIS WASH THRU #40	M09-011617	1.00	49.000	49.00
VEHICLE TRAVEL CHARGE	M09-011617	1.00	20.000	20.00
SAMPLING TIME	M09-011617	2.50	41.600	104.00
			SUBTOTAL	**438.50**
04/17/2009				
CMT FIELD & LABORATORY TESTING				
FIELD NUCLEAR DENSITY TEST	M09-011714	4.00	17.750	71.00
VEHICLE TRAVEL CHARGE	M09-011714	1.00	20.000	20.00
TECH TIME-DENSITY TESTING	M09-011714	2.00	41.600	83.20
			SUBTOTAL	**174.20**
04/28/2009				
CMT FIELD & LABORATORY TESTING				
CONCRETE CYLINDER	M09-011862	4.00	13.000	52.00
VEHICLE TRAVEL CHARGE	M09-011862	1.00	20.000	20.00
TECH TIME-CONCRETE TESTING	M09-011862	2.50	41.600	104.00
AIR CONTENT	M09-011862	1.00	24.250	24.25
			SUBTOTAL	**200.25**
04/29/2009				
CMT FIELD & LABORATORY TESTING				
CONCRETE CYLINDER	M09-011912	4.00	13.000	52.00
VEHICLE TRAVEL CHARGE	M09-011912	1.00	20.000	20.00
TECH TIME-CONCRETE TESTING	M09-011912	2.00	41.600	83.20
AIR CONTENT	M09-011912	1.00	24.250	24.25
			SUBTOTAL	**179.45**
04/30/2009				
CMT FIELD & LABORATORY TESTING				
VEHICLE TRAVEL CHARGE	M09-011912	1.00	20.000	20.00
TECH TIME CASTING PICK UP SPEC	M09-011912	1.25	41.600	52.00
			SUBTOTAL	**72.00**

Raba Kistner

BILLING DATE :
5/22/2009

PROJECT :
AMD0905200 A14055
Hidalgo County Pct. No. 2 - Eldora
Hidalgo County Precinct 2

INVOICE # :019300

** TOTAL PROJECT AMD0905200 1,064.40

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :019637

Engineering * Testing * Environmental * Facilities Claims Infrastructure

BILLING DATE :
8/25/2009

PROJECT :
AMD0905200
Hidalgo County Pct. No. 2 - Eldora

CLIENT :
A14055 Hidalgo County Precinct 2

Raba Kistner

Mr. Humberto Garza
Hidalgo County Precinct 2
301 East State
Pharr, TX 78577

REMITTANCE ADDRESS:
RABA-KISTNER CONSULTANTS, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037
PHONE (210) 699-9090

C-CAP-08-023-09-DA
9/2/08 - 12/31/09 NO W/A

INVOICE SUMMARY INFORMATION

Gardens - Border Colonia Access Program Contract No.
C-Cap-08-018-08-26- San Juan, Hidalgo County, Texas
Proposal #: PMD09-014-00

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 8/8/2009

SERVICE DATE 07/08/2009	516.75
SUBTOTAL INVOICE	516.75
AMOUNT DUE THIS INVOICE **	516.75

THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED

RK PROJECT MANAGER: DENNIS C. CHARKOW
CLIENT PHONE: 956-787-1891

PROJECT BUDGET SUMMARY		
Project Budget	$	5,879.00
Prior Billings		2,133.85
Total Available	$	3,745.15

PROJECT ACCOUNTS RECEIVABLE SUMMARY		
Amount Due This Invoice	$	516.75
Total of Previous Invoices - Currently Unpaid		2,133.85
Total Due And Payable	$	2,650.60

CLAIMS –C.C.M. AI-17704 10/06/09
9-1311-431-00-122-252-0-339→$516.75

INVOICE RECEIVED BY: Marie Jackson ON 9/2/09
GOODS/SERVICES RECEIVED Marie Jackson ON 9/2/09

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.
AP Aug-09 **PLEASE PAY FROM THIS INVOICE.**

Raba Kistner

BILLING DATE :
8/25/2009

PROJECT :
AMD0905200 A14055
Hidalgo County Pct. No. 2 - Eldora
Hidalgo County Precinct 2

INVOICE # :019637

SALARY / EXPENSE DETAILED BACKUP

DESCRIPTION	REMARKS	QUANTITY	RATE	AMOUNT
07/08/2009				
CMT FIELD & LABORATORY TESTING				
SAMPLING TIME	M09-013061	1.00	41.600	41.60
VEHICLE TRAVEL CHARGE	M09-013061	1.00	20.000	20.00
BIT WEAR/LIMESTONE	M09-013061	26.00	3.900	101.40
CORING RIG/RENTAL	M09-013061	1.00	95.750	95.75
GENERATOR/RENTAL	M09-013061	1.00	81.000	81.00
CORING TIME/TWO MEN	M09-013061	2.00	88.500	177.00
			SUBTOTAL	**516.75**
			** TOTAL PROJECT AMD0905200	**516.75**

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
9/19/2008	07M13-19

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C.CAP.07.006.02.13
2/13/07 - 6/31/08

Terms	Due Date	Project
Due on receipt	9/19/2008	07M13-N.AlamoVillageCSJ108049421 PO563494

Description	Qty	Rate	Amount
Asphalt Cores	10	$ 30.00	$ 300.00
Asphalt Density (In-Place, Cores) Not In Contract	10	15.95	159.50
Clerical/Administrative	1	$ 40.00	$ 40.00
Engr. Technician (Asphalt)	2.75	$ 40.00	$ 110.00

INVOICE RECEIVED BY:
Maria Lichson ON 10/3/08
GOODS/SERVICES RECEIVED BY:
Maria Lichson ON 10/3/08

We thank you for your prompt payment. Please remit to the above address.

Total	$450.00 $609.50
Payments/Credits	$0.00
Balance Due	$ 450.00 $609.50

Phone #	Fax #
(956) 383-8522	(956) 383-0295

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Asphaltic Pavement Cores Report

Project Description: North Alamo Village
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: Closner Construction

M.E.G. Report Number: 07M13-19-1
Date Tested: 8-06-08
Date Reported: 8-21-08
Core Location: Roadways
Asphalt Type: D
Material Source : Frontera Materials

Maximum Specific Gravity of Bituminous Mixtures (Tex-227-F) Gr= 2.523

Test #	Location	Thickness, In.	Core Density %
1	Apache Trail 250' N of Sioux Rd Northbound Lane	1 1/2"	87.8
2	Apache Trail 750' N of Sioux Rd Southbbound Lane	1 7/8"	89.2
3	North St. 175' E of Apache Trail Westbound Lane	2"	91.9

Remarks:

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Asphaltic Pavement Cores Report

Project Description: North Alamo Village
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: Closner Construction

M.E.G. Report Number: 07M13-19-1
Date Tested: 8-06-08
Date Reported: 8-21-08
Core Location: Roadways
Asphalt Type: D
Material Source : Frontera Materials

Maximum Specific Gravity of Bituminous Mixtures (Tex-227-F) Gr= 2.523

Test #	Location	Thickness, In.	Core Density %
4	Mohawk	1 1/2"	89.4
	200' S of North St.		
	Southbound Lane		
5	Mohawk	2.13	94.6
	75' N of Sioux Rd.		
	Northbound Lane		

Remarks:

Raul Palma, Senior Materials Engineer

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
9/10/2008	07M13-20

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Terms	Due Date	Project
Net 30	10/10/2008	07M13-N.AlamoVillageCSJ108049421 PO563494

Description	Qty	Rate	Amount
Stability AVEEM			
Clerical/Administrative	1	105.00	105.00
Engr. Technician (Asphalt)	1	40.00	40.00
	0.5	40.00	20.00

P.O.# 563494

8.1311.431.00.122.494.1.339

$165.00

RECEIVED
OCT - 8 2008
HIDALGO COUNTY AUDITOR'S OFFICE

INVOICE RECEIVED BY: Marcie Jackson ON 10/7/08

GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 10/7/08

We thank you for your prompt payment. Please remit to the above address.

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Total	$165.00
Payments/Credits	$0.00
Balance Due	$165.00

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
9/10/2008	07M13-20

Bill To

Hidalgo County Precinct 2
Commissioner Hector Palacios
301 E. State St.
Pharr, Texas 78577

Terms	Due Date	Project
Net 30	10/10/2008	07M13-N.AlamoVillageCSJ108049421 PO563494

Description	Qty	Rate	Amount
Stability HVEEM STABILITY contract price Should be $105.00	1	85.00	85.00
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Asphalt)	0.5	40.00	20.00

A/P/Laura from Vendor will make corrections PD. 10/6/08 3:54.

P.O.# 563494

8.1311.431.00.122.494.1.339

$165.00

RECEIVED
OCT - 8 2008
HIDALGO COUNTY AUDITOR'S OFFICE

INVOICE RECEIVED BY: _____ ON 9/18/08
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 9/10/08

INVOICE RECEIVED BY: _____ ON 10/1/08
GOODS/SERVICES RECEIVED BY: _____ ON 10/1/08

We thank you for your prompt payment. Please remit to the above address.

Total	$165.00 $145.00
Payments/Credits	$0.00
Balance Due	$165.00 $145.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

HVeem Stability Report $105.00

Project Name: North Alamo Village
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: Closner Construction

MEG Report Number: 07M13-20-1
Date Sampled: 6-25-08
Date Reported: 8-21-08
Type: D
Sample Location: Mohawk St.

Hveem Stability

Procedure Utilized: Tex-208-F

Average Hveem Stability (%):	Specified Minimum
55	35

v

Remarks: _____

Raul Palma, Senior Materials Engineer

MILLENNIUM
ENGINEERS GROUP

PO BOX 4569
EDINBURG, TEXAS 78540-4569
TEL.: 956-383-8522
FAX: 956-383-0295

Fax

To: Marcie – Border Colonia Access Program **From:** Laura E. Martinez

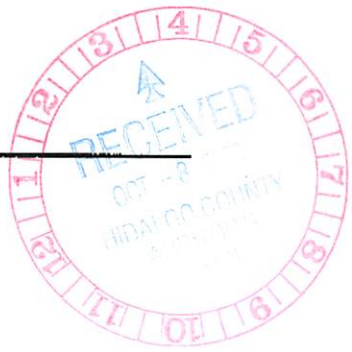
Fax: 956-787-4683 **Pages:** 2 W / COVER SHEET

Phone: **Date:** 10/6/2008

Re: As per our conversation attached please find revised invoice number 07M13-20. If you have any questions you can contact me to the numbers listed above. Thank you. **CC:**

☐ **Urgent** ☑ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments:**



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AI-17753 **25.G.1.**

Approval of Final Construction Contract-Jimenez Subdivision-CAP-Pct 3
CC REGULAR

Date:	10/06/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.3

Information

CAPTION

Approval of final construction contract (awarded by CC on 05-05-09) for C-CAP-09-130-05-05 Road & Drainage Construction for Re-Subdivision of Jimenez Plat between Hidalgo County and M Construction, LTD in the amount of $79,859.79-project engineer: Hinojosa Engineering Inc.

BACKGROUND

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up, due to entire contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-123-911-0-731/733

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

BUDGETARY IMPACT:

Refer to Requisition No. 155043. (Pending approval of Final Construction Contract)
Obj. Code 731 available balance as of 10/01/09 is $48,806.37.
Obj. Code 733 available balance as of 10/01/09 is $22,100.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-911-0-731

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

BUDGETARY IMPACT:

Refer to Requisition No. 155043. (Pending approval of Final Construction Contract)
Available balance as of 10/01/09 is $8,953.42.

Attachments

Link: jimenez contract 17753

Link: a item req 17753

Link: Cost Breakdown

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	10/01/2009 12:10 PM	APRV
2	Budget & Management	Erika Zamora	10/01/2009 01:06 PM	APRV
3	Perla Lopez	Perla Lopez	10/01/2009 02:55 PM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Yvette Islas Started On: 09/29/2009 01:26 PM

Final Approval Date: 10/02/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
CONTRACT NO: C-CAP-09-130-05-05

This Agreement, entered in to this 05 day of May, 2009 by and between Hidalgo County Precinct No. 3 (hereinafter called the "Owner," and M. Construction, LTD (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:

ROAD AND DRAINAGE CONSTRUCTION FOR RE-SUBDIVISION OF JIMENEZ PLAT

Hereinafter called "the project", for the sum of Seventy Nine Thousand Eight Hundred Fifty Nine and 79/100 ($79,859.79) and all extra work in connection therewith, under the terms and stated in the General and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Hinojosa Engineering, 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 45 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $250.00 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 WHEREOF, 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, _____ , 2009.

CONTRACTOR: _____
Print Name & Title: HUGO A MARTINEZ OWNER
Name of Firm : M CONSTRUCTION LTD
Address: P.O BOX 250
MCALLEN TX 78505
Fed. I.D. #/ SS# : 20-4037204 635-04-8420

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 13th day of August, 2009, by Hugo A. Martinez (Title) of and on behalf of Member of M Construction Management LLC General Partner of M Construction LTD ATexas Limited Partnership (A corporation)

CARMEN D. SOLIS
Notary Public, State of Texas
My Commission Expires
03/09/2013

Notary Public Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas III, County Judge

ai # 17753

Yvette Islas

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Tuesday, September 29, 2009 11:53 AM
To: Yvette, Purchaser
Cc: Marty; Norma Ceballos ; M-I-N-G-O; Valde ; Katia (Auditors)
Subject: Agenda Item Final Negotiated Contract
Attachments: contract jimenez .PDF

Yvette, please place the following item on CC agenda for Tuesday 6th October 2009:
Approval of final negotiated contract for Precinct 3 – 2nd Call Border Colonias Project: Resub Plat of Jimenez Subdivision (CSJ: 2C1080911); Awarded On: May 5th 2009
Contractor: M Construction LTD.; McAllen, TX
Project Engineer: Hinojosa Engineering, Inc.
Account: 9-1311-431-00-123-911-0-731 & 733
Contract No. C-CAP-09-130-05-05

Please see attachments and check contract numbers.
Thanks,

Agapito Vargas, Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us

Please refrain from printing this email unless completely necessary. Go Green!

RESUBDIVISION OF JIMENEZ PLAT
CSJ: 2C1080911
Cost Breakdown
Precinct 3

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
100	Exacavation	7.91	STA	$600.00	$4,746.00
134	Backfill (Type "A")	7.91	STA	$200.00	$1,582.00
247	Flexible Base (Complete in Place) (Type "D" Grade VI) (8")	546.82	CY	$28.00	$15,310.96
251	Rewrk Base Mtrl (DC)(TYD CL 2)	546.82	CY	$6.50	$3,554.33
502	Barricades, Signs and Traffic Handling	1.5	MO	$500.00	$750.00
506	Construction Exits (TY 2) (Install)	72	SY	$9.00	$648.00
506	Construction Exits (TY 2) (Remove)	72	SY	$5.00	$360.00
5249	Temporary Sediment Control Fence (Install)	780	LF	$5.00	$3,900.00
5249	Temporary Sediment Control Fence (Remove)	780	LF	$4.00	$3,120.00
530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	72	SY	$20.00	$1,440.00
	SubTotal Base Bid →				**$35,411.29**
	ALTERNATE NO.1				
310	Asphalt Material (MC-30)	475.5	GAL	$7.00	$3,328.50
310	Asphalt Concrete (Type "D")	2377.5	SY	$8.00	$19,020.00
	SubTotal Alternate No.1 →				**$22,348.50**
	DRAINAGE				
464	RCP (CL III) (18")	40	LF	$22.00	$880.00
464	RCP (CL III) (15")	500	LF	$18.00	$9,000.00
467	Safety End Treatment (Pre-Cast)	2	EA	$800.00	$1,600.00
530	Driveways (Asphalt, Concrete, Pavement)	398	SY	$15.00	$5,970.00
530	Driveways (Concrete)	186	SY	$25.00	$4,650.00
	SubTotal Drainage →				**$22,100.00**
	GrandTotal Roadwork Base Bid and Drainage →				**$57,511.29**
	GrandTotal Roadwork Base Bid and Drainage and Alternate 1 →				**$79,859.79**

Roadwork Allocation:	$ 48,806.37
25% Transfer Increase	$ -
Total Allocation and Transfer	$ 48,806.37
Low Base Bid Roadwork and Alternate 1	$57,759.79
Transferred from R&B Acct.No: 9-1203-431-00-123-911-0-731	$8,953.42
Overrun/Underrun	$ -

Drainage Allocation:	$ 22,872.55
Low Bid Drainage:	$22,100.00
Overrun/Underrun	$772.55

AI-17790 **25.H.1.**

BCAP Pct#4 - Round III - Road & Drainage Construction for Laborsita Subdivision - Award Recommendation

CC REGULAR

Date: 10/06/2009
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Agapito Vargas
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.4

Information

CAPTION

Presentation by project engineer Quintanilla Headley & Associates, Inc. of the bids received with recommendation to award to the lowest bidder meeting all specifications: Total Commitment, LLC in the amount of $48,921.00 (3rd Call) for Bid No. CAP-09-381-09-23-YSI “Road & Drainage Construction For Laborista Subdivision" and subject/pending TXDOT concurrence.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-124-886-0-731 & 733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available pending an intradepartmental transfer (AI#17736 10-6-09).

Object Code	Bal. before AI#17736	AI#17736	Bal. after AI#17736	Bidder -Cost Breakdown
731	43,500	(5,123.02)	38,376,98	36,520.00
733	5,124	7,277.00	12,401.00	12,401.00
899	2,153.98	(2,153.98)	0.00	0.00

Attachments

Link: letter, eng recomdn, sp sheet, c breakdown

Link: ai req

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2009 12:37 PM	APRV
2	Budget & Management	Erika Zamora	10/01/2009 01:36 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/02/2009 08:54 AM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Yvette Islas

Started On: 09/30/2009 03:35 PM

Final Approval Date: 10/02/2009

Agapito Vargas, Jr.
Executive Director

COLONIA ACCESS PROGRAM
County of Hidalgo

28 September 2009

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-2009-381-09-23-YSI 3rd Call Project; Laborsita Subdivision – CSJ: 3C1080886

Dear Sharon:

Attached please find information regarding the award of the above-referenced 3rd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

Quintanilla, Headley and Associates, Inc. have reviewed bids and tabulations and is recommending Total Commitment, LLC. of Mission, Texas as the low bidder for the above-referenced project. The amount budgeted for this project is $5,124.00 for drainage work and $45,653.98 for road work for a grand total of $50,777.98. Based on the low bid amount the County anticipates an under run on roadwork and an overrun on drainage work for this project. The County plans to transfer funds from roadwork to drainage to cover the shortfall.

The award will be to the low bidder Total Commitment, LLC with a low bid amount of $48,921.00. The bids received were as follows:

- Sascon, Inc. $76,181.00
- Total Commitment $48,921.00
- Saenz Utilities $62,143.00
- IOC Company $82,322.35

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577
Equal Opportunity Employer

- JM Construction $77,300.00
- O.G. Construction Co., LLC $64,408.50
- Saenz Paving $55,668.00
- Mission Paving Co. Inc. $59,561.00
- M Construction $49,676.00

Commissioner Oscar L. Garza concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program

Cc: Commissioner Oscar L. Garza, Hidalgo County Precinct 4 (Ltr Copy Only)
Valde Guerra, Commissioner's Court Executive Officer (email)
Juan Manuel Carranza, Chief Administrator Precinct 4 (email)
Janie Alejos, Administrative Assistant, Precinct 4 (email)
Katie Garcia, HCCAP Auditor (email)
Yvette Islas, HCCAP Buyer II (email)
Project files

• Municipal Projects
• Subdivisions
• Surveys

Quintanilla, Headley and Associates, Inc.
Consulting Engineers • Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.
Registration Number F-1513

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

September 25, 2009

Agapito Vargas, Jr., HCCAP Director
Hidalgo County Border Access Program
301 E. State Street
Pharr, TX78577

Re: "Road & Drainage Construction for Laborsita Subdivision"
Bid No.: CAP-2009-381-09-23-YSI

Dear Mr. Vargas:

Bids for the above mentioned project were received and opened on September 23, 2009. Nine bids were received and are as follows:

1.	Saenz Utilities	$ 62,143.00
2.	Total Commitment, LLC	$ 48,921.00
3.	JM Construction	$ 77,300.00
4.	OG Construction Co., LLC	$ 64,408.50
5.	Mission Paving Co., Inc.	$ 59,561.00
6.	M Construction	$ 49,676.00
7.	IOC Company, LLC	$ 82,322.35
8.	Saenz Paving	$ 55,668.00
9.	Sascon Inc.	$ 76,181.00

We have reviewed and checked the bids and they are correct.

We are recommending that this contract be awarded to Total Commitment, LLC in the amount of $48,921.00.

Should you have any questions or require additional information, please let us know. Thank You.

Respectfully,

Eulalio Ramirez, P.E.
Project Manager

Bid Tabulation for Laborsita Subdivision Bid No. 09-381-09-23-YSI

		Saenz Utilities		Total Commitment, LLC		JM Construction		OG Construction Co., LLC		Mission Paving Co., Inc.	
TXDOT Item No	Est Quantity	Unit Price	Total Ext	Unit Price	Total Ext	Unit Price	Total Ext	Unit Price	Total Ext	Unit Price	Total Ext
100	6.00	$ 350.00	$ 2,100.00	$ 300.00	$ 1,800.00	$ 800.00	$ 4,800.00	$ 600.00	$ 3,600.00	$ 131.25	$ 787.50
134	6.00	$ 350.00	$ 2,100.00	$ 200.00	$ 1,200.00	$ 600.00	$ 3,600.00	$ 300.00	$ 1,800.00	$ 135.50	$ 813.00
152	2,000.00	$ 2.00	$ 4,000.00	$ 1.50	$ 3,000.00	$ 4.00	$ 8,000.00	$ 2.20	$ 4,400.00	$ 1.45	$ 2,900.00
247	2,000.00	$ 6.15	$ 12,300.00	$ 5.00	$ 10,000.00	$ 7.00	$ 14,000.00	$ 7.50	$ 15,000.00	$ 5.75	$ 11,500.00
260	2,000.00	$ 2.70	$ 5,400.00	$ 1.00	$ 2,000.00	$ 2.00	$ 4,000.00	$ 3.29	$ 6,580.00	$ 1.85	$ 3,700.00
260	2,000.00	$ 1.80	$ 3,600.00	$ 1.25	$ 2,500.00	$ 3.00	$ 6,000.00	$ 2.10	$ 4,200.00	$ 0.75	$ 1,500.00
310	320.00	$ 4.50	$ 1,440.00	$ 2.50	$ 800.00	$ 6.00	$ 1,920.00	$ 8.00	$ 2,560.00	$ 7.35	$ 2,352.00
340	1,600.00	$ 7.00	$ 11,200.00	$ 7.20	$ 11,520.00	$ 9.00	$ 14,400.00	$ 8.00	$ 12,800.00	$ 7.80	$ 12,480.00
500	1.00	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 900.00	$ 900.00	$ 2,250.00	$ 2,250.00
502	3.00	$ 2,500.00	$ 7,500.00	$ 750.00	$ 2,250.00	$ 1,000.00	$ 3,000.00	$ 200.00	$ 600.00	$ 500.00	$ 1,500.00
530	1.00	$ 900.00	$ 900.00	$ 450.00	$ 450.00	$ 1,000.00	$ 1,000.00	$ 4,000.00	$ 4,000.00	$ 100.00	$ 100.00
530	297.00	$ 13.00	$ 3,861.00	$ 20.00	$ 5,940.00	$ 25.00	$ 7,425.00	$ 8.00	$ 2,376.00	$ 38.50	$ 11,434.50
556	2.00	$ 450.00	$ 900.00	$ 200.00	$ 400.00	$ 800.00	$ 1,600.00	$ 300.00	$ 600.00	$ 550.00	$ 1,100.00
556	225.00	$ 18.00	$ 4,050.00	$ 22.00	$ 4,950.00	$ 23.00	$ 5,175.00	$ 16.50	$ 3,712.50	$ 26.00	$ 5,850.00
556	36.00	$ 22.00	$ 792.00	$ 26.00	$ 936.00	$ 30.00	$ 1,080.00	$ 30.00	$ 1,080.00	$ 29.00	$ 1,044.00
5249	50.00	$ 5.00	$ 250.00	$ 2.50	$ 125.00	$ 3.00	$ 150.00	$ 3.00	$ 150.00	$ 3.00	$ 150.00
5249	50.00	$ 5.00	$ 250.00	$ 1.00	$ 50.00	$ 3.00	$ 150.00	$ 1.00	$ 50.00	$ 2.00	$ 100.00
total			**$ 62,143.00**		**$ 48,921.00**		**$ 77,300.00**		**$ 64,408.50**		**$ 59,561.00**
Bid Bond/Cashier Check			**Bid Bond**		**Bid Bond**		**Bid Bond**		**Bid Bond**		**Bid Bond**

		M Construction LTD		IOC Company, LLC		Saenz Paving		Sascon Inc.	
TXDOT Item No	Est Quantity	Unit Price	Total Ext	Unit Price	Total Ext	Unit Price	Total Ext	Unit Price	Total Ext
100	6.00	$ 300.00	$ 1,800.00	$ 349.00	$ 2,094.00	$ 600.00	$ 3,600.00	$ 1,200.00	$ 7,200.00
134	6.00	$ 300.00	$ 1,800.00	$ 2,300.00	$ 13,800.00	$ 300.00	$ 1,800.00	$ 600.00	$ 3,600.00
152	2,000.00	$ 1.00	$ 2,000.00	$ 1.85	$ 3,700.00	$ 1.75	$ 3,500.00	$ 2.10	$ 4,200.00
247	2,000.00	$ 6.00	$ 12,000.00	$ 6.70	$ 13,400.00	$ 6.00	$ 12,000.00	$ 7.00	$ 14,000.00
260	2,000.00	$ 1.00	$ 2,000.00	$ 2.40	$ 4,800.00	$ 2.00	$ 4,000.00	$ 3.00	$ 6,000.00
260	2,000.00	$ 1.00	$ 2,000.00	$ 2.10	$ 4,200.00	$ 1.25	$ 2,500.00	$ 2.00	$ 4,000.00
310	320.00	$ 6.00	$ 1,920.00	$ 4.10	$ 1,312.00	$ 4.00	$ 1,280.00	$ 6.00	$ 1,920.00
340	1,600.00	$ 7.50	$ 12,000.00	$ 7.10	$ 11,360.00	$ 7.50	$ 12,000.00	$ 6.75	$ 10,800.00
500	1.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 500.00	$ 500.00	$ 7,000.00	$ 7,000.00
502	3.00	$ 500.00	$ 1,500.00	$ 773.00	$ 2,319.00	$ 500.00	$ 1,500.00	$ 2,000.00	$ 6,000.00
530	1.00	$ 450.00	$ 450.00	$ 6,690.00	$ 6,690.00	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00
530	297.00	$ 13.00	$ 3,861.00	$ 29.75	$ 8,835.75	$ 16.00	$ 4,752.00	$ 15.00	$ 4,455.00
556	2.00	$ 450.00	$ 900.00	$ 700.00	$ 1,400.00	$ 500.00	$ 1,000.00	$ 600.00	$ 1,200.00
556	225.00	$ 15.00	$ 3,375.00	$ 19.00	$ 4,275.00	$ 22.00	$ 4,950.00	$ 18.00	$ 4,050.00
556	36.00	$ 20.00	$ 720.00	$ 26.85	$ 966.60	$ 26.00	$ 936.00	$ 21.00	$ 756.00
5249	50.00	$ 4.00	$ 200.00	$ 2.60	$ 130.00	$ 5.00	$ 250.00	$ 5.00	$ 250.00
5249	50.00	$ 3.00	$ 150.00	$ 0.80	$ 40.00	$ 2.00	$ 100.00	$ 5.00	$ 250.00
total			**$ 49,676.00**		**$ 82,322.35**		**$ 55,668.00**		**$ 76,181.00**
Bid Bond/Cashier Check			**Bid Bond**		**Bid Bond**		**Bid Bond**		**Bid Bond**

Laborsita Subdivision
CSJ: 3C1080886
Cost Breakdown
Precinct 4

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
100	Preparing ROW	6	STA	$300.00	$1,800.00
134	Backfill	6	STA	$200.00	$1,200.00
152	6" Road Grader Wrk (Dens Cont) Subgrade	2000	SY	$1.50	$3,000.00
247	8" Fl BS (DC) (TY D GR6 CL III)	2000	SY	$5.00	$10,000.00
260	Lime Treatment (3%) (Subgr)	2000	SY	$1.00	$2,000.00
260	Lime Treated Base 1.5%	2000	SY	$1.25	$2,500.00
310	ASPH Matrl (MC-30)	320	GAL	$2.50	$800.00
340	Asph Conc ACP Surface (TY "D") (1.5") (W/Prime Coat)	1600	SY	$7.20	$11,520.00
500	Mobilization	1	LS	$1,000.00	$1,000.00
502	Barricades, Signs and Traffic Handling	3	MO	$750.00	$2,250.00
530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	1	EA	$450.00	$450.00
	Total Base Bid	→			**$36,520.00**
	DRAINAGE				
530	Driveways (Asphalt, Concrete, Pavement)	297	SY	$20.00	$5,940.00
556	Safety End Treatment	2	SY	$200.00	$400.00
556	15" ADS Corrugated Pipe	225	SY	$22.00	$4,950.00
556	18" RCP Storm Drain CL III	36	LF	$26.00	$936.00
5249	Temp Sedmt Cont Fence	50	LF	$2.50	$125.00
5249	Temp Sedmt Cont Fence (Remove)	50	LF	$1.00	$50.00
	SubTotal Drainage	→			**$12,401.00**
	GrandTotal Roadwork Base Bid and Drainage	→			**$48,921.00**

Roadwork Allocation:	$ 43,500.00
25% Transfer Increase	$ -
Contingency Available	$ 2,153.98
Total Allocation, Contingency, and Transfer	$ 45,653.98
Total Roadwork Bid	$36,520.00
Overrun/Underrun	$ 9,133.98
Transfer Out Contingency to Drainage	$ 2,153.98
Transfer Out Roadwork to Drainage	$ 5,123.02
Funds available	$ 1,856.98

Drainage Allocation:	$ 5,124.00
Transfer from Roadwork & Contin.	$7,277.00
Total Alloc. and Transfer	$ 12,401.00
Low Bid Drainage:	$12,401.00
Overrun/Underrun	$ -

ai
17790

Yvette Islas

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, September 30, 2009 2:54 PM
To: Yvette, Purchaser; Marty
Cc: Janie Alejos; gloria.beltran@co.hidalgo.tx.us; juan.carranza@co.hidalgo.tx.us; Marcie Jackson; Katia (Auditors); dina.trevino@co.hidalgo.tx.us; 'Agapito Vargas'
Subject: Low Bid Award - Agenda Item

Yvette, please place the following item on CC agenda for Tuesday 6th October 2009:
Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project: Laborsita Subdivision (CSJ: 3C1080886); Project Located in Precinct 4
Low Bidder: Total Commitment, LLC; Mission, TX
Project Engineer: Quintanilla, Headley and Associates, Inc.
Account: 9-1312-431-00-123-886-0-731 & 733

Attached is correspondence to TXDOT requesting concurrence, engineer's letter of recommendation, cost breakdown, and engineer's tabulation sheet.
Thanks,

Agapito Vargas, Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us

Please refrain from printing this email unless completely necessary. Go Green!