

AI-22328
Claim of AT&T
CC REGULAR

6.D.

Date: 08/10/2010
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	Sylvia Solis	08/04/2010 04:26 PM	APRV
2	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Aida Alvarez
Started On: 08/04/2010 02:12 PM
Final Approval Date: 08/06/2010

AI-22330

6.E.

Claim of Jose A. Salazar

CC REGULAR

Date: 08/10/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Jose A. Salazar

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	08/04/2010 04:26 PM	APRV
2	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Aida Alvarez
Started On: 08/04/2010 02:17 PM
Final Approval Date: 08/06/2010

AI-22332

6.F.

Claim of Martin Torres

CC REGULAR

Date: 08/10/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Martin Torres

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	08/04/2010 04:26 PM	APRV
2	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Aida Alvarez
Started On: 08/04/2010 02:21 PM
Final Approval Date: 08/06/2010

AI-22374

6.G.

**C-1947-10-A; Maria Asucena Balendran, et al v. Hidalgo County
CC REGULAR**

Date: 08/10/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Closed Session

Information

CAPTION

C-1947-10-A; Maria Asucena Balendran, et al v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2010 08:00 AM	APRV
2	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Monica Badillo
Started On: 08/05/2010 04:57 PM
Final Approval Date: 08/06/2010

AI-22372

6.H.

**C-2363-10-H; Eusebio Martinez, Jr. v. Hidalgo County Sheriff's Department
CC REGULAR**

Date: 08/10/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Closed Session

Information

CAPTION

C-2363-10-H; Eusebio Martinez, Jr. v. Hidalgo County Sheriff's Department

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2010 07:59 AM	APRV
2	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Monica Badillo
Started On: 08/05/2010 04:52 PM
Final Approval Date: 08/06/2010

AI-22368

6.I.

C-2352-10-J; Jose Arriaga v. Hidalgo County Drainage District No. 1 and Hidalgo County, Texas

CC REGULAR

Date: 08/10/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Closed Session

Information

CAPTION

C-2352-10-J; Jose Arriaga v. Hidalgo County Drainage District No. 1 and Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2010 07:58 AM	APRV
2	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Monica Badillo
Started On: 08/05/2010 04:46 PM
Final Approval Date: 08/06/2010

AI-22329
Claim of AT&T
CC REGULAR

7.D.

Date: 08/10/2010
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	Sylvia Solis	08/04/2010 04:26 PM	APRV
2	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Aida Alvarez
Started On: 08/04/2010 02:15 PM
Final Approval Date: 08/06/2010

AI-22331

7.E.

Claim of Jose A. Salazar

CC REGULAR

Date: 08/10/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Jose A. Salazar

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	08/04/2010 04:26 PM	APRV
2	Auditor's Office		08/06/2010 05:20 PM	NEW
Form Started By: Aida Alvarez			Started On: 08/04/2010 02:19 PM	
Final Approval Date: 08/06/2010				

AI-22333

7.F.

Claim of Martin Torres

CC REGULAR

Date: 08/10/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Martin Torres

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	08/04/2010 04:26 PM	APRV
2	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Aida Alvarez
Started On: 08/04/2010 02:22 PM
Final Approval Date: 08/06/2010

AI-22375

7.G.

**C-1947-10-A; Maria Asucena Balendran, et al v. Hidalgo County
CC REGULAR**

Date: 08/10/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Open Session

Information

CAPTION

C-1947-10-A; Maria Asucena Balendran, et al v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2010 08:00 AM	APRV
2	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Monica Badillo
Started On: 08/05/2010 04:57 PM
Final Approval Date: 08/06/2010

AI-22373

7.H.

**C-2363-10-H; Eusebio Martinez, Jr. v. Hidalgo County Sheriff's Department
CC REGULAR**

Date: 08/10/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Open Session

Information

CAPTION

C-2363-10-H; Eusebio Martinez, Jr. v. Hidalgo County Sheriff's Department

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2010 07:59 AM	APRV
2	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Monica Badillo
Started On: 08/05/2010 04:52 PM
Final Approval Date: 08/06/2010

AI-22369

7.I.

C-2352-10-J; Jose Arriaga v. Hidalgo County Drainage District No. 1 and Hidalgo County, Texas

CC REGULAR

Date: 08/10/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Open Session

Information

CAPTION

C-2352-10-J; Jose Arriaga v. Hidalgo County Drainage District No. 1 and Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2010 07:58 AM	APRV
2	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Monica Badillo
Started On: 08/05/2010 04:47 PM
Final Approval Date: 08/06/2010

AI-22311

10.B.

**State Farm Insurance Company Settlement Check
CC REGULAR**

Date: 08/10/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval to accept a settlement check from State Farm Insurance Company in the amount of \$200.00 in connection with the wrecker service for an auto accident with County vehicle (Facilities Mgmt. Dept.)

BACKGROUND

DOL: 06/08/10
Total Loss Vehicle

Acct #: 0-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/03/2010 03:04 PM	APRV
2	Erika Zamora	Erika Zamora	08/06/2010 09:39 AM	APRV
3	Auditor's Office		08/06/2010 05:20 PM	NEW
Form Started By: Aida Alvarez			Started On: 08/03/2010 02:51 PM	
Final Approval Date: 08/06/2010				

AI-22377
CEDS Update
CC REGULAR

11.A.

Date: 08/10/2010
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Update on Hidalgo County's Comprehensive Economic Development Strategy.

BACKGROUND

Michael Uhrbrock from UTPA will be presenting.

Fiscal Impact

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

BUDGETARY IMPACT:
Project funded with EDA grant.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2010 09:25 AM	APRV
2	Roland Garcia	Rolando Garcia	08/06/2010 12:54 PM	APRV
3	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Erika Reyna
Started On: 08/06/2010 08:32 AM

Final Approval Date: 08/06/2010

AI-22379

11.B.

**Resolution Regarding Immigration
CC REGULAR**

Date: 08/10/2010
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Discussion and approval of resolution regarding immigration.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No Fiscal Impact

Attachments

Link: [Resolution](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2010 09:28 AM	APRV
2	Roland Garcia	Rolando Garcia	08/06/2010 04:20 PM	APRV
3	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Erika Reyna

Started On: 08/06/2010 08:55 AM

Final Approval Date: 08/06/2010

County of Hidalgo

State of Texas

Resolution

WHEREAS, historically, the cities and towns of the United States as a melting pot of multiple cultures and nationalities based on our nation's history of welcoming immigrants; and

WHEREAS, when admitted through a well-regulated system, immigrants strengthen the United States by creating economic opportunities, increasing America's scientific and cultural resources, strengthening our ties with other nations, fulfilling humanitarian commitments, and supporting family ties and family values that are necessary to build strong communities; and

WHEREAS, despite increases in border security and upgrades in tracking technology, the U.S. Census Bureau estimates that approximately 500,000 people continue to enter the U.S. illegally each year;

NOW, THEREFORE, BE IT RESOLVED BY THE HIDALCO COUNTY COMMISSIONERS' COURT THAT

- (1) The federal government has the responsibility to keep the borders of this nation safe and secure for the safety of all Americans, and
- (2) That this court supports upholding the immigration laws of the United States.

SIGNED THIS _____ DAY OF AUGUST 2010.

RENE A. RAMIREZ
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

OSCAR L. GARZA, JR.
County Commissioner, Pct. 4

Attested to:

ARTURO GUAJARDO, JR.
County Clerk

AI-22378

11.C.

**Resolution of Support
CC REGULAR**

Date: 08/10/2010
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Discussion and approval of resolution and a letter of support for the project of the Rio South Texas Regional Planning Consortium to apply for grant funding from the U.S. Department of Housing and Urban Development.

BACKGROUND

Fiscal Impact

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

No fiscal impact. Resolution to be presented at Commissioners' Court.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2010 09:27 AM	APRV
2	Roland Garcia	Rolando Garcia	08/06/2010 12:57 PM	APRV
3	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Erika Reyna
Started On: 08/06/2010 08:46 AM
Final Approval Date: 08/06/2010

AI-22385

11.D.

**Report regarding Hurricane Alex
CC REGULAR**

Date: 08/10/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Submitted For: Judge Ramirez
Department: EXECUTIVE OFFICE
Agenda Category: County Judge's Office

Information

CAPTION

Status Report on Hurricane Alex's recovery efforts including available assistance and hot-line information

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2010 02:09 PM	APRV
2	Auditor's Office		08/06/2010 05:20 PM	NEW
Form Started By: Monica Badillo			Started On: 08/06/2010 01:39 PM	
Final Approval Date: 08/06/2010				

AI-22337
Claim Invoice
CC REGULAR

12.A.

Date: 08/10/2010
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

Requesting approval of payment to the Federal Law Enforcement Training Center in the amount of \$463.65.

BACKGROUND

On April 26-30, 2010, Sergeant Orlando Cantu attended the "State and Local Court Security Seminar" in Glynco, Georgia. The seminar was sponsored by the United States Marshals Service and the Federal Law Enforcement Training Center (FLETC). The billing was to be done through FLETC 30-45 days after the attendee had completed training. Contact was made with FLETC on several occasions prior to the training requesting a W-9 to enable us to open a Purchase Order. A response was made by Ms. Freda Farley (USMS) affirming that billing would be done after the class.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1220-421-00-280-004-0-584
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available balance as of 8-6-10 \$5,033.72

Attachments

Link: [Federal Law Enforcement Training Center](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	08/04/2010 04:47 PM	APRV
2	Budget & Management	Erika Zamora	08/05/2010 08:08 AM	APRV
3	Manuel Chapa	Manuel Chapa	08/06/2010 08:10 AM	APRV
4	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Rosie Hinojosa

Started On: 08/04/2010 03:22 PM

Final Approval Date: 08/06/2010

AI-22397

12.B.

**Interlocal Agreement for E911 Public Safety Answering Point Services
CC REGULAR**

Date: 08/10/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Submitted For: Chief Martinez
Department: EXECUTIVE OFFICE
Agenda Category: Sheriff's Office

Information

CAPTION

Approval of Interlocal Agreement for E9-1-1 Public Safety Answering Point Services between Lower Rio Grande Valley Development Council and Hidalgo County (Sheriff's Office)

BACKGROUND

Fiscal Impact

Attachments

Link: [Interlocal](#)

Form Routing/Status

Form Started By: Monica Badillo Started On: 08/06/2010 05:12
PM
Final Approval Date: 08/06/2010

INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **Lower Rio Grande Valley Development Council** (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **Hidalgo County** and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **Hidalgo County Sheriff's Office** (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least

10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Hidalgo County Sheriff's Office PSAP(s) located at 711 E. El Cibolo Road Edinburg, Texas 78542;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by Hidalgo County and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall **purchase** supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising

between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

**Lower Rio Grande Valley Development Council
311 N. 15th Street
McAllen, Texas 78501**

The Local Government's address is:

**Hidalgo County Sheriff's Office
711 E. El Cibolo Rd.
Edinburg, Texas 78542**

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2009 and shall terminate on August 31, 2011.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17: Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

**Lower Rio Grande Valley Development
Council**

Hidalgo County

By: _____

By: _____

Printed Name: Kenneth Jones

Printed Name: Rene A. Ramirez

Title: Executive Director

Title: County Judge

Date: _____

Date: _____

**Attachment A
Ownership Agreement**

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at **Hidalgo County Sheriff's Office**, in **Hidalgo** County, to be the property of **Lower Rio Grande Valley Development Council**, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Lower Rio Grande Valley Development Council

Hidalgo County

By: _____

By: _____

Printed Name: Kenneth Jones

Printed Name: _____

Title: Executive Director

Title: County Judge

Date: _____

Date: _____

Attachment B

Transfer of Ownership Form

As stipulated in Article 3 of the Agreement between Lower Rio Grande Valley Development Council (RPC) and Hidalgo County (Local Government) dated September 01, 2009 the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: _____Yes _____No

Proceeds, if any: _____

Approved by: _____

Title: _____

Comptroller

Date: _____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: _____
Executive Director (or other appropriate title of agency head)

Date: _____

Attachment C Scope of Work

[Include specific activities to be performed, including but not limited to, standards for the use of answering points and the creation of new answering points, inventory/equipment categories, coordination, insurance, technical activities, operating procedures, frequency of testing, event reporting, etc. to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Attachment D

PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors.

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per **quarter**;
2. List of service affecting issues once per **quarter**;
3. Certification of TTY/TDD testing once **every 6 months**; and
4. TTY/TDD call logs.

Quality Assurance Inspections

RPC personnel will conduct site visits at least **twice per year** to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation
2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation
3. Commission Program Policy Statements:
http://www.911.state.tx.us/browse.php/program_policy_statements

Link: [PARS](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/03/2010 03:00 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	08/06/2010 04:07 PM	APRV
3	Sylvia Solis	Sylvia Solis	08/06/2010 05:18 PM	APRV
4	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Dan Beltran

Started On: 08/03/2010 02:33 PM

Final Approval Date: 08/06/2010

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2011-035282 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$406,039.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 09/01/2010 and ends on 08/31/2011. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2011-035282-001 Tuberculosis Prevention and Control - State
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

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

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176037

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

CONTRACT NO. 2011-035282
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO. 0000364703

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: Tuberculosis Prevention and Control - State

TERM:09/01/2010 THRU: 08/31/2011

SECTION I. STATEMENT OF WORK:

A. PROVISION OF SERVICES

Throughout the Contractor's defined service area of Hidalgo, Contractor shall provide basic services and associated activities for tuberculosis (TB) prevention and control, as well as conducting additional activities to target special populations with individuals who have TB or who are at high risk of developing TB.

Contractor shall provide these services in compliance with the following:

- DSHS' most current version of the Standards of Performance for the Prevention and Control of Tuberculosis, available at <http://www.dshs.state.tx.us/idcu/disease/tb/publications/default.asp>;
- DSHS' TB Policy and Procedures Manual, available at <http://www.dshs.state.tx.us/idcu/disease/tb/publications/default.asp>;
- DSHS Standards for Public Health Clinic Services, Revised August 31, 2004 available at <http://www.dshs.state.tx.us/qmb/dshsstndrds4clinicservs.pdf> ;
- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB available at <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm>
- Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine, Vol. 161, pp. 1376-1395, 2000) at <http://ajrccm.atsjournals.org/cgi/content/full/161/4/1376> ;
- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003 available at <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm> ;
- Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000 at <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr4906a1.htm> ;
- Updated: Adverse Event Data and Revised American Thoracic Society/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31) at [http://www.eclipsconsult.com/eclips/article/Pulmonary%20Disease/S8756-3452\(08\)70243-3](http://www.eclipsconsult.com/eclips/article/Pulmonary%20Disease/S8756-3452(08)70243-3) ; and

- Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 at <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm>

Contractor shall comply with all applicable federal and state regulations and statues, including, but not limited to, the following:

- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, subchapter B
- Communicable Disease Prevention and Control Act, Health and Safety Code, Chapter 81
- Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89;
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases; and
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

B. REPORTING

Because of the inherent time to complete treatment for tuberculosis disease and latent tuberculosis infection in relation to the period of this Program Attachment, required reporting under this Program Attachment will show results for work performed under previous Program Attachments under the overall DSHS Contract.

Contractor shall provide a narrative report, in the format provided by DSHS, on their performance goals, objectives, and screening activities, including how Contractor has complied with all the requirements of this Program Attachment. That report shall include a detailed analysis of performance related to the performance measures listed below and a progress report of activities in January through December. The narrative program report shall be sent to the Texas Department of State Health Services, TB Services Branch, Mail Code 1939, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347 via regular mail, fax, or e-mail. Contractor shall maintain the documentation used to calculate performance measures as required by the General Provisions Records Retention Article and by the Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records. Report periods and due dates are as follows:

PERIOD COVERED	DUE DATE
January – December 2010	March 1, 2011

Contractor shall send all initial reports of confirmed and suspected TB cases to DSHS within seven (7) working days of identification or notification. Any updates to initial DSHS' Report of Cases and Patient Services Form (TB-400) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be sent within thirty (30) calendar days from when the change occurred to DSHS at 1100 West 49th Street, Mail Code 1939, PO Box 149347, Austin, Texas 78714-9347.

Contractor shall send an initial report of contacts on all Class 3 TB cases and smear-positive Class 5 TB suspects within thirty (30) days of identification using DSHS' Report of Contacts Form (TB-340

and TB-341). Any new follow-up information (not included in the initial report) related to the evaluation and treatment of contacts shall be sent to DSHS on the TB-340 and TB-341 at intervals of 90 days, 120 days, and 2 years after the day Contractor became aware of the TB case.

Electronic reporting to DSHS for Class 3 TB cases, smear positive Class 5 TB suspects, and their contacts may become available during the term of this Program Attachment. Once notified of this option by DSHS, Contractor may avail itself of this option if it adheres to all the electronic reporting requirements (including system requirements) provided at that time.

Contractor shall collect information to determine the number of persons who received from the Contractor at least one TB service, including but not limited to: tuberculin skin tests; chest radiographs; health care worker services; or treatment with one or more anti-tuberculosis medications.

Contractor shall perform all activities under this Contract in accordance with Contractor's work plans (attached as Exhibit A), and the detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract know of the change(s).

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, as shown in SECTION VI. BUDGET, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract or any other method of determining compliance.

1. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Direct Observed Therapy (DOT);
2. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less; **Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.* If data indicates that fewer than 83% of TB cases eligible to complete treatment within 12 months actually complete that therapy in a timely and appropriate manner, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.

3. TB cases with initial cultures positive for *Mycobacterium tuberculosis* complex shall be tested for and have drug susceptibility results documented in their medical record. If data indicates a compliance rate for this Performance Measure of less than 97%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.
4. Newly-reported cases of TB cases with Acid-fast Bacillus (AFB) positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment. If data indicates a compliance rate for this Performance Measure of less than 43%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.
5. Newly-reported TB cases shall have an HIV test performed (unless they are known HIV-positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the schedule provided herein. If fewer than 78% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.
6. Newly-reported suspected cases of TB disease shall be started in a timely manner on the recommended initial 4-drug regimen. If fewer than 93% of newly-reported TB cases are started on an initial 4-drug regimen, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.
7. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case. If data indicates a compliance rate for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.
8. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TB infection and disease. If data indicates a compliance rate for this Performance Measure of less than 80.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.
9. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with latent TB infection (LTBI) shall be started on timely and appropriate treatment. If data indicates a compliance rate for this Performance Measure of less than 60%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.

10. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with LTBI and that were started on treatment shall complete treatment for LTBI. If data indicates a compliance rate for this Performance Measure of less than 40%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.
11. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum AFB-culture results reported to DSHS. If data indicates a compliance rate for this Performance Measure of less than 88.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage on a timeline set by DSHS.
12. All reporting to DSHS shall be completed as described herein and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the narrative report due March 1, 2011, a written explanation including a plan to meet those measures and to prevent recurrence of such a situation. Nothing in this provision acts to constrain enforcement options for DSHS regarding any contract breach.

SECTION III. SOLICITATION DOCUMENT:

Exempt Governmental Entity

SECTION IV. RENEWALS:

None

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The B-13 can be found at the following link <http://www.dshs.state.tx.us/grants/forms/b13form.doc>. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
PO BOX 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: *STATE*

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Article 1 COMPLIANCE AND REPORTING, Section 1.07 Statutes and Standards of General Applicability**, is amended to include the following:

Contractor, as a subrecipient of federal grant funds, is prohibited from texting while driving a federal government owned vehicle and from texting while using government furnished electronic equipment while driving any vehicle, including any privately owned or governmental owned vehicle. "Texting" means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. "Driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. "Government furnished electronic equipment" means any electronic equipment that may be used for texting and for which any payment is made, in part or in whole, under this program attachment. The Contractor is responsible for ensuring its employees are aware of this prohibition and adhere to this prohibition.

General Provisions, **Article III. Funding, Section 3.06 Nonsupplanting**, is revised to include the following:

Funding from this Contract shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Contract) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' share set out in SECTION VII. BUDGET, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Contract.

All revenues directly generated by this Contract or earned as a result of this Contract during the term of this Contract are considered program income; including income generated through Medicaid billings for TB related clinic services. Contractor may use the program income to further the scope of work detailed in this Contract, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, **Article IV. Payment Methods and Restrictions, Section 4.02, Billing Submission**, is hereby revised to include:

Quarterly Financial Status Reports (Form 269A) from Contractor shall be provided to DSHS in the format provided by the DSHS. These reports shall be mailed to Texas Department of State Health Services, Attention: Accounting Section, Claims Processing Unit, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347. One (1) copy of each quarterly financial status report shall be mailed to the Texas Department of State Health Services, Attention: TB Services Branch, Mail Code 1939, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347. These reports shall be submitted on a quarterly basis as follows:

PERIOD COVERED	DUE DATE
September, October, November	December 31, 2010
December, January, February	March 31, 2011
March, April, May	June 30, 2011
June, July, August	September 30, 2011

General Provisions, **Article XIII. General Terms, Section 13.15 Amendment**, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

2011-035282
Hidalgo County
Exhibit A/Work Plans
TB/PC – STATE

1. During FY 11, the Hidalgo County Health & Human Services Department (HCHHSD) purposes to continue to serve the area of Hidalgo County, with populations to be served; but not limited to: HIV/AIDS; silicosis; chronic renal failure/hemodialysis; hematologic/reticuloendothelial malignancy; head/neck cancer; immunosuppression; jejunioleal bypass; solid organ transplantation; radiographic evidence of old, untreated TB; injection drug use; close contacts to active highly infectious TB case (including children < 5 yrs old who are TST negative). Recent convertor (within last 2 years); gastrectomy; diabetes mellitus (insulin requiring or poorly-controlled); recent immigrant (5< yrs) from endemic country; Targeted communities: underdeveloped colonias and housing projects with low income and newly immigrant population; Salvation Army homeless shelter; ESL (English as a Second Language) Program based out of public schools; Drug and Alcohol Counseling Centers; Detention Center(754) County Jail (1200 beds); Adult Day Care Centers; HCHHSD does not propose to subcontract TB services. The HCHHSD will continue to provide TB services to neighboring counties thru regional referrals and to Mexico thru the Bi-National Program.
2. The HCHHSD is under the jurisdiction of the County Judge and County Commissioners. The HCHHSD consists of seven comprehensive clinics that are located throughout the county and one centralized pulmonary clinic. The department has policies and procedures in providing client services, hiring personnel, professional and support staff training, quality assurance, and peer review (Attachment 1 Organizational Chart).
The HCHHSD continues to participate in research projects with the UT-Health and Science Center in San Antonio, Study 26 and Study 29; UT-Brownsville School of Public Health-Study on, T-spot and TB research program on Texas-Mexico border. UTB continues to work with and depend on the DSHS Regional TB Physician to conduct client assessments and follow ups. The HCHHSD also depends on the support of TCID and Tyler in the treatment of critical TB clients that are not able to receive the essential care locally.
The HCHHSD continues to utilize DSHS support for technical assistance, professional and support staff training, and service delivery policies for the TB program.
2. Historically, the HCHHSD has been supported by local funds to supplement the TB program (by 60%↑). The departments Budget Officer and the County Auditor ensure that TB funds are expended appropriately as per DSHS Grant Management requirements. The TB Program collaborates and networks with local providers and hospitals to expand active TB surveillance, to identify and treat TB cases/suspects in a timely manner. The TB program consists of one pulmonary clinic in Edinburg. The TB Program staff currently consists of one RN Supervisor, two staff RN's, 5 LVN's, 6 Outreach Worker's and 3 Clerk's. The nurses assess, educate, treat and follow-up TB cases/suspects. The Outreach Workers are utilized to deliver DOT to TB cases/suspects. The complexity of the TB During FY 11, the Hidalgo County Health & Human Services Department (HCHHSD) purposes to continue to serve the area of Hidalgo County, with populations to be served; but not limited to: HIV/AIDS; silicosis; chronic renal failure/hemodialysis; hematologic/reticuloendothelial malignancy; head/neck cancer; immunosuppression; jejunioleal bypass; solid organ transplantation; radiographic evidence of old, untreated TB; injection drug use; close contacts to active highly infectious TB case (including children < 5 yrs old who are TST negative). Recent convertor (within last 2 years); gastrectomy; diabetes mellitus (insulin requiring or poorly-controlled); recent

immigrant (5< yrs) from endemic country; Targeted communities: underdeveloped colonias and housing projects with low income and newly immigrant population; Salvation Army homeless shelter; ESL (English as a Second Language) Program based out of public schools; Drug and Alcohol Counseling Centers; Detention Center(754) County Jail (1200 beds); Adult Day Care Centers; HCHHSD does not propose to subcontract TB services. The HCHHSD will continue to provide TB services to neighboring counties thru regional referrals and to Mexico thru the Bi-National Program.

3. The HCHHSD is under the jurisdiction of the County Judge and County Commissioners. The HCHHSD consists of seven comprehensive clinics that are located throughout the county and one centralized pulmonary clinic. The department has policies and procedures in providing client services, hiring personnel, professional and support staff training, quality assurance, and peer review (Attachment 1 Organizational Chart).
The HCHHSD continues to participate in research projects with the UT-Health and Science Center in San Antonio, Study 26 and Study 29; UT-Brownsville School of Public Health-Study on, T-spot and TB research program on Texas-Mexico border. UTB continues to work with and depend on the DSHS Regional TB Physician to conduct client assessments and follow ups. The HCHHSD also depends on the support of TCID and Tyler in the treatment of critical TB clients that are not able to receive the essential care locally.
The HCHHSD continues to utilize DSHS support for technical assistance, professional and support staff training, and service delivery policies for the TB program.
Historically, the HCHHSD has been supported by local funds to supplement the TB program (by 60%↑). The departments Budget Officer and the County Auditor ensure that TB funds are expended appropriately as per DSHS Grant Management requirements. The TB Program collaborates and networks with local providers and hospitals to expand active TB surveillance, to identify and treat TB cases/suspects in a timely manner. The TB program consists of one pulmonary clinic in Edinburg. The TB Program staff currently consists of one RN Supervisor, two staff RN's, 5 LVN's, 6 Outreach Worker's and 3 Clerk's. The nurses assess, educate, treat and follow-up TB cases/suspects. The Outreach Workers are utilized to deliver DOT to TB cases/suspects. The complexity of the TB cases continues to rise. Thus, comprehensive nursing staffs are utilized to assist with the LTBI caseload. The barrier that still continues is the restrictive admission process of our critical TB cases to TCID. DSHS and Hidalgo County's partnership is crucial to ensure appropriate treatment and follow-up of TB case/suspects.
4. HCHHSD will collect at least one TB service including but not limited to tuberculin skin test, chest radiographs, health care worker services or treatment with one or more anti-tuberculosis medications in 2010. This data continues to be collected manually thru daily tally sheets and Microsoft access program; and compile into monthly reports. TWICES is also utilized to access and report some of this data.
5. The TB nurses collect and tabulate data in state and county TB forms and submit to TB Records Manager for tabulating and reporting. These activities are conducted daily. During FY 11 the HCHHSD will conduct community surveillance to identify unreported cases of TB and individuals suspected of having TB infection by conducting: targeted screening of high risk population areas identified thru mapping of cluster cases in Hidalgo County; proactive surveillance activity to hospitals, labs, pharmacies, private providers, schools, and Veterinary Hospitals. Also, provide physician offices with information regarding TB case management, referrals of high

risk individuals placed on treatment for LTBI, and referral of TB Suspects. Currently Microbiology Lab and local hospitals conduct acid-fast basilli smears and cultures for mycobacterium tuberculosis complex. The HCHHSD will continue to document outbreaks on the Incident Report EF 12-12104 (2/2005).

6. The nurses collect and enter the data in the appropriate TB forms, and in the TWICES Program daily. The data collected is reviewed by the TB Records Manager and the RN Supervisor for completeness, accurate and timeliness. In addition, monthly case management reviews are conducted by the RN Supervisor, TB Physician and TB nurse case managers to monitor compliance of TB Program standards, policies and procedures.
7. During FY 11, the HCHHSD will coordinate with other health and human services providers in the service area to avoid duplication of services by: maintaining a record of clients referred; educating the Department of Human Service's to identifying clients who are seeking assistance for TB; maintaining the pro-surveillance reporting system thru hospital infection control nurses nine (9) local hospitals; private laboratories private physicians, and university research projects. The HCHHSD will continue to work with the following Hidalgo County Community Programs:
University of Texas- Pan American/BSN student nursing program; provide students with hands on experience in tuberculosis; El Milagro and Nuestra Clinica del Valle, who serve low income/undocumented clients; Salvation Army-homeless shelter; Avance- a community base organization that promote health wellness thru the use of promotoras; Drug and Alcohol Counseling Centers; East Hidalgo Detention Center (754 beds); Hidalgo County Jail (1200 beds); Family Doctors/Pulmonologist-refer TB suspects to rule out tuberculosis; Local Hospitals (9)- McAllen Medical Center, Mission Hospital, Edinburg Regional, Rio Grande Regional, Heart Hospitals, Knapp Medical Hospital, Doctors Hospital at Renanissance, Driscoll Children's Hospital, Corner Stone Hospital; and Life Care Hospital; Birth Center; Holy Family Services; Nursing Homes; Tropical Texas –MHMR; Texas Department of Human Services; Veterans Department Clinic; Rio Grande Food Pantry; Catholic Social Services; Housing Authority; Texas Interagency Council on Early Childhood Intervention (ECI) of Region 1; Texas Department of Protective and Regulatory Services, Valley Aid Council; TB Net; TB Cure; Hospice in McAllen, Tx., and Rehabilitation Centers.
7. The HCHHSD has not had any changes in providing services to culturally diverse populations. The county is approximately 89 percent white Hispanic, 9 percent white/non-Hispanic, and 2 percent other (Black, Asian, other). All of our clinic staff are bilingual (English/Spanish). If needed, additional interpretation services and language translation is available thru contractual services provided by the department. Also, the HCHHSD has strived to maintain all health facilities ADA complaint. And, the HCHHSD clinics are accessible to provide TB services to contacts/cases/suspects and LTBI's as needed thru out the county. The TB nurses and outreach workers are accessible and travel to clients homes and/or other designated areas to provide TB client services. Service hours are 8:00 AM to 5:00 PM Monday thru Friday, however, TB staff are accessible after hours and weekends as the need arises.
8. During FY 11, the HCHHSD will conduct management of TB cases and suspects with emphasis on provision of Directly Observed Therapy (DOT):
100% of cases/suspects reported to the Hidalgo County Health and Human Services Department will be evaluated for diagnosis and treatment; 90% of TB cases ordered TB drugs will complete course of recommended therapy; 90% of TB

suspects/cases ordered TB treatment will be on DOT; longer treatment period for MDR cases may be required. Consultation with experts is also required; DOT's will be administered by nurses and/or delivered by field TB Outreach Worker's; monthly toxicity to observe for side effects will be performed by nurses; monthly monitoring, to evaluate treatment progress, will be conducted by nurses and physician; nurses/TB Outreach Worker will perform toxicity to observe for side effects before each DOT dose is given. The use of incentives/enablers are provided by local funds as available.

9. TB Case Management reviews are conducted monthly by the TB RN Supervisor, TB Physician and TB Nurse Case Managers. The TB cases are evaluated for health care status and treatment plan as per TB standards/policies by the TB Physician & RN Supervisor.
10. The HCHHSD has implemented the cohort analysis of cases by integrating this process with the monthly TB Case Management and monthly TB QA staff meetings to facilitate compliance.
11. During FY 11, the HCHHSD will conduct management of contacts and positive reactors with emphasis on Direct Observed Preventive Therapy (DOPT) to LTBI's who are less than five years of age, HIV infected or in the same residence as a case receiving directly observed therapy (DOT). The department has and will continue to comply with the performance measures as described on this RFP, Form F (specifically #'s 9,10 and 11). In addition, contacts with initial negative TB skin test will be re-screened for 2nd TBST within 8 to 10 weeks, post exposure date. Contacts who convert will continue or start treatment for LTBI, as per DSHS/CDC guidelines. DOPT will be considered to other persons at high risk for progression to TB disease as resources allow.
12. The HCHHSD TB RN Supervisor with the support of the DON, has developed a TB contact investigation team to timely conduct TB contact investigation following DSHS/CDC guidelines. HCHHSD forms (tool/checklist) are utilized to ensure all areas of the contact investigation are covered; thus, ensuring all areas have been evaluated when fewer than 3 contacts have been identified. In addition, by developing a TB Contact Investigation Team, the department has expedited the interviewing of cases and the evaluation of contacts. The department has also re-structured the follow-up of LTBI's to improve the completion rate for preventive therapy. This process includes the disseminating of the LTBI caseload among all the seven comprehensive department clinics; thus being more accessible to the clients. Also, the department is in the process of developing an incentive's program to improve the compliance of LTBI preventive therapy.
13. During FY 11 the HCHHSD will continue to maintain infection control procedures in the Pulmonary and Health Clinics; and will continue to adhere to the departments guidelines for identifying TB infectious patients.

Administrative Control: medical & nursing staff will follow local policies and procedures in identifying, isolating, evaluating, and treatment of persons likely to have TB; new TB staff will receive 40 hours of TB training, and receive at least 16 hours of training annually thereafter; TB staff will follow the department's policy on employee TB skin testing; every 3-6 months TB skin testing on TST negative TB staff will be conducted; annual monitoring of signs and symptoms for TB on positive reactors will be conducted; will TST all new staff by using 2- step method if documented previous negative skin test; new staff with documented positive TST will assess for signs and symptoms of TB, offer base line chest x-ray, and get medical clearance; will provide a safe working environment for staff; and will provide separate waiting area for non-TB patients.

Engineering Control: will maintain essential equipment functioning properly ; will clean bactericidal lamps monthly and replace as needed; will monitor negative pressure in the four (4) isolation rooms; will change A/C filters in the hepa filtration units, monthly or sooner if necessary; all maintenance for above controls will be logged by date and type of maintenance provided and by whom; staff providing some of the maintenance will be instructed on the danger of exposure when changing UV lights; will provide training on engineering control maintenance to all essential staff upon hire, yearly & as needed.

Personnel Respiratory Protection: staff will screen and identify patients suspected of TB and will isolate appropriately; cough induced sputum's will be collected in a negative pressure room with UV light and hepa filter unit; health care workers collecting sputum will use their personal particulate Inovel1500 N95 respirator and will be re-fitted yearly and as needed; all health care workers will be trained on the use of personal respirators. Health Department clinics with no isolation rooms will collect sputum's outdoors in a designated area.

14. During FY 11, the HCHHSD will conduct targeted TB screening by:
providing TB screening training to private providers; providing TB training to community based organizations; monitoring TB screening at the 1200 bed county jail facility; providing TB screening at the Salvation Homeless Shelter, low income colonias, English as second language (ESL) programs in the schools; providing TB training to nursing homes, and hospital infection control, to encourage TB testing of staff and residents as needed; and providing TB training for promotoras who perform outreach activities.
15. During FY11, the HCHHSD will provide professional education and training to train new/current TB staff:
Will provide 40 hours of TB orientation for each TB Health Department employees (nurses, clerks, outreach workers) which include; Introduction of TB program; Role of the Public Health Nurse in TB Communicable Disease Control- Reporting: who, when, what, and where to report ; CDC self study modules 1-9 (for nurses);Core Curriculum on Tuberculosis; review of TB Policy and Procedure Manual; review of TB Drugs; and Infection Control. The completion of TB staff (nurse, outreach worker, clerk) orientation and skills will consist of:
 - a. Observation and hands on TB training at the Pulmonary Clinic 1-2 months depending on need; and,
 - b. Provide at least 16 hours of TB continuing education- by in services provided in house or by attending TB workshops annually.
16. During FY 11, the HCHHSD will evaluate all referrals of immigrants and refugees following local guidelines for Aliens with notifications, Class A, Class B-1 Pulmonary, Class B-1 Extrapulmonary, Class B2 and Class B3 as follows:
Class A (Positive Cases)-

Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; collect sputum x 3 induced and do chest x-ray with MD evaluation; complete TB400 A/B; continue treatment DOT as per MD orders; complete and sign CDC 75.17 (Rev. 02/99) form and submit to TDSHS.

Class B-Pulmonary (no treatment)-

Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; collect sputum x 3 and do chest x-ray with MD evaluation; await culture results and MD recommendations; complete TB400 A/B; complete and sign CDC 75.17 (Rev. 02/99) form and submit to TDSHS.

Class B-1 Pulmonary (complete treatment)-

Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; do chest x-ray and collect sputum if indicated by MD; complete TB400 A/B; complete and sign CDC 75.17 (Rev. 02/99) form and submit to TDSHS.

Class B-1 Extra-pulmonary-

Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; if chest x-ray abnormal, collect sputum if indicated by MD; initiate treatment if indicated by MD; complete TB400 A/B; complete and sign CDC 75.17 (Rev. 02/99) form and submit to TDSHS.

Class B2 (LTBI)-

Will open and complete TB record; if symptomatic follow "Guidelines for identifying TB infectious patient in outpatient health department clinics" (See Attachment 3); at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; initiate preventive treatment if indicated by MD; complete TB400 A/B; complete and sign CDC 75.17 (Rev.02/99) form and submit to TDSHS.

Class B3 (Contact) -

If no TST, apply one; if TST positive, follow same procedure as Class B2; if TST negative, follow up in 8-10 weeks for 2nd TST; complete TB400 A/B; complete and sign CDC 75.17 (rev. 02/99) form and submit to TDSHS.

cases continue to rise. Thus, comprehensive nursing staff are utilized to assist with the LTBI caseload. The barrier that still continues is the restrictive admission process of our critical TB cases to TCID. DSHS and Hidalgo County's partnership is crucial to ensure appropriate treatment and follow-up of TB case/suspects.

8. HCHHSD will collect at least one TB service including but not limited to tuberculin skin test, chest radiographs, health care worker services or treatment with one or more anti-tuberculosis medications in 2010. This data continues to be collected manually thru daily tally sheets and Microsoft access program; and compile into monthly reports. TWICES is also utilized to access and report some of this data.
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smears and cultures for mycobacterium tuberculosis complex. The HCHHSD will continue to document outbreaks on the Incident Report EF 12-12104 (2/2005).

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The HCHHSD will continue to work with the following Hidalgo County Community Programs:

University of Texas- Pan American/BSN student nursing program; provide students with hands on experience in tuberculosis; El Milagro and Nuestra Clinica del Valle, who serve low income/undocumented clients; Salvation Army-homeless shelter; Avance- a community base organization that promote health wellness thru the use of promotoras; Drug and Alcohol Counseling Centers; East Hidalgo Detention Center (754 beds); Hidalgo County Jail (1200 beds); Family Doctors/Pulmonologist-refer TB suspects to rule out tuberculosis; Local Hospitals (9)- McAllen Medical Center, Mission Hospital, Edinburg Regional, Rio Grande Regional, Heart Hospitals, Knapp Medical Hospital, Doctors Hospital at Renanissance, Driscoll Children's Hospital, Corner Stone Hospital; and Life Care Hospital; Birth Center; Holy Family Services; Nursing Homes; Tropical Texas -MHMR; Texas Department of Human Services; Veterans Department Clinic; Rio Grande Food Pantry; Catholic Social Services; Housing Authority; Texas Interagency Council on Early Childhood Intervention (ECI) of Region 1; Texas Department of Protective and Regulatory Services, Valley Aid Council; TB Net; TB Cure; Hospice in McAllen, Tx., and Rehabilitation Centers.

9. The HCHHSD has not had any changes in providing services to culturally diverse populations. The county is approximately 89 percent white Hispanic, 9 percent white/non-Hispanic, and 2 percent other (Black, Asian, other). All of our clinic staff are bilingual (English/Spanish). If needed, additional interpretation services and language translation is available thru contractual services provided by the department. Also, the HCHHSD has strived to maintain all health facilities ADA complaint. And, the HCHHSD clinics are accessible to provide TB services to contacts/cases/suspects and LTBI's as needed thru out the county. The TB nurses and outreach workers are accessible and travel to clients homes and/or other designated areas to provide TB client services. Service hours are 8:00 AM to 5:00 PM Monday thru Friday, however, TB staff are accessible after hours and weekends as the need arises.
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observe for side effects before each DOT dose is given. The use of incentives/enablers are provided by local funds as available.

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Engineering Control: will maintain essential equipment functioning properly ; will clean bactericidal lamps monthly and replace as needed; will monitor negative pressure in the four (4) isolation rooms; will change A/C filters in the hepa filtration units, monthly or sooner if necessary; all maintenance for above controls will be logged by date and type of maintenance provided and by whom; staff providing some of the maintenance will be instructed on the danger of exposure when changing UV lights; will provide training on engineering control maintenance to all essential staff upon hire, yearly & as needed.

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will use their personal particulate Inovel1500 N95 respirator and will be re-fitted yearly and as needed; all health care workers will be trained on the use of personal respirators. Health Department clinics with no isolation rooms will collect sputum's outdoors in a designated area.

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16. During FY11, the HCHHSD will provide professional education and training to train new/current TB staff:

Will provide 40 hours of TB orientation for each TB Health Department employees (nurses, clerks, outreach workers) which include; Introduction of TB program; Role of the Public Health Nurse in TB Communicable Disease Control- Reporting: who, when, what, and where to report ; CDC self study modules 1-9 (for nurses);Core Curriculum on Tuberculosis; review of TB Policy and Procedure Manual; review of TB Drugs; and Infection Control. The completion of TB staff (nurse, outreach worker, clerk) orientation and skills will consist of:

- a. Observation and hands on TB training at the Pulmonary Clinic 1-2 months depending on need; and,
 - b. Provide at least 16 hours of TB continuing education- by in services provided in house or by attending TB workshops annually.
16. During FY 11, the HCHHSD will evaluate all referrals of immigrants and refugees following local guidelines for Aliens with notifications, Class A, Class B-1 Pulmonary, Class B-1 Extrapulmonary, Class B2 and Class B3 as follows:

Class A (Positive Cases)-

Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; collect sputum x 3 induced and do chest x-ray with MD evaluation; complete TB400 A/B; continue treatment DOT as per MD orders; complete and sign CDC 75.17 (Rev. 02/99) form and submit to TDSHS.

Class B-Pulmonary (no treatment)-

Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; collect sputum x 3 and do chest x-ray with MD evaluation; await culture results and MD recommendations; complete TB400 A/B; complete and sign CDC 75.17 (Rev. 02/99) form and submit to TDSHS.

Class B-1 Pulmonary (complete treatment)-

Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; do chest x-ray and collect sputum if indicated by MD; complete TB400 A/B; complete and sign CDC 75.17 (Rev. 02/99) form and submit to TDSHS.

Class B-1 Extra-pulmonary-

Will open and complete TB record; at initial clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; if chest x-ray abnormal, collect sputum if indicated by MD; initiate treatment if indicated by MD; complete TB400 A/B; complete and sign CDC 75.17 (Rev. 02/99) form and submit to TDSHS.

Class B2 (LTBI)-

Will open and complete TB record; if symptomatic follow "Guidelines for identifying TB infectious patient in outpatient health department clinics" (See Attachment 3); at initial

clinic visit, assess client for signs and symptoms of TB; take v/s, hx, etc.; if no previous TST, apply one; initiate preventive treatment if indicated by MD; complete TB400 A/B; complete and sign CDC 75.17 (Rev.02/99) form and submit to TDSHS.

Class B3 (Contact) -

If no TST, apply one; if TST positive, follow same procedure as Class B2; if TST negative, follow up in 8-10 weeks for 2nd TST; complete TB400 A/B; complete and sign CDC 75.17 (rev. 02/99) form and submit to TDSHS.

2011-035282-001

Categorical Budget:

PERSONNEL	\$278,844.00
FRINGE BENEFITS	\$75,509.00
TRAVEL	\$2,850.00
EQUIPMENT	\$0.00
SUPPLIES	\$9,436.00
CONTRACTUAL	\$29,400.00
OTHER	\$10,000.00
TOTAL DIRECT CHARGES	\$406,039.00
INDIRECT CHARGES	\$0.00
TOTAL	\$406,039.00
DSHS SHARE	\$406,039.00
CONTRACTOR SHARE	\$15,145.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$406,039.00

Financial status reports are due: 12/30/2010, 03/30/2011, 06/30/2011, 10/31/2011



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2011-035282

Application or Contract Number

HIDALGO COUNTY

Organization Name

**HIDALGO COUNTY HEALTH HUMAN SERVICES DEPARTMENT
TB CONTROL GRANT EMPLOYEE SALARY SCHEDULE
0-1293-441-00-340-008-1**

Term: 9/1/2010 - 8/31/2011			Salary 9/1/2010	Salary 1/1/2011	Salary for 12 month Grant Period
Slot #	Employee Name	Employee Title	12/31/2010	8/31/2011	
008-G002	Felix, Sandra	Outreach Specialist I	\$ 7,777.33	\$ 16,330.67	\$ 24,108.00
008-G001	Vargas, Imelda	LVN III	\$ 11,772.33	\$ 24,719.67	\$ 36,492.00
008-G003	Martinez, Ruben	Outreach Specialist I	\$ 8,743.00	\$ 18,365.00	\$ 27,108.00
008-G004	Monjaras, Elizabeth	Billing Specialist II	\$ 8,062.00	\$ 16,934.00	\$ 24,996.00
008-G005	Garza, Jennifer Ann	Billing Specialist II	\$ 8,062.00	\$ 16,934.00	\$ 24,996.00
008-G006	Vacant	TB Program Manager	\$ 24,333.33	\$ 51,098.67	\$ 75,432.00
008-G007	Vacant	TB RN	\$ 21,200.00	\$ 44,512.00	\$ 65,712.00
	TB Control Salary		\$ 89,949.99	\$ 188,894.01	\$ 278,844.00
	FICA	7.65%			\$ 21,332.00
	Retirement	8.92%			\$ 24,873.00
	Unemployment	0.50%			\$ 1,394.00
	Worker's Comp.	3.27%			\$ 9,118.00
	Health Insurance	\$4,164/Yr.			\$ 18,572.00
	Life Insurance	\$33/Yr.			\$ 220.00
	TB Control F.B. Total		\$ -	\$ -	\$ 75,509.00
	TB Control Sal/FB Total		\$ 89,949.99	\$ 188,894.01	\$ 354,353.00

For reporting purposes
Only - Rc

TB PROGRAM MANAGER

GRADE: 18

GENERAL DESCRIPTION

Functions as a program specialist for the TB Control & Elimination Program in the Health Department under the direction of the DON, Chief Physician and TB Physician; Is responsible for analyzing, developing, implementing, educating, and coordinating TB Program Services in the County (which include identified high risk groups such as County Jail, Shelters, Nursing Homes, etc.); Performs functions as per department policies and DSHS TB standards; Supervises the TB RN Supervisor; Assists other duties as assigned by DON and Chief Administrative Officer.

EXAMPLES OF WORK PERFORMED

Assures compliance of DSHS TB Program Performance measures

Assists the TB RN Supervisor in coordinating the overall operational facets of the Pulmonary Clinic

Coordinates infection control measures policies and procedures to health care facilities (i.e., hospitals, nursing homes etc.) as per DSHS/CDC standards

Coordinates and Implements targeted TB screening activities to identified high risk populations (i.e. detention centers, shelters)

Coordinates surveillance activities with local health care providers

Coordinates with department Epidemiologist the collecting and analyzing of TB surveillance data

Coordinates and implements TB Training Programs for department personnel and professional groups (i.e., county/state & health facilities)

Develops & conducts TB educational activities to community groups (i.e., schools, universities, churches & workforces)

Implements and participates in TB Program QA functions (i.e, monthly TB program reviews, TB client record audits and TB personnel evaluations)

Assists DON with the yearly TB Program Grant renewal applications

Completes and submits, with the DON's approval, the semi-annual and annual TB reports as per DSHS requirement

Assists and/or participates in other assigned activities by the DON and/or the Chief Administrative Officer

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Currently licensed in the State of Texas as a Registered Nurse; Formal education and training as a Registered Nurse plus 5 years of full-time experience as a practicing RN, plus one year Public Health Nursing job experience, specifically with TB Program; BSN may be substituted for two (2) years of the required experience.

CERTIFICATES, LICENSES, REGISTRATIONS:

Licensed to practice as an RN in Texas

Current CPR certification

Certifications for Pedi Assessments, and HIV counselor is a plus

Employee must have proof of a current valid Texas Motor Vehicle Operator's License

Must be able to be insured by County Insurance carrier

Knowledge, Skills, and Abilities

Knowledge of professional nursing theory, nursing process, nursing sciences and clinical skills

Knowledge of public health sciences and health care management skills

Skilled in assessment of clients with complex health problems

Ability to function independently; utilize supervisor and consultant resources; communicate effectively orally and in writing; use supervisory and management skills; incorporate principles of teaching, planning and evaluation in case management

Maybe be required to work other than normal or scheduled hours including weekends and holidays

Bilingual required (English/Spanish)

Able to provide services to other assigned clinics as needed

Willingness to work unusual hours as needed

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

TB RN

GRADE: 17

GENERAL DESCRIPTION

Works under the supervision of the RN TB Clinic Supervisor and the TB physician. Functions as a tuberculosis clinic nurse. Responsible for monitoring all facets of TB Case Nursing Management (compliance of treatment, contact investigation etc.) and those on treatment for latent TB infection. Assists with TB orientation and training of new personnel.

EXAMPLES OF WORK PERFORMED

Monitors assigned TB Cases for DOT/DOPT compliance, Toxicity, TB contact investigations, and follow-up per standing protocols

Monitors tuberculosis activities in jails and other correctional facilities

Monitors and when necessary, develops ways of preparing and collecting data required by DSHS special population program

Assists special population TB LVN with completion of reports

Assures reports are submitted in a timely manner

Assists in identifying TB Program needs to plan effective strategies and implement change

Understands and interprets public health laws and regulations as they pertain to tuberculosis control activities

Assists in orienting and evaluating staff performance based on TB Program objectives as needed

Participates in TB Q&A

Other duties as assigned per RN TB Clinic Supervisor or DON/ADON

Assists with monitoring of infection control in the Pulmonary clinic

Follows protocols on lab collection (blood and sputum) and reports abnormal labs to TB M.D., and makes appropriate referrals

Assists with other TB duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Formal nursing education leading to RN license plus three years related experience

CERTIFICATES, LICENSES, REGISTRATIONS:

Licensed RN in Texas

Employee must have proof of a current valid Texas Motor Vehicle Operator's License

Must be able to be insured by County Insurance carrier

Knowledge, Skills, and Abilities

Bilingual English- Spanish required

Maybe be required to work other than normal or scheduled hours including weekends and holidays.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:



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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations



**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1293-441-00-340-008-1

AI - 22308

T.B. CONTROL

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	LICENSED VOCATIONAL NURSE III	13	1	46,747.00	35,317.00	35,317.00	0.00	0.00	0.00	0.00	0.00	35,317.00
G002	113	OUTREACH SPECIALIST I	4	4	25,839.00	23,332.00	23,332.00	0.00	0.00	0.00	0.00	0.00	23,332.00
G003	113	OUTREACH SPECIALIST I	4	4	25,839.00	25,839.00	26,229.00	480.00	0.00	0.00	0.00	0.00	26,709.00
G004	113	BILLING SPECIALIST II	3	4	23,927.00	23,927.00	24,186.00	0.00	0.00	0.00	0.00	0.00	24,186.00
G005	113	BILLING SPECIALIST II	3	4	23,927.00	23,927.00	24,186.00	0.00	0.00	0.00	0.00	0.00	24,186.00
CREATE POSITIONS													
↓													
G006	113	TB PROGRAM MANAGER	18	1	68,687.00	68,687.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G007	113	TB REGISTERED NURSE	17	1	63,599.00	63,599.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL					146,279.00	132,342.00	133,250.00	480.00	0.00	0.00	0.00	0.00	133,730.00

Approval to create one (1) regular full time TB Program Manager position, slot no. G006, grade level 18.

Approval to create one (1) regular full time TB Registered Nurse position, slot no. G007, grade level 17.

NOTE: Maximum approved grant salary amount in the amount of \$73,000.00 of funding for TB Program Manager position.



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health & Human Services Department / 340

DATE: 8-2-10

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 008-G006

REQUESTED POSITION TITLE: TB Program Manager
(For new positions or reclassifications)

REQUEST FOR:

- New Position Temporary Position Position Reclassification* Other _____

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

POSITION SALARY REQUEST:

Salary Amount: \$ _____ \$ Grade 18 ~~73,000.00~~ \$ 68,687 ~~73,000.00~~
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

- Current Department Budget Annual Budget Cycle Will Require Additional Funds
 Other 100% grant funded

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____
Full Time Temporary Object 121 Part Time Temporary Object 122 \$ _____
Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date End Date Working Days & Hours Hours Per Week Duration (2 weeks, 3 months, etc.)

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

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

As a result of the increasing work load within our TB Program, we requested a TB Program Manager position from the Department of State Health Services (DSHS) to oversee our TB operations. DSHS has approved the position and this is to request Commissioner's Court's approval of the position that will be 100% funded by grant funds.

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

see attached job description




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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	8-2-10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	8/06/2010 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			



HIDALGO COUNTY Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health & Human Services Department / 340

DATE: 8-2-2010

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 008-G007

REQUESTED POSITION TITLE: TB RN
(For new positions or reclassifications)

REQUEST FOR:

New Position Temporary Position Position Reclassification* Other _____

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

POSITION SALARY REQUEST:

Salary Amount: \$ _____ \$ Grade 17 ~~63,599.00~~ \$ 63,599.00
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

Current Department Budget Annual Budget Cycle Will Require Additional Funds
 Other 100% grant funded

POSITION Type:

Full Time Employee Object 113 Part Time Employee Object 114 _____
Full Time Temporary Object 121 Part Time Temporary Object 122 \$ _____
Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date End Date Working Days & Hours Hours Per Week Duration (2 weeks, 3 months, etc.)

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

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

As a result of the increasing work load within our TB program, we requested a TB RN position from the Department of State Health Services (DSHS).

DSHS has approved the position and this is to request Commissioner's Court approval of the position that will be 100% funded by grant funds.

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

see attached job description


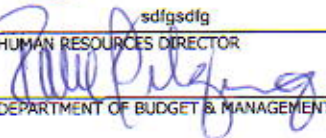
POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	8-2-10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	sdgsgdsg HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	8/06/2010 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

AI-22334

14.A.

Flood Drainage Improvement project - (Pct. #1)

CC REGULAR

Date: 08/10/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Monica Leal
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program on behalf of Hidalgo County Precinct No. 1 is requesting approval and award of best and final negotiated contract with SAM Engineering and Surveying, Inc. (SAMÉS) in the amount of \$37,488.00 utilizing the CDBG-R Year 22 (2009) Substantial Amendment for Hidalgo County Precinct No. 1 - Flood Drainage Improvement Project.

BACKGROUND

SAM Engineering and Surveying, Inc. submitted a best and final offer for professional engineering services for the Flood Drainage Improvement Project to Olivarez No. 2 and Encinal 1 & 2 Subdivisions within Hidalgo County Precinct No. 1. SAM Engineering and Surveying, Inc. (SAMÉS) was the highest ranked firm by County Commissioner's Court. (See attached scope of services and best and final offer letter).

Contract Amount:	\$ 37,488.00
Funds Available:	\$509,653.80 CDBG-R Year 22 (2009) Substantial Amendment

Fiscal Impact

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

Urban County will utilize CDBG-R Year 22 (2009) funds for the Precinct #1 Flood Drainage Improvement Project.

Attachments

Link: [agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/05/2010 03:02 PM	APRV
2	Perla Lopez	Perla Lopez	08/06/2010 09:51 AM	APRV
3	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Estella Webber

Started On: 08/04/2010 02:26
PM

Final Approval Date: 08/06/2010

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this 10th day of August 2010 by and between **Hidalgo County Precinct No. 1**, (hereinafter called the "Party") and **SAM Engineering and Surveying, Inc (SAMES)**, duly authorized Engineer, herein acting by **Samuel D. Maldonado, P.E., RPLS** (hereinafter called the "Engineer").

WITNESSETH THAT:

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

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

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

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

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

**SECTION I
EMPLOYMENT OF THE ENGINEER**

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

**SECTION II
BASIC SERVICES OF THE ENGINEER**

The Engineer shall perform the following Basic Services in connection with the CDBG-R Substantial Amendment proposed **Flood Drainage Improvements** Account(s) **5209-91-0309-5000-9100**. (See Exhibit A)

2.1 Preliminary Phase

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

2.2 Design Phase

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

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any

construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

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

- m. Furnish to the Party of Hidalgo County Precinct No. 1 Four (4) sets of plans and four (4) sets of specifications and contract documents.

**SECTION III
ADDITIONAL SERVICES OF THE ENGINEER**

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

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

**SECTION IV
REIMBURSABLE EXPENSES**

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

**SECTION V
THE PARTY'S RESPONSIBILITIES**

The Party will:

- 5.1 Provide full information as to requirements for the Project.
- 5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.
- 5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

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

SECTION VI PAYMENTS TO THE ENGINEER

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

- 6.1 The Engineer shall be paid a total fixed amount of S 37,488.00 for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.
- 6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.
- 6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.
- 6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.
- 6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII OWNERSHIP OF DOCUMENTS

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

SECTION VIII TERMINATION

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

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

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

SECTION IX COUNTY AND CITY OFFICIALS

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

SECTION X SUCCESSORS AND ASSIGNS

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

SECTION XI TIME OF PERFORMANCE

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

**SECTION XII
VENUE**

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

**SECTION XIII
CHANGES**

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

**SECTION XIV
COMPLIANCE WITH LOCAL LAWS**

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

**SECTION XV
ASSIGNABILITY**

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

**SECTION XVI
GENERAL**

- 16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.
- 16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.
- a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
 - b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
 - c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

- d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
- e. Executive Order 11246 (paragraph a-c for contracts under \$10,000; paragraphs a-g for contracts over \$10,000) - Equal Employment Opportunity.

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

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

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

SECTION XVII INSURANCE

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

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

**SECTION XVIII
WARRANTY**

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

Exhibit "A"
(Scope of Services)

see attached

SAM Engineering and Surveying, Inc.



200 South Cage Blvd, Pharr, Texas 78577, P.O. Box 3353 (78540)

August 3, 2010

Arturo (A.C.) Cuellar, Jr.
Commissioner, Precinct #1
County of Hidalgo
1902 Joe Stephens Avenue
Weslaco, Texas 78596

RE: Professional Engineering Services
Proposal Olivarez No. 2 Subdivision Drainage Improvements

Commissioner Cuellar,

As you might be aware, on June 15, 2010, the Hidalgo County Commissioners Court approved the selection of our firm for Professional Engineering Services, in relation to the above-mentioned project. Please accept this proposal and attached preliminary statement of probable cost for the drainage improvements. As per our understanding of this project, the improvements consist of drainage improvements to the nearest drain ditch available.

Enclosed are the following exhibits for your review:

- Exhibit A- Pre-Scope of Services (a comprehensive scope will be provided with contract)
- Exhibit B- Fee Proposal
- Exhibit C- Statement of Probable Costs
- Exhibit D- Cross section and project site map

We are also preparing a Professional Services contract, and will be submitting to your office for review. This is our best and final offer.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "SDM", is written over a horizontal line.

Samuel D. Maldonado, P.E., RPLS
Principal

TX FIRM REGISTRATION
NO. F-10602

S:\SAMES\ENG\ENG 2010\Eng 10.039_HC PCT 1 - OLIVAREZ SUBDIVISION #2\Misc. Docs\Olivarez No. 2 Subdivision Proposal Letter.doc

Exhibit A
Scope of Services

OLIVAREZ NO. 2 SUBDIVISION
DRAINAGE IMPROVEMENTS

The basic services proposed include project planning, surveying, engineering & design, construction plans and basic construction phase services. Resident Project Representative Services during construction, if needed, may be provided as an additional service.

The list below details the major components required for the project, but is not intended to be an all-inclusive list of all the services provided/required to see that the project is completed.

- a. Meet with staff to define the project limits and basic project requirements;
- b. Provide topographic surveying of the right-of-ways and drainage areas;
- c. Perform engineering calculations and reports to adequately size the storm drainage system; *(if necessary)*
- d. Provide schematic plans for review and approval, prior to final design;
- e. Incorporate any changes or comments into plans;
- f. Provide final construction plans, specifications and estimate, signed and sealed by an Engineer, for approval;
- g. Coordinate the advertising and bidding phase *(if needed)*;
- h. Assist the Precinct with Pre-Bid Meeting and Bid Opening;
- i. Provide Bid Tabulation, and Recommendation to Award;
- j. Conduct Pre-Construction Meeting;
- k. Provide monthly status reports and oral presentation, as needed;
- l. Provide monthly construction observation and coordination as needed;
- m. Review and process all material and other submittals;
- n. Process monthly payment requests from the contractor;
- o. Conduct final walk-thru and prepare a punch list of pending issues; and
- p. Process close-out documentation and as-builts.

The above list is intended to be a sample representation of the services to be provided by the engineering, and is not intended to be a comprehensive list.

Exhibit B
Fee Proposal

OLIVAREZ NO. 2 SUBDIVISION
DRAINAGE IMPROVEMENTS

We propose to provide the above-mentioned services for a lump sum amount of \$13,236.00, which represents a 8% fee, based on the preliminary construction cost estimate (attached herein). Our services will be billed at a monthly basis, as a percentage of work done to date. This is our best and final offer.

We will begin work upon receipt of a notice to proceed, and will provide a scheduled completion date for approval.



**DRAINAGE IMPROVMENTS
PRELIMINARY PROJECT COST ESTIMATE**

27-Jul-10

Project Name: HIDALGO COUNTRY PRECINCT #1

OLIVAREZ SUBDIVISION DRAINAGE IMPROVEMENTS

DRAIANGE IMPROVEMENTS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	15" RCP STORM DRAIN, CL III	500	LF	\$18.00	\$9,000.00
2	18" RCP STORM DRAIN, CL III	300	LF	\$24.00	\$7,200.00
3	24" RCP STORM DRAIN, CLASS III	2,300	L.F.	\$42.00	\$96,600.00
4	60" DIA. CONCRETE MANHOLE	4	EA	\$2,300.00	\$9,200.00
5	SAFETY END TREATMENT	12	EA	\$600.00	\$7,200.00
6	CONCRETE HEADWALL	1	EA	\$1,500.00	\$1,500.00
7	GRATED INLETS	8	E.A.	\$2,300.00	\$18,400.00
8	TRENCH PROTECTION	2,300	L.F.	\$1.50	\$3,450.00
9	ROADSIDE DITCH	5,000	LF	\$1.00	\$5,000.00
10	STREET REPAIRS	100	LF	\$79.00	\$7,900.00
SUBTOTAL					\$165,450.00

Total Estimated Construction Cost

Drainage Improvements	\$165,450.00
SUB-TOTAL	\$165,450.00

Professional Costs

Basic Engineering Services (8% of Total Estimated Construction Cost)	\$ 13,236.00
SUB-TOTAL	\$ 13,236.00

Other Associated Costs

Geotechnical Engineering	\$ 1,100.00
Construction Material Testing	\$ 2,000.00
SUB-TOTAL	\$ 3,100.00

* NO REPAVING INCLUDED IN ESTIMATE
*NO CONTINGENCY INCLUDED IN ESTIMATE

PROJECT TOTAL \$181,786.00

SAM Engineering and Surveying, Inc.



200 South Cage Blvd, Pharr, Texas 78577, P.O. Box 3353 (78540)

August 3, 2010

Arturo (A.C.) Cuellar, Jr.
Commissioner, Precinct #1
County of Hidalgo
1902 Joe Stephens Avenue
Weslaco, Texas 78596

RE: Professional Engineering Services
Proposal Encinal #1 & #2 Subdivision Drainage Improvements

Commissioner Cuellar,

As you might be aware, on June 15, 2010, the Hidalgo County Commissioners Court approved the selection of our firm for Professional Engineering Services, in relation to the above-mentioned project. Please accept this proposal and attached preliminary statement of probable cost for the drainage improvements. As per our understanding of this project, the improvements consist of drainage improvements to the nearest drain ditch available.

Enclosed are the following exhibits for your review:

- Exhibit A- Pre-Scope of Services (a comprehensive scope will be provided with contract)
- Exhibit B- Fee Proposal
- Exhibit C- Statement of Probable Costs
- Exhibit D- Cross section and project site map

We are also preparing a Professional Services contract, and will be submitting to your office for review. This is our best and final offer.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "S. Maldonado", written over a horizontal line.

Samuel D. Maldonado, P.E., RPLS
Principal

TX FIRM REGISTRATION

NO. F-10602

S:\SAMES\ENG\ENG 2010\Eng 10.039_HC PCT 1 - ENCINAL #2 & LOS ALAMOS SUBD\Misc. Docs\Encinal #1 & #2 Subdivision Proposal Letter.doc

Exhibit A
Scope of Services

ENCINAL #1 & #2 SUBDIVISION
DRAINAGE IMPROVEMENTS

The basic services proposed include project planning, surveying, engineering & design, construction plans and basic construction phase services. Resident Project Representative Services during construction, if needed, may be provided as an additional service.

The list below details the major components required for the project, but is not intended to be an all-inclusive list of all the services provided/required to see that the project is completed.

- a. Meet with staff to define the project limits and basic project requirements;
- b. Provide topographic surveying of the right-of-ways and drainage areas;
- c. Perform engineering calculations and reports to adequately size the storm drainage system; *(if necessary)*
- d. Provide schematic plans for review and approval, prior to final design;
- e. Incorporate any changes or comments into plans;
- f. Provide final construction plans, specifications and estimate, signed and sealed by an Engineer, for approval;
- g. Coordinate the advertising and bidding phase *(if needed)*;
- h. Assist the Precinct with Pre-Bid Meeting and Bid Opening;
- i. Provide Bid Tabulation, and Recommendation to Award;
- j. Conduct Pre-Construction Meeting;
- k. Provide monthly status reports and oral presentation, as needed;
- l. Provide monthly construction observation and coordination as needed;
- m. Review and process all material and other submittals;
- n. Process monthly payment requests from the contractor;
- o. Conduct final walk-thru and prepare a punch list of pending issues; and
- p. Process close-out documentation and as-builts.

The above list is intended to be a sample representation of the services to be provided by the engineering, and is not intended to be a comprehensive list.

Exhibit B
Fee Proposal

ENCINAL #1 & #2 SUBDIVISION
DRAINAGE IMPROVEMENTS

We propose to provide the above-mentioned services for a lump sum amount of \$24,252.00, which represents an 8% fee, based on the preliminary construction cost estimate (attached herein). Our services will be billed at a monthly basis, as a percentage of work done to date. This is our best and final offer.

We will begin work upon receipt of a notice to proceed, and will provide a scheduled completion date for approval.



**PAVING AND DRAINAGE IMPROVEMENTS
PRELIMINARY PROJECT COST ESTIMATE**

27-Jul-10

Project Name: HIDALGO COUNTRY PRECINCT #1

ENCINAL #1 & #2 SUBDIVISION PAVING AND DRAINAGE IMPROVEMENTS

CIVIL IMPROVEMENTS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	6" ROAD GRADER WORK (DENS CONT.) SUBGRADE	11,350	SY	\$2.50	\$28,375.00
2	6" FL BS (DC) (TY D GR6 CL III)	11,350	SY	\$5.50	\$62,425.00
3	PRIME COAT ASPH MATRL (MC-30)	2,270	GAL.	\$5.00	\$11,350.00
4	DENSE-GRADED HOT-MIX ASPH CONC TY D	11,000	SY	\$7.50	\$82,500.00
SUBTOTAL					\$184,650.00

DRAINAGE IMPROVEMENTS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
5	24" RCP STORM DRAIN, CLASS III	2,100	L.F.	\$ 42.00	\$88,200.00
6	CONCRETE HEADWALL	2	EA	\$ 1,500.00	\$3,000.00
7	GRATED INLETS	2	EA	\$ 2,400.00	\$4,800.00
8	CURB INLETS	7	E.A.	\$ 2,400.00	\$16,800.00
9	ROADSIDE DITCH	3,600	LF	\$ 1.00	\$3,600.00
10	TRENCH PROTECTION	2,100	L.F.	\$ 1.00	\$2,100.00
SUBTOTAL					\$118,500.00

Total Estimated Construction Cost

Civil Improvements	\$184,650.00
Drainage Improvements	\$118,500.00
SUB-TOTAL	\$303,150.00

Professional Costs

Basic Engineering Services (8% of Total Estimated Construction Cost)	\$ 24,252.00
SUB-TOTAL	\$ 24,252.00

Other Associated Costs

Geotechnical Engineering	\$ 2,100.00
Construction Material Testing	\$ 4,000.00
SUB-TOTAL	\$ 6,100.00

- * NO REPAVING INCLUDED IN ESTIMATE
- *NO CONTINGENCY INCLUDED IN ESTIMATE
- *EASEMENT WILL BE REQUIRED FOR RCP

PROJECT TOTAL \$333,502.00

AI-22302

15.A.

AgriLife Extension Service (Formerly Cooperative Extension)

CC REGULAR

Date: 08/10/2010
Submitted By: Janie Perales, TEXAS COOP. EXTENSION
Department: TX. AGRILIFE EXT. SERVICES

Agenda Category: Texas Cooperative Extension

Sub-category: Hidalgo County

Information

CAPTION

1. Presentation regarding the following:
 - a. Due Well Be Well with Diabetes
 - b. 4-H Food Challenge

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/03/2010 04:06 PM	APRV
2	Erika Zamora	Erika Zamora	08/06/2010 11:09 AM	APRV
3	Auditor's Office		08/06/2010 05:20 PM	NEW
Form Started By: Janie Perales			Started On: 08/03/2010 09:02 AM	

Final Approval Date: 08/06/2010

AI-22317

16.A.

WIC

CC REGULAR

Date: 08/10/2010
Submitted By: Margarita Gonzalez, WIC
Submitted For: Norma Longoria, WIC Director
Department: WIC
Agenda Category: WIC

Information

CAPTION

1. WIC (1292):
 - a. Approval of proclamation declaring the month of August 2010 as "World Breastfeeding Awareness Month" in the County of Hidalgo along with the State of Texas.
2. WIC Adm. Grant (1292):
 - a. Approval to amend the 2010 Budget for the WIC Adm Grant (1292) in the amount of \$60,000.00.
 - b. Approval of Certification of Revenues as certified by Ray Eufrazio County Auditor in the amount of \$60,000.
 - c. Approval of appropriation of funds for the 2010 WIC Adm Grant.

BACKGROUND

BF Proclamation Letter

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1292-441-00-350-001-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Amending grant. Appropriation in the amount of \$60,000.00.

Revenue account: 0-1292-331-10-350-001-0-000

Attachments

- Link: [BF Proclamation Letter](#)
 Link: [Lactation Funding](#)
 Link: [Certification of Revenue](#)
 Link: [Budget Amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/05/2010 08:05 AM	APRV
2	Erika Zamora	Erika Zamora	08/06/2010 03:36 PM	APRV

3	Auditor's Office	Angela Garcia	08/06/2010 03:44 PM	APRV
4	Erika Zamora	Erika Zamora	08/06/2010 03:49 PM	APRV
5	Purchasing Department	Marty Salazar	08/06/2010 03:51 PM	APRV

Form Started By: Margarita Gonzalez
Started On: 08/04/2010 08:58 AM
Final Approval Date: 08/06/2010



STATE OF TEXAS {}
COUNTY OF HIDALGO {}

PROCLAMATION

Proclaiming August 2010 as “World Breastfeeding Awareness Month” in the County of Hidalgo & the State of Texas

The Texas Department of State Health Services will join a worldwide campaign during the month of August to increase public awareness of the many benefits of breastfeeding. When it comes to breastfeeding, every single ounce counts towards the health of mom and the baby. That is why this year’s Texas WIC Program World Breastfeeding Month theme is Every Ounce Counts: Supporting Moms beyond the First Weeks.

Texas is exceeding the Healthy People 2010 objective for 75% breastfeeding initiation rate, but is not on target to reach the objectives of 40% exclusively breastfeeding at 3 months, 17% exclusively breastfeeding at 6 months, 50% any breastfeeding at 6 months, or 25% any breastfeeding at 12 months. This indicates a great need to support breastfeeding women beyond the first few weeks to help them reach their personal breastfeeding goals.

Moms are faced with new challenges as their breastfed infants grow older. Helping breastfeeding moms overcome different challenges will help improve breastfeeding duration rates in our state. Often times, it is the compassion provided by family, friends, health care providers, and communities that supports a lasting duration of the breastfeeding relationship.

Resolved that Hidalgo County together with Texas Governor, Rick Perry designate August 2010 as Breastfeeding Awareness Month.

PASSED AND APPROVED BY THE COUNTY OF HIDALGO ON THIS THE 10th DAY OF AUGUST, 2010, A.D.

ATTEST:

COUNTY OF HIDALGO

Arturo Guajardo Jr., County Clerk

Rene Ramirez, County Judge

Sent via BlackBerry from T-Mobile

From: "Erickson, Tracy" <Tracy.Erickson@dshs.state.tx.us>
Date: Wed, 30 Jun 2010 11:46:25 -0500
To: <norma.longoria@wic.co.hidalgo.tx.us>
Subject: RE: FY 2010 Lactation Services Funding - reponse needed by this Thursday!

Hi Norma,

Your contract is being amended to increase your FY 2010 LS funding from \$50,000 to \$60,000. Please be sure to expend all funding by September 30, 2010.

Thanks, Tracy

From: norma [mailto:norma.longoria@wic.co.hidalgo.tx.us]
Sent: Monday, June 21, 2010 10:23 AM
To: Erickson, Tracy
Subject: Re: FY 2010 Lactation Services Funding - reponse needed by this Thursday!

Project 12 will spend all of our lc funds. We could use 10000 more if possible.

Sent via BlackBerry from T-Mobile

From: "Erickson, Tracy" <Tracy.Erickson@dshs.state.tx.us>
Date: Mon, 21 Jun 2010 10:00:58 -0500
To: Abigail Diaz<abigail.diaz@cityofhouston.net>; Angela Quillin<aquillin@acchd.us>; Ann Salyer-Caldwell<asalyer-caldwell@tarrantcounty.com>; Annette Lerma<annette.lerma@abilenex.com>; Barbara Khaleeq<barbara.khaleeq@regencehealth.net>; Bertha Amaya<bertha.a.amaya@elpasotexas.gov>; Bethany Romero<wic28@lafe-ep.org>; Betty Hill<bhill.fbfhc@tachc.org>; Brandy Mobley<brandy@ci.brownwood.tx.us>; Brenda Bolton<brenda.bolton@wellnesspointe.org>; Brown, Veronica<Veronica.Brown@dshs.state.tx.us>; Bryanne Jones<bryanne.jones@dentoncounty.com>; Buck, Linda<Linda.Buck@dshs.state.tx.us>; Carla Rhodes<wic6200@neto.com>; Carol J Silvas<carol.silvas@christushealth.org>; Christie Kennedy<ckennedy@hcpes.org>; Cindy Griggs<wic6700@nctv.com>; Cindy Salinas<cindy.salinas@dchstx.org>; Cynthia Venegas-Jepsen (Coor)<cavenega@utmb.edu>; Debbie Olbrich<wicdirector105@yahoo.com>; Debra Rodriguez<droduiguez@ccsct.org>; Dennis Mosier<dmosier@ccsct.org>; DerryAnn Gonzales<dgonzales@sanmarcostx.gov>; Donna Sundstrom<donna.sundstrom@ci.austin.tx.us>; Edna Garcia<egarcia.achc@tachc.org>; Emma Garza<garzae@gvvc.com>; Eva Kirtley<ekirtley@cityofdelrio.com>; Frances Irwin<frances.irwin@dallascityhall.com>; Gloria Hale<gloria.hale@sanangelotexas.us>; Guadalupe Fuentes<lupitacf@stx.rr.com>; <hc@co.collin.tx.us>; Jane Boothman<wic6500@aol.com>; Janet Munoz<fcwic4900@sbcglobal.net>; Janna Kaelin<wic2100@wf.net>; Judy Harden<judy.harden@ttuhsc.edu>; Karen Finstuen<kfinstuen.cdb@tachc.org>; Karen Gibson<karen.gibson@uth.tmc.edu>; Karen Sanders<ksanders@st-joseph.org>; Kathy Majefski<kmajefski_wic@yahoo.com>; Kay Jarrett<kjarrett@bvcaa.org>; Kimberly Pagel<wic37@hotmail.com>; Krystal Seger<k.seger@smmctx.org>; Lee Ann McDaniel<leeannm@sbcglobal.net>; Leisha Hurtado<wic@matagordaregional.org>; Lety Montiel<lcameroncountywic@att.net>; Lety Montiel<lmontiel@co.cameron.tx.us>; Lilly Aurelia<acburcia@utmb.edu>; Linda Fillinger<wic6400@live.com>; Lloyd, Beth<Beth.Lloyd@dshs.state.tx.us>; Loretta Grisham<lgrisham@bellcountyhealth.org>; Loretta

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 4, 2010

The Honorable Rene A. Ramirez, County Judge
The Honorable Arturo Cuellar, Jr., 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, Jr., 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 Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Texas Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$60,000.00	2010-033266-001A WIC - Lactation Consultants

CERTIFIED BY:



Raymundo Eufrazio, CPA
Hidalgo County Auditor

8/5/10

Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 92ND D.C.

RODOLFO DELGADO
JUDGE, 93RD D.C.

J. R. "BOBBY" FLORES
JUDGE, 113TH D.C.

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

JUAN R. PARTIDA
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

MOE GONZALEZ
JUDGE, 370TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 383RD D.C.

AIDA SALINAS FLORES
JUDGE, 328TH D.C.

ISRAEL RAMON, JR.
JUDGE, 436TH D.C.

JESSE CONTRERAS
JUDGE, 443RD D.C.

DATE: 8/4/2010
 DEPARTMENT HEAD: NORMA LONGORIA
 DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT
 ACCOUNT NUMBER: 0.1292.441.00.350.001.0

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

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
0.1292.441.00.350.001.0.250	Unemployment Compensation	10,758.00
0.1292.441.00.350.001.0.521	Property Insurance	9.00
0.1292.441.00.350.001.0.524	General Insurance	1,916.00
0.1292.441.00.350.001.0.535	Postage	7,317.00
0.1292.441.00.350.001.0.604	Medical Supplies	40,000.00
	Total Appropriations	60,000.00
0-1292-331-10-350-001-0-000	WIC Administration Revenues	60,000.00
	Total Revenues	60,000.00
	TOTAL FUND BALANCE IMPACT	60,000.00

REASON: To amend FY2010 to encumber cost.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE:

ATTEST COUNTY CLERK

AI-22381

17.A.

**Roadway Dedication - Zamorano Street
CC REGULAR**

Date: 08/10/2010
Submitted By: Olga Garza, BUDGET & MANAGEMENT
Submitted For: Joe Peña
Department: BUDGET & MANAGEMENT
Agenda Category: Right of Way

Information

CAPTION

Consideration, action, and/or approval to accept the dedication of Zamorano Street through a Warranty Deed to be included in the County Wide Roadway System.

BACKGROUND

Fiscal Impact

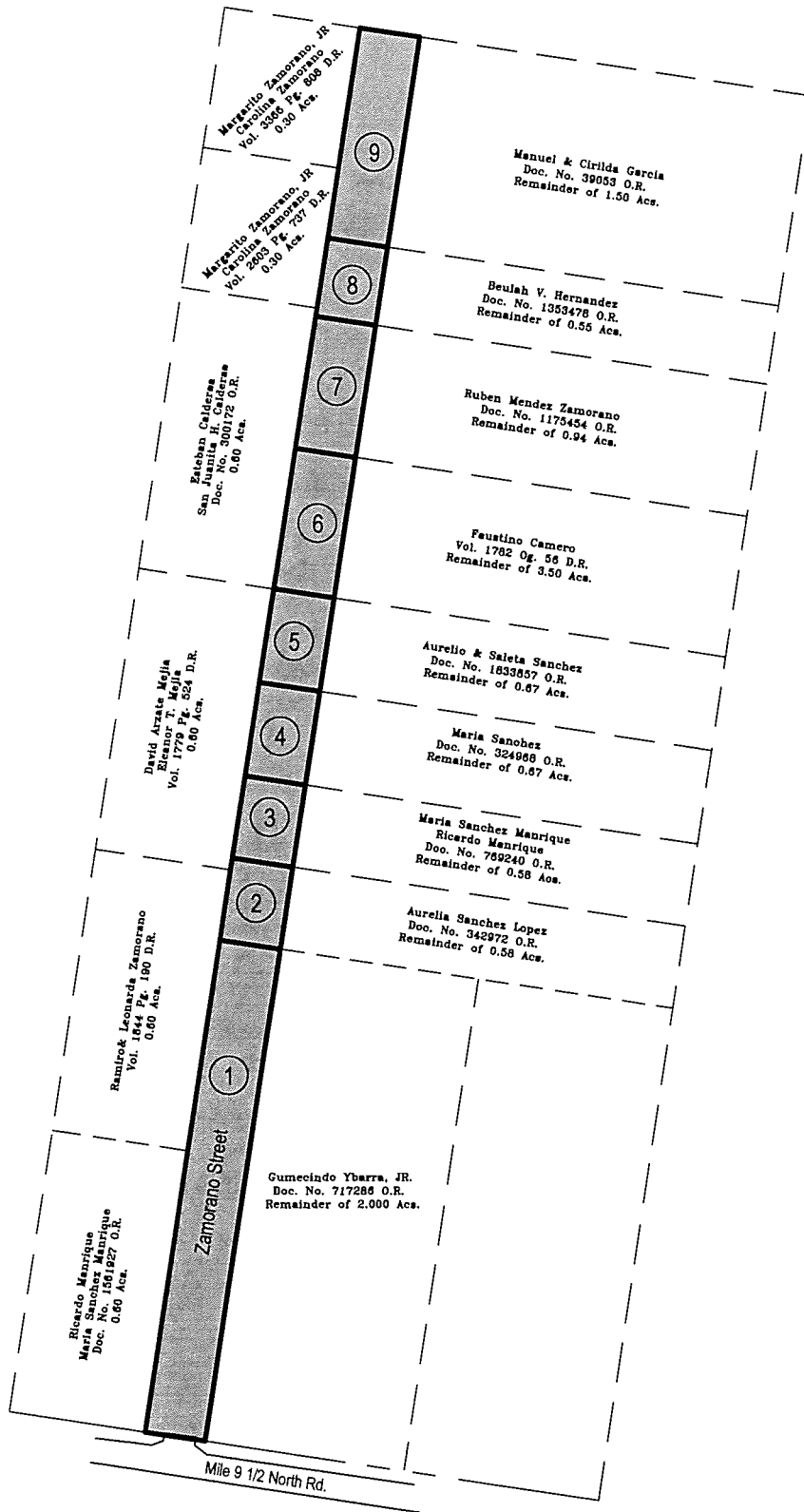
FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No budgetary impact

Attachments

Link: [Warranty Deed](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2010 10:56 AM	APRV
2	Manuel Chapa	Manuel Chapa	08/06/2010 01:21 PM	APRV
3	Auditor's Office		08/06/2010 05:20 PM	NEW
Form Started By: Olga Garza			Started On: 08/06/2010 10:25 AM	
Final Approval Date: 08/06/2010				



**Right-of-Way Parcel Exhibit
Zamorano Street**



212 W. 3rd St. Ph (956) 968-8800
Weslaco, TX 78596 Fax (956) 447-8194

Drawn By: MT	Checked By: MW
Scale: N.T.S.	
Date: 06/25/10	
Project: Zamorano Street	Sheet 1 of 1

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

Chapter 11, Sec. 11.008 Texas Property Code

**Zamorano Street
Parcel: # 1
Right of Way Dedication Deed**

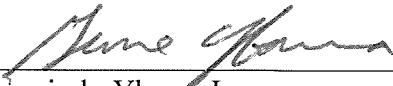
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

I, Gumecindo Ybarra Jr., of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 13th day of July, 2010.



Gumecindo Ybarra Jr.

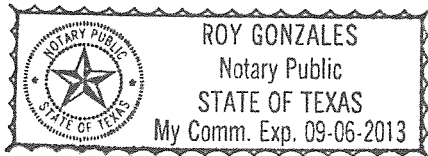
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Gumecindo Ybarra Jr., known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of July, 2010.



Roy Gonzales

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

EXHIBIT "A"
ZAMORANO STREET
RIGHT-OF-WAY PARCEL 1

BEING A 0.468 ACRE (20,363 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 2.000 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 717286, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, OUT OF LOT "G", OF THE RESUBDIVISION OF LOTS 17, 20, AND 21, SUBDIVISION "A" OF THE LA BLANCA AGRICULTURAL COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 42 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.468 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found on the north right-of-way line of Mile 9-1/2 North Road (40.0' right-of-way width) for the southeast corner of said Lot "G";

THENCE, North 81°27'38" East, along the north right-of-way line of said Mile 9-1/2 North Road, same line being the south boundary line of said Lot "G" and the south boundary line of said 2.000 acre tract, a distance of 323.52 feet, to a 5/8 inch iron rod set with a yellow plastic cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") at the southeast corner of a 50.00 foot wide Ingress/Egress Easement and the POINT OF BEGINNING, for the southeast corner of this tract;

THENCE, North 81°27'38" West (*Deed = North 89°53' West*), continuing along the north right-of-way line of said Mile 9-1/2 North Road, same line being the south boundary line of said Lot "G" and the south boundary line of said 2.000 acre tract, a distance of 50.00 feet, to a point, same point being the southwest of said 2.000 acre tract, the southwest corner of said Ingress/Egress Easement and the southeast corner of that certain 0.60 acre tract of land recorded in Document No. 1561927, from which a 1 inch iron pipe found bears South 16°10'58" West, a distance of 0.43 feet;

THENCE, North 08°32'22" East (*Deed = North 00°07' East*), along the west line of said 50.00 foot wide Ingress/Egress Easement, the west boundary line of said 2.000 acre tract and the east boundary line of said 0.60 acre tract, a distance of 407.25 feet, to a 5/8 inch iron rod set with cap, for the northwest corner of this tract, the northwest corner of said 2.000 acre tract, the southwest corner of that certain 0.58 acre tract of land recorded in Document No. 342972, of the Official Records of Hidalgo County, Texas, and being on the east boundary line of that certain 0.60 acre tract of land recorded in Volume 1844, Page 190, of the Deed Records of Hidalgo County, Texas;

THENCE, South 81°27'38" East (*Deed = South 89°53' East*), along the common boundary line of said 0.58 acre tract and said 2.000 acre tract, a distance of 50.00 feet, to a 1/2 inch iron rod found for the northeast corner of this tract, from which, a 1/2 inch iron rod found on the east

boundary line of Lot "G" for the southeast corner of said 0.58 acre tract bears, South 81°27'38"
East a distance of 324.27 feet;

THENCE, South 08°32'22" West, severing said 2.000 acre tract, a distance of 407.25 feet, to
the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.468
acres (20,363 S.F.) more or less, within these metes and bounds.

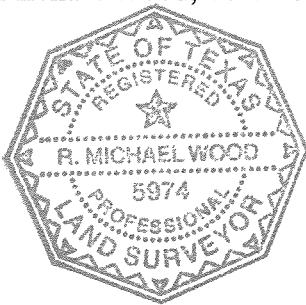
Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205),
NAD 83

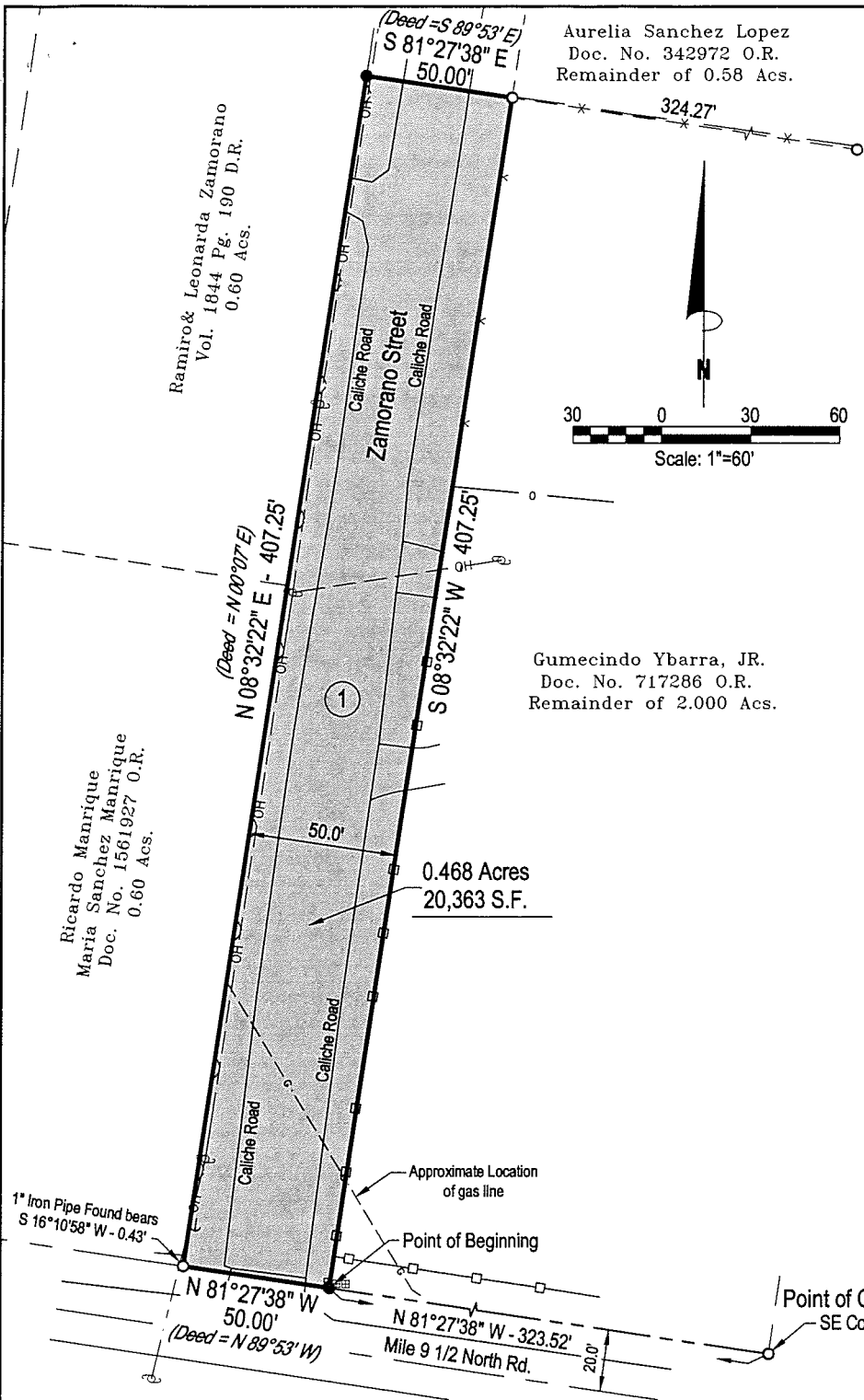
A survey plat of even date was prepared and is made a part of this metes and bounds description.

All references to record data (*Deed* = *****) indicates information as cited in Document No.
717286, of the Official Records of Hidalgo County, Texas.

R. Michael Wood 7/12/10

R. Michael Wood, R.P.L.S. No. 5974





Aurelia Sanchez Lopez
 Doc. No. 342972 O.R.
 Remainder of 0.58 Acs.

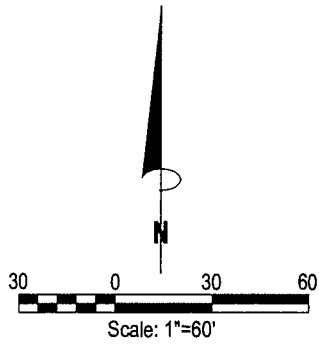
Ramiro & Leonarda Zamorano
 Vol. 1844 Pg. 190 D.R.
 0.60 Acs.

Ricardo Manrique
 Maria Sanchez Manrique
 Doc. No. 1561927 O.R.
 0.60 Acs.

Gumecindo Ybarra, JR.
 Doc. No. 717286 O.R.
 Remainder of 2.000 Acs.

0.468 Acres
 20,363 S.F.

- GENERAL NOTES:**
1. Bearings are Grid North based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83(93).
 2. Original survey plats are signed and sealed in blue ink. All other copies are null and void.
 3. A metes and bounds description of even date was prepared, and is made a part of this survey plat.
 4. Field survey completed on June 21, 2010.
 5. This plat was done without the benefit of a title commitment. All easements and rights-of-ways may or may not be shown.
 6. All references to record data (Deed =***) indicate information as cited in Doc. No. 717286 of the Official Records of Hidalgo County, Texas.



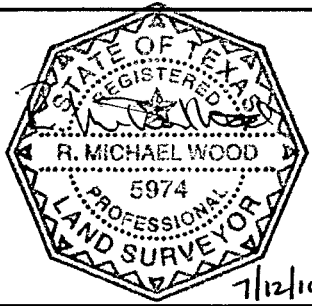
LEGEND	
○	1/2" Iron Rod Found Unless Noted Otherwise
●	5/8" Iron Rod set with a yellow plastic cap stamped "DLS BNDRY MRKR"
⊕	Power Pole
—○—	Overhead Power Line
—◇—	Chain Link Fence
—x—	Hog Wire Fence
—□—	Wrought Iron Fence
—°—	Iron Post Fence
—G—	Gas Line
---	Right-of-way Line

2.000 Acres - Gross
 0.468 Acres - R.O.W. Acquisition
 1.532 Acres - Net

PARCEL 1
 BEING A 0.468 OF AN ACRE (20,363 S.F.) TRACT
 OUT OF LOT "G" RESUBDIVISION OF LOTS 17, 20
 AND 21 LA BLANCA "A" SUBDIVISION, RECORDED IN
 VOLUME 1, PAGE 42, OF THE MAP RECORDS OF
 HIDALGO COUNTY, TEXAS



212 W. 3rd St. Ph (956) 968-8800
 Weslaco, TX 78596 Fax (956) 447-8194



Drawn By: MT	Checked By: MW
Scale: 1" = 60'	
Date: 6/25/10	
Project: Zamorano Rd	Sheet: 3 of 3

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

Chapter 11, Sec. 11.008 Texas Property Code

**Zamorano Street
Parcel: # 2
Right of Way Dedication Deed**

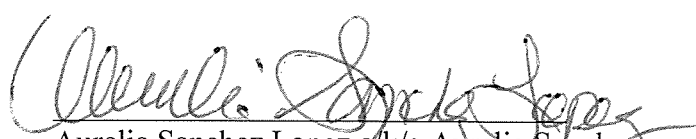
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

I, Aurelia Sanchez Lopez a/k/a Aurelia Sanchez, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 13th day of July, 2010.


Aurelia Sanchez Lopez a/k/a Aurelia Sanchez

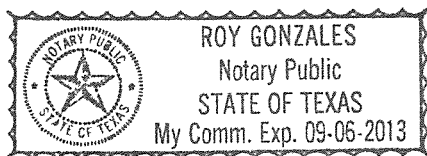
ACKNOWLEDGMENT

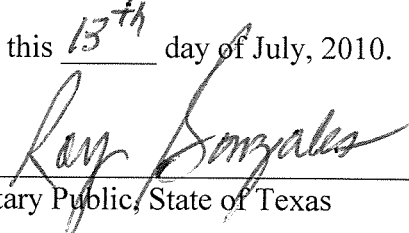
THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Aurelia Sanchez Lopez a/k/a Aurelia Sanchez, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of July, 2010.





Notary Public, State of Texas

**STATE OF TEXAS
COUNTY OF HIDALGO****EXHIBIT "A"
ZAMORANO STREET
RIGHT-OF-WAY PARCEL 2**

BEING A 0.078 ACRE (3,400 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 0.58 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 342972, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, OUT OF LOT "G", OF THE RESUBDIVISION OF LOTS 17, 20, AND 21, SUBDIVISION "A" OF THE LA BLANCA AGRICULTURAL COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 42 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.078 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found on the north right-of-way line of Mile 9-1/2 North Road (40.0' right-of-way width) for the southeast corner of said Lot "G";

THENCE, North 81°27'38" East, along the north right-of-way line of said Mile 9-1/2 North Road, same line being the south boundary line of said Lot "G", at a distance of 323.52 feet, pass a 5/8 inch iron rod set with a yellow plastic cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") at the southeast corner of a 50.00 foot wide Ingress/Egress Easement, continuing a total distance of 373.52 feet, to a point at the southwest corner of a 50.00 foot wide Ingress/Egress Easement, from which a 1 inch iron pipe found bears South 16°10'58" West, a distance of 0.43 feet;

THENCE, North 08°32'22" East, along the west line of said 50.00 foot wide Ingress/Egress Easement, a distance of 407.25 feet, to a 5/8 inch iron rod set with cap, for the southwest corner and the POINT OF BEGINNING of the herein described tract of land, same point being the southwest corner of said 0.58 acre tract, the northwest corner of that certain 2.000 acre tract of land recorded in Document No. 717286, of the Official Records, and being on the east boundary line of that certain 0.60 acre tract of land recorded in Volume 1844, Page 190, of the Deed Records of Hidalgo County, Texas;

THENCE, North 08°32'22" East (*Deed = North*), continuing along the west line of said 50.00 foot wide Ingress/Egress Easement, same line being the west boundary line of said 0.58 acre tract and the east line of said 0.60 acre tract, a distance of 68.00 feet to a 5/8 inch iron rod set with cap for the northwest corner of this tract, the northwest corner of said 0.58 acre tract, the southwest corner of that certain 0.58 acre tract of land recorded in Document No. 769240, of the Official Records of Hidalgo County, Texas, and being on the east boundary line of that certain 0.60 acre tract of land recorded in Volume 1779, Page 524, of the Deed Records of Hidalgo County, Texas;

THENCE, South $81^{\circ}27'38''$ East (*Deed = East*), along the common boundary line of said 0.58 acre tract recorded in Document No. 349972 and said 0.58 acre tract recorded in Document No. 769240, a distance of 50.00 feet, to a 5/8 inch iron rod set with cap for the northeast corner of this tract;

THENCE, South $08^{\circ}32'22''$ West, severing said 0.58 acre tract recorded in Document No. 342972, a distance of 68.00 feet to a 1/2 inch iron rod found for the southeast corner of this tract, same point being on the common boundary line of said 0.58 acre tract recorded in Document No. 342972 and said 2.000 acre tract of land;

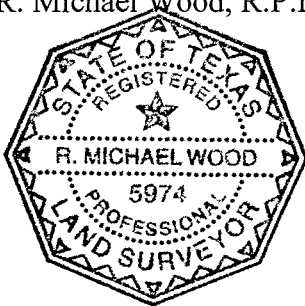
THENCE, North $81^{\circ}27'38''$ West, along the south boundary line of said 0.58 acre tract recorded in Document No. 342972 and the north boundary line of said 2.000 acre tract, a distance of 50.00 feet, to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.078 acres (3,400 S.F.) more or less, within these metes and bounds.

Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83

A survey plat of even date was prepared and is made a part of this metes and bounds description.

All references to record data (*Deed = ******) indicates information as cited in Document No. 342972, of the Official Records of Hidalgo County, Texas.

R. Michael Wood 7/12/10
R. Michael Wood, R.P.L.S. No. 5974



David Arzate Mejia
 Eleanor T. Mejia
 Vol. 1779 Pg. 524 D.R.
 0.60 Acs.

Maria Sanchez Manrique
 Ricardo Manrique
 Doc. No. 769240 O.R.
 Remainder of 0.58 Acs.

0.078 Acres
 3,400 S.F.

Aurelia Sanchez Lopez
 Doc. No. 342972 O.R.
 Remainder of 0.58 Acs.




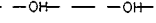
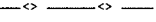


Gumecindo Ybarra, JR.
 Doc. No. 717286 O.R.
 Remainder of 2.000 Acs.

Ramiro & Leonarda Zamorano
 Vol. 1844 Pg. 190 D.R.
 0.60 Acs.

GENERAL NOTES:

1. Bearings are Grid North based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83(93).
2. Original survey plats are signed and sealed in blue ink. All other copies are null and void.
3. A metes and bounds description of even date was prepared, and is made a part of this survey plat.
4. Field survey completed on June 21, 2010.
5. This plat was done without the benefit of a title commitment. All easements and rights-of-ways may or may not be shown.
6. All references to record data (Deed =***) indicate information as cited in Doc. No. 342972 of the Official Records of Hidalgo County, Texas.

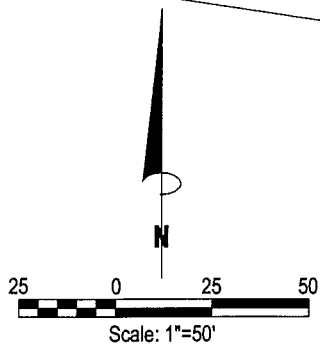
LEGEND

	1/2" Iron Rod Found Unless Noted Otherwise
	5/8" Iron Rod set with a yellow plastic cap stamped "DLS BNDRY MRKR"
	Power Pole
	Overhead Power Line
	Chain Link Fence
	Hog Wire Fence
	Right-of-way Line

0.580 Acres - Gross
 0.078 Acres - R.O.W. Aquisition
 0.502 Acres - Net

1" Iron Pipe Found bears
 S 16°10'58" W - 0.43'

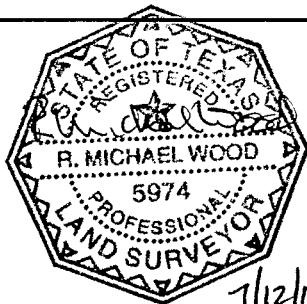
Point of Commencement
 SE Corner of Lot "G"



PARCEL 2
 BEING A 0.078 OF AN ACRE (3,400 S.F.) TRACT OUT
 OF LOT "G" RESUBDIVISION OF LOTS 17, 20 AND 21
 LA BLANCA "A" SUBDIVISION, RECORDED IN VOLUME 1,
 PAGE 42, OF THE MAP RECORDS OF HIDALGO
 COUNTY, TEXAS



212 W. 3rd St. Ph (956) 968-8800
 Weslaco, TX 78596 Fax (956) 447-8194



7/12/10

Drawn By: MT

Checked By: MW

Scale: 1" = 50'

Date: 6/25/10

Project: Zamorano Rd

Sheet 3 of 3

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

Chapter 11, Sec. 11.008 Texas Property Code

**Zamorano Street
Parcel: # 3
Right of Way Dedication Deed**

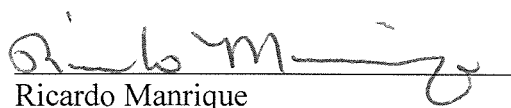
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

I, Ricardo Manrique and wife Maria Sanchez Manrique, of the County of Snohomish, State of Washington, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 26 day of July, 2010.


Ricardo Manrique


Maria Sanchez Manrique

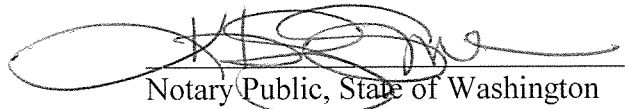
ACKNOWLEDGMENT

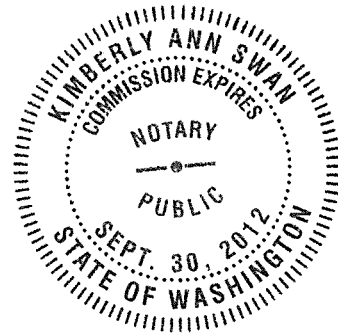
THE STATE OF WASHINGTON

COUNTY OF SNOHOMISH

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Ricardo Manrique and wife Maria Sanchez Manrique, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26 day of July, 2010.


Notary Public, State of Washington



**STATE OF TEXAS
COUNTY OF HIDALGO****EXHIBIT "A"
ZAMORANO STREET
RIGHT-OF-WAY PARCEL 3**

BEING A 0.078 ACRE (3,400 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 0.58 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 769240, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, OUT OF LOT "G", OF THE RESUBDIVISION OF LOTS 17, 20, AND 21, SUBDIVISION "A" OF THE LA BLANCA AGRICULTURAL COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 42 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.078 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found on the north right-of-way line of Mile 9-1/2 North Road (40.0' right-of-way width) for the southeast corner of said Lot "G";

THENCE, North 81°27'38" East, along the north right-of-way line of said Mile 9-1/2 North Road, same line being the south boundary line of said Lot "G", at a distance of 323.52 feet, pass a 5/8 inch iron rod set with a yellow plastic cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") at the southeast corner of a 50.00 foot wide Ingress/Egress Easement, continuing a total distance of 373.52 feet, to a point at the southwest corner of a 50.00 foot wide Ingress/Egress Easement, from which a 1 inch iron pipe found bears South 16°10'58" West, a distance of 0.43 feet;

THENCE, North 08°32'22" East, along the west line of said 50.00 foot wide Ingress/Egress Easement, a distance of 475.25 feet, to a 5/8 inch iron rod set with cap, for the southwest corner and the POINT OF BEGINNING of the herein described tract of land, same point being the southwest corner of said 0.58 acre tract, the northwest corner of that certain 0.58 acre tract of land recorded in Document No. 342972, and being on the east boundary line of that certain 0.60 acre tract of land recorded in Volume 1779, Page 524, of the Deed Records of Hidalgo County, Texas;

THENCE, North 08°32'22" East (*Deed = North*), continuing along the west line of said 50.00 foot wide Ingress/Egress Easement, same line being the west boundary line of said 0.58 acre tract recorded in Document No. 769240 and the east line of said 0.60 acre tract, a distance of 68.00 feet to a 5/8 inch iron rod set with cap for the northwest corner of this tract, the northwest corner of said 0.58 acre tract recorded in Document No. 769240, the southwest corner of that certain 0.67 acre tract of land recorded in Document No. 324968, and being on the east boundary line of said 0.60 acre tract;

THENCE, South 81°27'38" East (*Deed = East*), along the common boundary line of said 0.67 acre tract and said 0.58 acre tract recorded in Document No. 769240, a distance of 50.00 feet, to a 5/8 inch iron rod set with cap for the northeast corner of this tract;

THENCE, South $08^{\circ}32'22''$ West, severing said 0.58 acre tract recorded in Document No. 769240, a distance of 68.00 feet to a 5/8 inch iron rod set with cap on the south boundary line of said 0.58 acre tract recorded in Document No. 769240 for the southeast corner of this tract, same line being the common boundary line of said 0.58 acre tracts;

THENCE, North $81^{\circ}27'38''$ West (*Deed = West*), along the south boundary line of said 0.58 acre tract recorded in Document No. 769240 and the north boundary line of said 0.58 acre tract recorded in Document No. 342972, a distance of 50.00 feet, to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.078 acres (3,400 S.F.) more or less, within these metes and bounds.

Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83

A survey plat of even date was prepared and is made a part of this metes and bounds description.

All references to record data (*Deed = ******) indicates information as cited in Document No. 769240, of the Official Records of Hidalgo County, Texas.


R. Michael Wood, R.P.L.S. No. 5974

David Arzate Mejia
Eleanor T. Mejia
Vol. 1779 Pg. 524 D.R.
0.60 Acs.

Maria Sanchez
Doc. No. 324968 O.R.
Remainder of 0.67 Acs.

0.078 Acres
3,400 S.F.








Maria Sanchez Manrique
Ricardo Manrique
Doc. No. 769240 O.R.
Remainder of 0.58 Acs.

Aurelia Sanchez Lopez
Doc. No. 342972 O.R.
Remainder of 0.58 Acs.

Ramiro & Leonarda Zamorano
Vol. 1844 Pg. 190 D.R.
0.60 Acs.

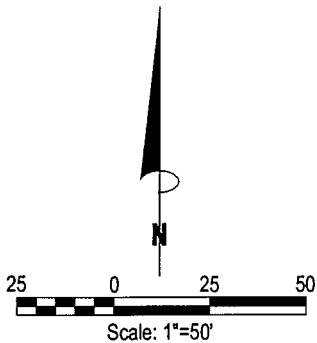
GENERAL NOTES:

1. Bearings are Grid North based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83(93).
2. Original survey plats are signed and sealed in blue ink. All other copies are null and void.
3. A metes and bounds description of even date was prepared, and is made a part of this survey plat.
4. Field survey completed on June 21, 2010.
5. This plat was done without the benefit of a title commitment. All easements and rights-of-ways may or may not be shown.
6. All references to record data (Deed =***) indicate information as cited in Doc. No. 769240 of the Official Records of Hidalgo County, Texas.

LEGEND	
	1/2" Iron Rod Found Unless Noted Otherwise
	5/8" Iron Rod set with a yellow plastic cap stamped "DLS BNDRY MRKR"
	Power Pole
	Overhead Power Line
	Chain Link Fence
	Wood Fence
	Right-of-way Line

0.560 Acres - Gross
0.078 Acres - R.O.W. Aquisition
0.482 Acres - Net

1" Iron Pipe Found bears
S 16°10'58" W - 0.43'



PARCEL 3
BEING A 0.078 OF AN ACRE (3,400 S.F.) TRACT OUT OF LOT "G" RESUBDIVISION OF LOTS 17, 20 AND 21 LA BLANCA "A" SUBDIVISION, RECORDED IN VOLUME 1, PAGE 42, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS



212 W. 3rd St. Ph (956) 968-8800
Weslaco, TX 78596 Fax (956) 447-8194



Drawn By: MT

Checked By: MW

Scale: 1" = 50'

Date: 6/25/10

Project: Zamorano Rd

Sheet 3 of 3

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

Chapter 11, Sec. 11.008 Texas Property Code

**Zamorano Street
Parcel: # 4
Right of Way Dedication Deed**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

I, Maria Sanchez a/k/a/ Maria Sanchez Manrique and Ricardo Manrique, of the County of Snohomish, State of Washington, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.


Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 26 day of July, 2010.



Maria Sanchez a/k/a/ Maria Sanchez Manrique



Ricardo Manrique


ACKNOWLEDGMENT

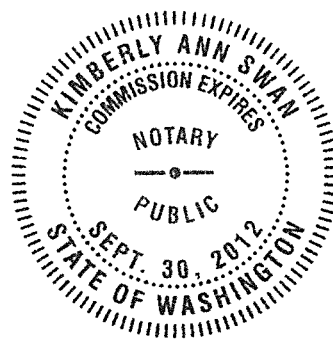
THE STATE OF WASHINGTON

COUNTY OF SNOHOMISH

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Maria Sanchez a/k/a Maria Sanchez Manrique and Ricardo Manrique, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26 day of July, 2010.


Notary Public, State of Washington



**STATE OF TEXAS
COUNTY OF HIDALGO****EXHIBIT "A"
ZAMORANO STREET
RIGHT-OF-WAY PARCEL 4**

BEING A 0.089 ACRE (3,873 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 0.67 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 324968, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, OUT OF LOT "G", OF THE RESUBDIVISION OF LOTS 17, 20, AND 21, SUBDIVISION "A" OF THE LA BLANCA AGRICULTURAL COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 42 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.089 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found on the north right-of-way line of Mile 9-1/2 North Road (40.0' right-of-way width) for the southeast corner of said Lot "G";

THENCE, North 81°27'38" East, along the north right-of-way line of said Mile 9-1/2 North Road, same line being the south boundary line of said Lot "G", at a distance of 323.52 feet, pass a 5/8 inch iron rod set with a yellow plastic cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") at the southeast corner of a 50.00 foot wide Ingress/Egress Easement, continuing a total distance of 373.52 feet, to a point at the southwest corner of a 50.00 foot wide Ingress/Egress Easement, from which a 1 inch iron pipe found bears South 16°10'58" West, a distance of 0.43 feet;

THENCE, North 08°32'22" East, along the west line of said 50.00 foot wide Ingress/Egress Easement, a distance of 543.25 feet, to a 5/8 inch iron rod set with cap, for the southwest corner and the POINT OF BEGINNING of the herein described tract of land, same point being the southwest corner of said 0.67 acre tract, the northwest corner of that certain 0.58 acre tract of land recorded in Document No. 769240, and being on the east boundary line of that certain 0.60 acre tract of land recorded in Volume 1779, Page 524, of the Deed Records of Hidalgo County, Texas;

THENCE, North 08°32'22" East (*Deed = North*), continuing along the west line of said 50.00 foot wide Ingress/Egress Easement, same line being the west boundary line of said 0.67 acre tract and the east line of said 0.60 acre tract, a distance of 77.45 feet to a 5/8 inch iron rod set with cap for the northwest corner of this tract, the northwest corner of said 0.67 acre tract, the southwest corner of that certain 0.67 acre tract of land recorded in Document No. 1833857, and being on the east boundary line of said 0.60 acre tract, from which a 1 inch iron pipe found bears, South 00°30'02" East a distance of 0.90 feet;

THENCE, South 81°27'38" East (*Deed = East*), along the common boundary line of said 0.67 acre tracts, a distance of 50.00 feet, to a 1/2 inch iron rod found for the northeast corner of this tract;

THENCE, South 08°32'22" West, severing said 0.67 acre tract recorded in Document No. 324968, a distance of 77.45 feet, to a 5/8 inch iron rod set with cap on the south boundary line of said 0.67 acre tract recorded in Document No. 324968 for the southeast corner of this tract, same line being the north boundary line of said 0.58 acre tract of land recorded in Document No. 769240, of the Official Records of Hidalgo County, Texas;

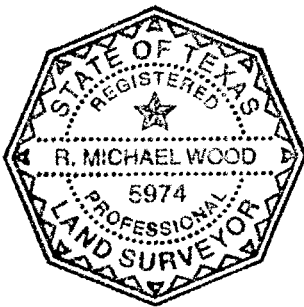
THENCE, North 81°27'38" West (*Deed = West*), along the south boundary line of said 0.67 acre tract recorded in Document No. 324968 and the north boundary line of said 0.58 acre tract, a distance of 50.00 feet, to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.089 acres (3,873 S.F.) more or less, within these metes and bounds.

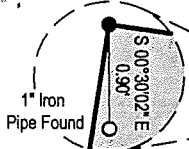
Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83

A survey plat of even date was prepared and is made a part of this metes and bounds description.

All references to record data (*Deed = ******) indicates information as cited in Document No. 324698, of the Official Records of Hidalgo County, Texas.

R. Michael Wood 7/12/10
R. Michael Wood, R.P.L.S. No. 5974





David Arzate Mejia
Eleanor T. Mejia
Vol. 1779 Pg. 524 D.R.
0.60 Acs.

Aurelio & Saleta Sanchez
Doc. No. 1833857 O.R.
Remainder of 0.67 Acs.

0.089 Acres
3,873 S.F.

Maria Sanchez
Doc. No. 324968 O.R.
Remainder of 0.67 Acs.

Maria Sanchez Manrique
Ricardo Manrique
Doc. No. 769240 O.R.
Remainder of 0.58 Acs.

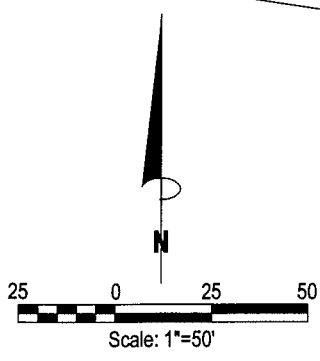
Aurelia Sanchez Lopez
Doc. No. 342972 O.R.
Remainder of 0.58 Acs.

- GENERAL NOTES:**
1. Bearings are Grid North based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83(93).
 2. Original survey plats are signed and sealed in blue ink. All other copies are null and void.
 3. A metes and bounds description of even date was prepared, and is made a part of this survey plat.
 4. Field survey completed on June 21, 2010.
 5. This plat was done without the benefit of a title commitment. All easements and rights-of-ways may or may not be shown.
 6. All references to record data (Deed =****) indicate information as cited in Doc. No.324968 of the Official Records of Hidalgo County, Texas.

LEGEND	
	1/2" Iron Rod Found Unless Noted Otherwise
	5/8" Iron Rod set with a yellow plastic cap stamped "DLS BNDRY MRKR"
	Power Pole
	Overhead Power Line
	Chain Link Fence
	Block wall
	Right-of-way Line
	Wood Fence

0.670 Acres - Gross
0.089 Acres - R.O.W. Aquisition
0.581 Acres - Net

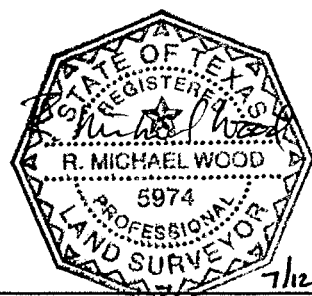
1" Iron Pipe Found bears
S 16° 10' 58" W - 0.43'



PARCEL 4
BEING A 0.089 OF AN ACRE (3,873 S.F.) TRACT OUT OF LOT "G" RESUBDIVISION OF LOTS 17, 20 AND 21 LA BLANCA "A" SUBDIVISION, RECORDED IN VOLUME 1, PAGE 42, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS



212 W. 3rd St. Ph (956) 968-8800
Weslaco, TX 78596 Fax (956) 447-8194



Drawn By: MT	Checked By: MW
Scale: 1" = 50'	
Date: 6/25/10	
Project: Zamorano Rd	Sheet 3 of 3

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

Chapter 11, Sec. 11.008 Texas Property Code

**Zamorano Street
Parcel: # 5
Right of Way Dedication Deed**

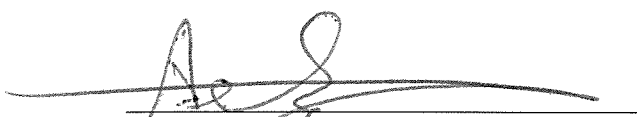
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

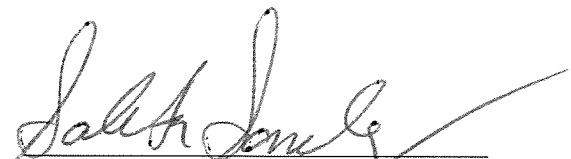
We, Aurelio Sanchez and wife Saleta Sanchez, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 14th day of July, 2010.


Aurelio Sanchez


Saleta Sanchez

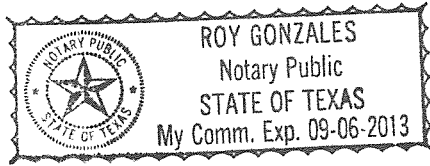
ACKNOWLEDGMENT

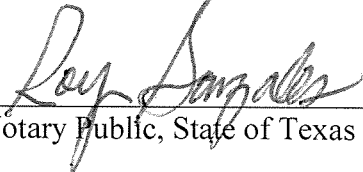
THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Aurelio Sanchez and wife Saleta Sanchez, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of July, 2010.





Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

EXHIBIT "A"
ZAMORANO STREET
RIGHT-OF-WAY PARCEL 5

BEING A 0.089 ACRE (3,873 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 0.67 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 1833857, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, OUT OF LOT "G", OF THE RESUBDIVISION OF LOTS 17, 20, AND 21, SUBDIVISION "A" OF THE LA BLANCA AGRICULTURAL COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 42 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.089 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found on the north right-of-way line of Mile 9-1/2 North Road (40.0' right-of-way width) for the southeast corner of said Lot "G";

THENCE, North 81°27'38" East, along the north right-of-way line of said Mile 9-1/2 North Road, same line being the south boundary line of said Lot "G", at a distance of 323.52 feet, pass a 5/8 inch iron rod set with a yellow plastic cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") at the southeast corner of a 50.00 foot wide Ingress/Egress Easement, continuing a total distance of 373.52 feet, to a point at the southwest corner of a 50.00 foot wide Ingress/Egress Easement, from which a 1 inch iron pipe found bears South 16°10'58" West, a distance of 0.43 feet;

THENCE, North 08°32'22" East, along the west line of said 50.00 foot wide Ingress/Egress Easement, a distance of 620.70 feet, to a 5/8 inch iron rod set with cap, for the southwest corner and the POINT OF BEGINNING of the herein described tract of land, same point being the southwest corner of said 0.67 acre tract, the northwest corner of that certain 0.67 acre tract of land recorded in Document No. 324968, and being on the east boundary line of that certain 0.60 acre tract of land recorded in Volume 1779, Page 524, of the Deed Records of Hidalgo County, Texas;

THENCE, North 08°32'22" East (*Deed = North*), continuing along the west line of said 50.00 foot wide Ingress/Egress Easement, same line being the west boundary line of said 0.67 acre tract recorded in Document No. 1833857 and the east line of said 0.60 acre tract, a distance of 77.45 feet to a 5/8 inch iron rod set with cap, for the northwest corner of this tract, the northwest corner of said 0.67 acre tract recorded in Document No. 1833857, the southwest corner of the remainder of that certain 3.50 acre tract of land recorded in Volume 1782, Page 56, of the Deed Records of Hidalgo County, Texas, from which a 1 inch iron pipe found for the northwest corner of said 0.60 acre tract bears, North 81°27'38" W a distance of 111.38 feet;

THENCE, South 81°27'38" East, along the common boundary line of said 0.67 acre tract recorded in Document No. 1833857 and the remainder of said 3.50 acre tract, a distance of 50.00 feet, to a 1/2 inch iron rod found for the northeast corner of this tract;

THENCE, South 08°32'22" West, severing said 0.67 acre tract recorded in Document No. 1833857, a distance of 77.45 feet, to a 1/2 inch iron rod found on the common boundary line of said 0.67 acre tracts, for the southeast corner of this tract;

THENCE, North 81°27'38" West (*Deed = West*), along the common boundary line of said 0.67 acre tracts, a distance of 50.00 feet, to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.089 acres (3,873 S.F.) more or less, within these metes and bounds.

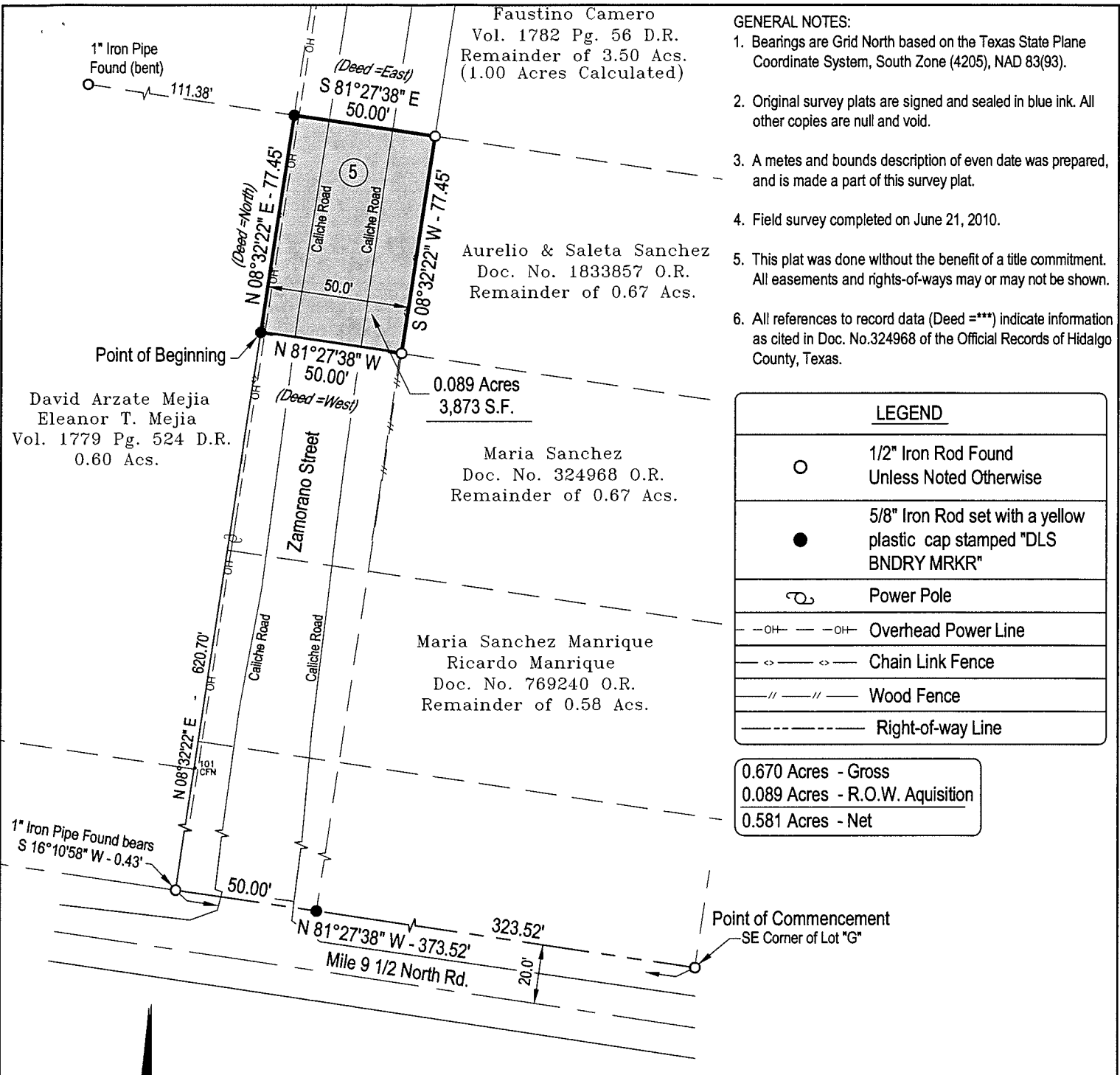
Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83

A survey plat of even date was prepared and is made a part of this metes and bounds description.

All references to record data (*Deed = ******) indicates information as cited in Document No. 1833857, of the Official Records of Hidalgo County, Texas.


R. Michael Wood, R.P.L.S. No. 5974



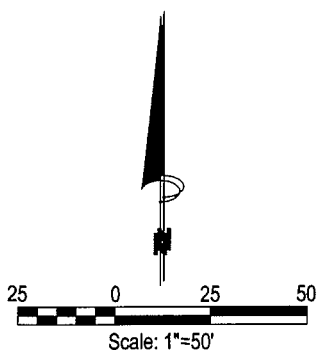


- GENERAL NOTES:**
1. Bearings are Grid North based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83(93).
 2. Original survey plats are signed and sealed in blue ink. All other copies are null and void.
 3. A metes and bounds description of even date was prepared, and is made a part of this survey plat.
 4. Field survey completed on June 21, 2010.
 5. This plat was done without the benefit of a title commitment. All easements and rights-of-ways may or may not be shown.
 6. All references to record data (Deed =***) indicate information as cited in Doc. No.324968 of the Official Records of Hidalgo County, Texas.

LEGEND	
	1/2" Iron Rod Found Unless Noted Otherwise
	5/8" Iron Rod set with a yellow plastic cap stamped "DLS BNDRY MRKR"
	Power Pole
	Overhead Power Line
	Chain Link Fence
	Wood Fence
	Right-of-way Line

0.670 Acres - Gross
 0.089 Acres - R.O.W. Aquisition
 0.581 Acres - Net

PARCEL 5
 BEING A 0.089 OF AN ACRE (3,873 S.F.) TRACT OUT OF LOT "G" RESUBDIVISION OF LOTS 17, 20 AND 21 LA BLANCA "A" SUBDIVISION, RECORDED IN VOLUME 1, PAGE 42, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS



David Arzate Mejia
 Eleanor T. Mejia
 Vol. 1779 Pg. 524 D.R.
 0.60 Acs.

Faustino Camero
 Vol. 1782 Pg. 56 D.R.
 Remainder of 3.50 Acs.
 (1.00 Acres Calculated)

Aurelio & Saleta Sanchez
 Doc. No. 1833857 O.R.
 Remainder of 0.67 Acs.

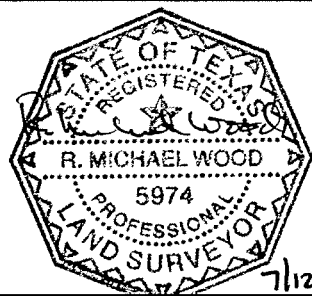
Maria Sanchez
 Doc. No. 324968 O.R.
 Remainder of 0.67 Acs.

Maria Sanchez Manrique
 Ricardo Manrique
 Doc. No. 769240 O.R.
 Remainder of 0.58 Acs.

Drawn By: MT	Checked By: MW
Scale: 1" = 50'	
Date: 6/25/10	
Project: Zamorano Rd	Sheet 3 of 3



212 W. 3rd St. Ph (956) 968-8800
 Weslaco, TX 78596 Fax (956) 447-8194



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

Chapter 11, Sec. 11.008 Texas Property Code

**Zamorano Street
Parcel: # 6
Right of Way Dedication Deed**

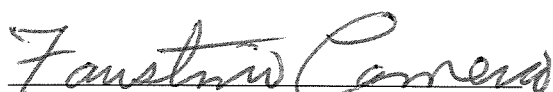
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

I, Faustino Camero and Luisa G. Camero, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 14th day of July, 2010.



Faustino Camero



Luisa G. Camero

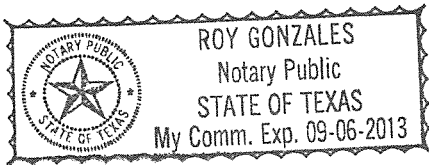
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Faustino Camero, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of July, 2010.



Roy Gonzales
Notary Public, State of Texas

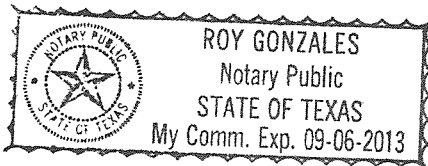
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Luisa G. Camero, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of July, 2010.



Roy Gonzales
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

EXHIBIT "A"
ZAMORANO STREET
RIGHT-OF-WAY PARCEL 6

BEING A 0.134 ACRE (5,818 S.F.) TRACT OF LAND OUT OF THE REMAINDER OF THAT CERTAIN 3.50 ACRE TRACT OF LAND RECORDED IN VOLUME 1782, PAGE 56, OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS, OUT OF LOT "G", OF THE RESUBDIVISION OF LOTS 17, 20, AND 21, SUBDIVISION "A" OF THE LA BLANCA AGRICULTURAL COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 42 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.134 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found on the north right-of-way line of Mile 9-1/2 North Road (40.0' right-of-way width) for the southeast corner of said Lot "G";

THENCE, North 81°27'38" East, along the north right-of-way line of said Mile 9-1/2 North Road, same line being the south boundary line of said Lot "G", at a distance of 323.52 feet, pass a 5/8 inch iron rod set with a yellow plastic cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") at the southeast corner of a 50.00 foot wide Ingress/Egress Easement, continuing a total distance of 373.52 feet, to a point at the southwest corner of a 50.0 feet wide Ingress/Egress Easement, from which a 1 inch iron pipe found bears South 16°10'58" West, a distance of 0.43 feet;

THENCE, North 08°32'22" East, along the west line of said 50.00 foot wide Ingress/Egress Easement, a distance of 698.15 feet, to a 5/8 inch iron rod set with cap, for the southwest corner and the POINT OF BEGINNING of the herein described tract of land, same point being the southwest corner of the remainder of said 3.50 acre tract, the northwest corner of that certain 0.67 acre tract of land recorded in Document No. 1833857, the northeast corner of that certain 0.60 acre tract of land recorded in Volume 1779, Page 524, of the Deed Records, and the southeast corner of that certain 0.60 acre tract of land recorded in Document No. 300172, from which, a 1 inch iron pipe found (bent) for the common west corner of said 0.60 acre tracts bears, North 81°27'38" West, a distance of 111.38 feet;

THENCE, North 08°32'22" East (*Deed = North*), continuing along the west line of said 50.00 foot wide Ingress/Egress Easement, same line being the common boundary line of the remainder of said 3.50 acre tract and said 0.60 acre tract recorded in Document No. 300172, a distance of 116.35 feet to a 1/2 inch iron rod found, for the northwest corner of this tract, the northwest corner of the remainder of said 3.50 acre tract and the southwest corner of that certain 0.94 acre tract of land recorded in Document No. 1175454, same point being on the east boundary line of said 0.60 acre tract recorded in Document No. 300172;

THENCE, South 81°27'38" East (*Deed = East*), along the common boundary line of the remainder of said 3.50 acre tract and said 0.94 acre tract, a distance of 50.00 feet, to a 1/2 inch iron rod found for the northeast corner of this tract, from which, a 1/2 inch iron rod found on the east boundary line of said Lot "G" for the common east corner of the remainder of said 3.50 acre tract and said 0.94 acre tract bears, South 81°27'38" East a distance of 324.36 feet;

THENCE, South 08°32'22" West, severing the remainder of said 3.50 acre tract, a distance of 116.35 feet, to a 1/2 inch iron rod found on the common boundary line of the remainder of said 3.50 acre tract and said 0.67 acre tract, for the southeast corner of this tract;

THENCE, North 81°27'38" West, along the common boundary line of the remainder of said 3.50 acre tract and said 0.67 acre tract, a distance of 50.00 feet, to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.134 acres (5,818 S.F.) more or less, within these metes and bounds.

Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83

A survey plat of even date was prepared and is made a part of this metes and bounds description.

All references to record data (*Deed = ******) indicates information as cited in Volume 1782, Page 56, of the Deed Records of Hidalgo County, Texas.




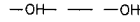
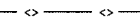
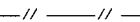

R. Michael Wood 2/13/10

R. Michael Wood, R.P.L.S. No. 5974

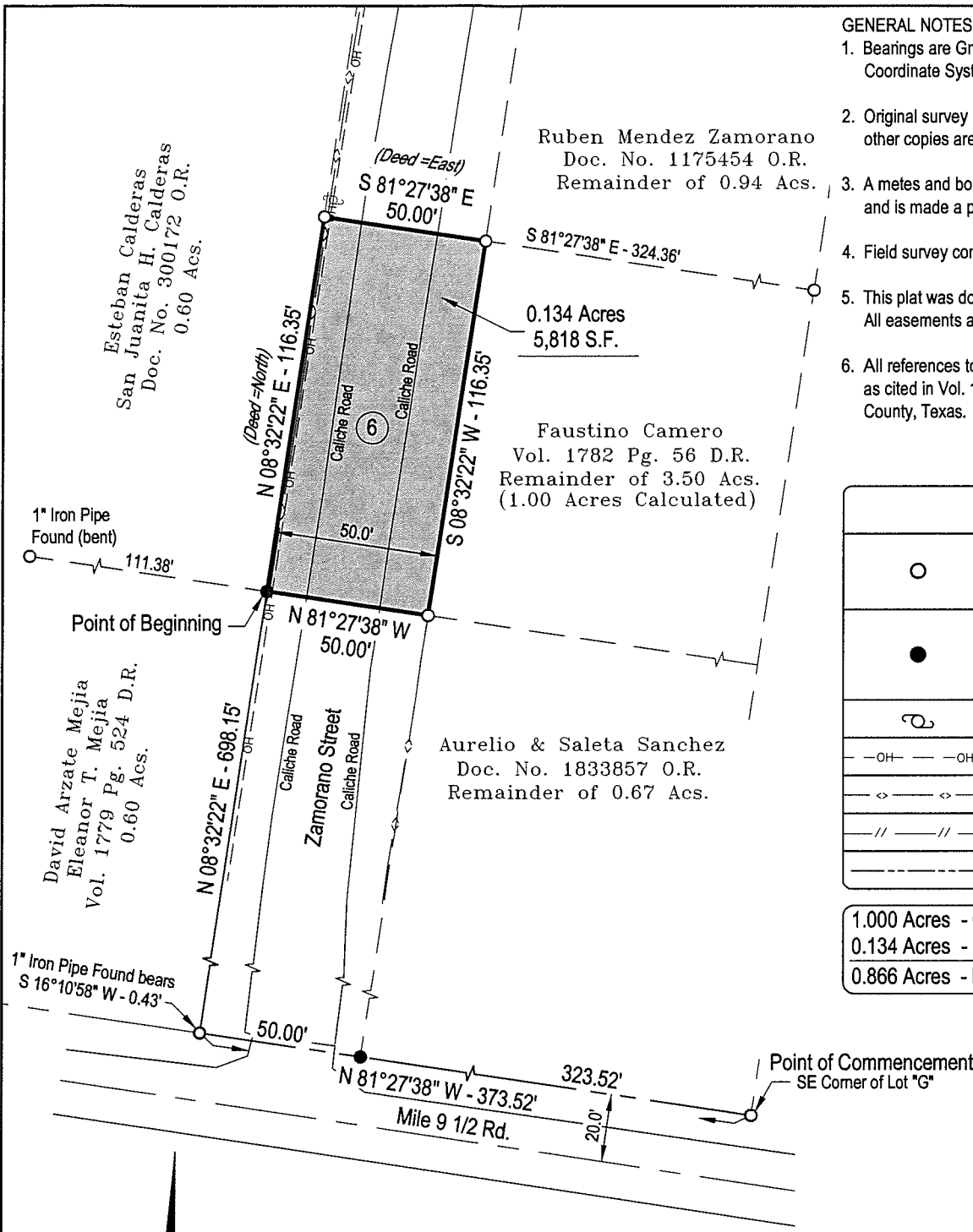


GENERAL NOTES:

1. Bearings are Grid North based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83(93).
2. Original survey plats are signed and sealed in blue ink. All other copies are null and void.
3. A metes and bounds description of even date was prepared, and is made a part of this survey plat.
4. Field survey completed on June 21, 2010.
5. This plat was done without the benefit of a title commitment. All easements and rights-of-ways may or may not be shown.
6. All references to record data (Deed=****) indicate information as cited in Vol. 1782, Pg. 56 of the Deed Records of Hidalgo County, Texas.

LEGEND	
	1/2" Iron Rod Found Unless Noted Otherwise
	5/8" Iron Rod set with a yellow plastic cap stamped "DLS BNDRY MRKR"
	Power Pole
	Overhead Power Line
	Chain Link Fence
	Wood Fence
	Right-of-way Line

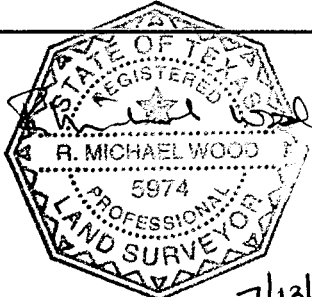
1.000 Acres - Gross
 0.134 Acres - R.O.W. Acquisition
 0.866 Acres - Net



PARCEL 6
 BEING A 0.134 OF AN ACRE (5,818 S.F.) TRACT OUT OF LOT "G" RESUBDIVISION OF LOTS 17, 20 AND 21 LA BLANCA "A" SUBDIVISION, RECORDED IN VOLUME 1, PAGE 42, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS



212 W. 3rd St. Ph (956) 968-8800
 Weslaco, TX 78596 Fax (956) 447-8194



7/13/10

Drawn By: MT	Checked By: MW
Scale: 1" = 50'	
Date: 6/25/10	
Project: Zamorano Rd	Sheet 3 of 3

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

Chapter 11, Sec. 11.008 Texas Property Code

**Zamorano Street
Parcel: # 7
Right of Way Dedication Deed**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

We, Ruben Mendez Zamorano and Yolando Lopez, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 13th day of July, 2010.

Mendez
Ruben Zamorano

Ruben Mendez Zamorano

Yolanda Lopez

Yolando Lopez

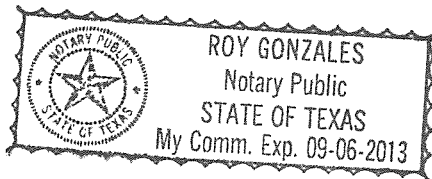
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Ruben Mendez Zamorano and Yolando Lopez, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of July, 2010.



Roy Gonzales

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

EXHIBIT "A"
ZAMORANO STREET
RIGHT-OF-WAY PARCEL 7

BEING A 0.126 ACRE (5,475 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 0.94 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 1175454, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, OUT OF LOT "G", OF THE RESUBDIVISION OF LOTS 17, 20, AND 21, SUBDIVISION "A" OF THE LA BLANCA AGRICULTURAL COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 42 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.126 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found on the north right-of-way line of Mile 9-1/2 North Road (40.0' right-of-way width) for the southeast corner of said Lot "G";

THENCE, North 81°27'38" East, along the north right-of-way line of said Mile 9-1/2 North Road, same line being the south boundary line of said Lot "G", at a distance of 323.52 feet, pass a 5/8 inch iron rod set with a yellow plastic cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") at the southeast corner of a 50.00 foot wide Ingress/Egress Easement, continuing a total distance of 373.52 feet, to a point at the southwest corner of a 50.00 foot wide Ingress/Egress Easement, from which a 1 inch iron pipe found bears South 16°10'58" West, a distance of 0.43 feet;

THENCE, North 08°32'22" East, along the west line of said 50.00 foot wide Ingress/Egress Easement, a distance of 814.50 feet, to a 1/2 inch iron rod found, for the southwest corner and the POINT OF BEGINNING of the herein described tract of land, same point being the southwest corner of said 0.94 acre tract, the northwest corner of the remainder of that certain 3.50 acre tract of land recorded in Volume 1782, Page 56, of the Deed Records and being on the east boundary line of that certain 0.60 acre tract of land recorded in Document No. 300172, of the Official Records of Hidalgo County, Texas;

THENCE, North 08°32'22" East (*Deed = North*), continuing along the west line of said 50.00 foot wide Ingress/Egress Easement, same line being the common boundary line of said 0.94 acre tract and said 0.60 acre tract, a distance of 109.50 feet to a 5/8 inch iron rod set with cap, for the northwest corner of this tract, the northwest corner of said 0.94 acre tract and the southwest corner of that certain 0.55 acre tract of land recorded in Document No. 1353478, same point being on the east boundary line of said 0.60 acre tract;

THENCE, South 81°27'38" East (*Deed = East*), along the common boundary line of said 0.94 acre tract and said 0.55 acre tract, a distance of 50.00 feet, to a 1/2 inch iron rod found for the northeast corner of this tract;

THENCE, South 08°32'22" West, severing said 0.94 acre tract, a distance of 109.50 feet, to a 1/2 inch iron rod found on the common boundary line of said 0.94 acre tract and the remainder of said 3.50 acre tract, for the southeast corner of this tract, from which, a 1/2 inch iron rod found on the east boundary line of said Lot "G" for the common east corner of said 0.94 acre tract and the remainder of said 3.50 acre tract bears, South 81°27'38" East a distance of 324.39 feet;

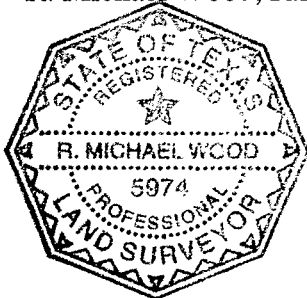
THENCE, North 81°27'38" West (*Deed = West*), along the common boundary line of said 0.94 acre tract and the remainder of said 3.50 acre tract, a distance of 50.00 feet, to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.126 acres (5,475 S.F.) more or less, within these metes and bounds.

Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83

A survey plat of even date was prepared and is made a part of this metes and bounds description.

All references to record data (*Deed = ******) indicates information as cited in Document No. 1175454, of the Official Records of Hidalgo County, Texas.

R. Michael Wood 7/13/10
R. Michael Wood, R.P.L.S. No. 5974



Margarito Zamorano, JR
 Carolina Zamorano
 Vol. 2603 Pg. 737 D.R.
 0.30 Acs.

Esteban Calderas
 San Juanita H. Calderas
 Doc. No. 300172 O.R.
 0.60 Acs.

Beulah V. Hernandez
 Doc. No. 1353478 O.R.
 Remainder of 0.55 Acs.




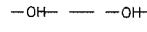
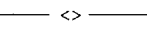

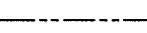
0.126 Acres
 5,475 S.F.

Ruben Mendez Zamorano
 Doc. No. 1175454 O.R.
 Remainder of 0.94 Acs.

Faustino Camero
 Vol. 1782 Pg. 56 D.R.
 Remainder of 3.50 Acs.
 (1.00 Acres Calculated)

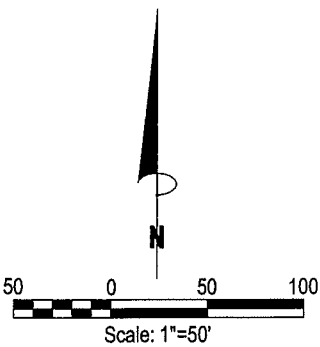
GENERAL NOTES:

1. Bearings are Grid North based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83(93).
2. Original survey plats are signed and sealed in blue ink. All other copies are null and void.
3. A metes and bounds description of even date was prepared, and is made a part of this survey plat.
4. Field survey completed on June 21, 2010.
5. This plat was done without the benefit of a title commitment. All easements and rights-of-ways may or may not be shown.
6. All references to record data (Deed =***) Indicate information as cited in Doc. No. 1175454 of the Official Records of Hidalgo County, Texas.

LEGEND	
	1/2" Iron Rod Found Unless Noted Otherwise
	5/8" Iron Rod set with a yellow plastic cap stamped "DLS BNDRY MRKR"
	Power Pole
	Overhead Power Line
	Chain Link Fence
	Block wall
	Right-of-way Line

0.94 Acres - Gross
 0.126 Acres - R.O.W. Aquisition
 0.814 Acres - Net

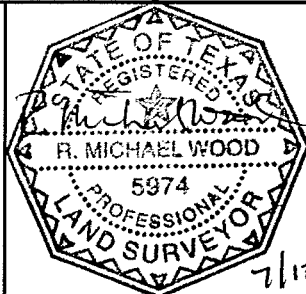
1" Iron Pipe Found bears
 S 16°10'58" W - 0.43'



PARCEL 7
 BEING A 0.126 OF AN ACRE (5,475 S.F.) TRACT OUT OF LOT "G" RESUBDIVISION OF LOTS 17, 20 AND 21 LA BLANCA "A" SUBDIVISION, RECORDED IN VOLUME 1, PAGE 42, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS



212 W. 3rd St. Ph (956) 968-8800
 Weslaco, TX 78596 Fax (956) 447-8194



Drawn By: MT	Checked By: MW
Scale: 1" = 50'	
Date: 6/25/10	
Project: Zamorano Rd	Sheet 3 of 3

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

Chapter 11, Sec. 11.008 Texas Property Code

**Zamorano Street
Parcel: # 8
Right of Way Dedication Deed**

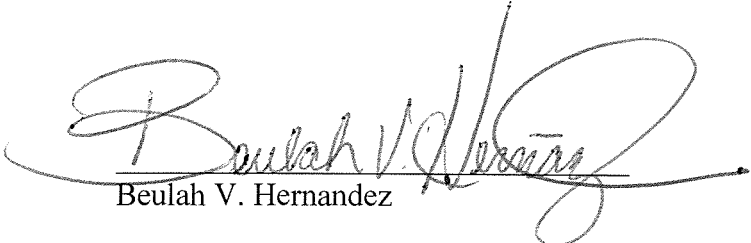
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

I, Beulah V. Hernandez, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 15th day of July, 2010.


Beulah V. Hernandez

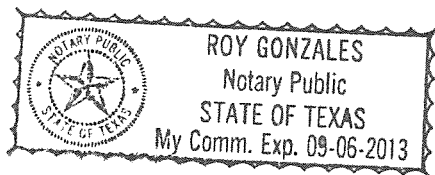
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Beulah V. Hernandez, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of July, 2010.



Roy Gonzales

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HIDALGOEXHIBIT "A"
ZAMORANO STREET
RIGHT-OF-WAY PARCEL 8

BEING A 0.075 ACRE (3,250 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 0.55 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 1353478, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, OUT OF LOT "G", OF THE RESUBDIVISION OF LOTS 17, 20, AND 21, SUBDIVISION "A" OF THE LA BLANCA AGRICULTURAL COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 42 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.075 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found on the north right-of-way line of Mile 9-1/2 North Road (40.0' right-of-way width) for the southeast corner of said Lot "G";

THENCE, North 81°27'38" East, along the north right-of-way line of said Mile 9-1/2 North Road, same line being the south boundary line of said Lot "G", at a distance of 323.52 feet, pass a 5/8 inch iron rod set with a yellow plastic cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") at the southeast corner of a 50.00 foot wide Ingress/Egress Easement, continuing a total distance of 373.52 feet, to a point at the southwest corner of a 50.00 foot wide Ingress/Egress Easement, from which a 1 inch iron pipe found bears South 16°10'58" West, a distance of 0.43 feet;

THENCE, North 08°32'22" East, along the west line of said 50.00 foot wide Ingress/Egress Easement, a distance of 924.00 feet, to a 5/8 inch iron rod set with cap, for the southwest corner and the POINT OF BEGINNING of the herein described tract of land, same point being the southwest corner of said 0.55 acre tract, the northwest corner of that certain 0.94 acre tract of land recorded in Document No. 1175454 and being on the east boundary line of that certain 0.60 acre tract of land recorded in Document No. 300172, of the Official Records of Hidalgo County, Texas;

THENCE, North 08°32'22" East (*Deed = North*), continuing along the west line of said 50.00 foot wide Ingress/Egress Easement, same line being the common boundary line of said 0.55 acre tract and said 0.60 acre tract, a distance of 65.00 feet, to an "X" mark chiseled in concrete, for the northwest corner of this tract, the northwest corner of said 0.55 acre tract and the southwest corner of that certain 1.50 acre tract of land recorded in Document No. 39053, same point being on the east boundary line of that certain 0.30 acre tract recorded in Volume 2603, Page 737, of the Deed Records of Hidalgo County, Texas;

THENCE, South 81°27'38" East (*Deed = East*), along the common boundary line of said 0.55 acre tract and said 1.50 acre tract, a distance of 50.00 feet, to a 5/8 inch iron rod set with cap for the northeast corner of this tract;

THENCE, South 08°32'22" West, severing said 0.55 acre tract, a distance of 65.00 feet, to a 1/2 inch iron rod found on the common boundary line of said 0.55 acre tract and said 0.94 acre tract, for the southeast corner of this tract;

THENCE, North 81°27'38" West (*Deed = West*), along the common boundary line of said 0.55 acre tract and said 0.94 acre tract, a distance of 50.00 feet, to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.075 acres (3,250 S.F.) more or less, within these metes and bounds.

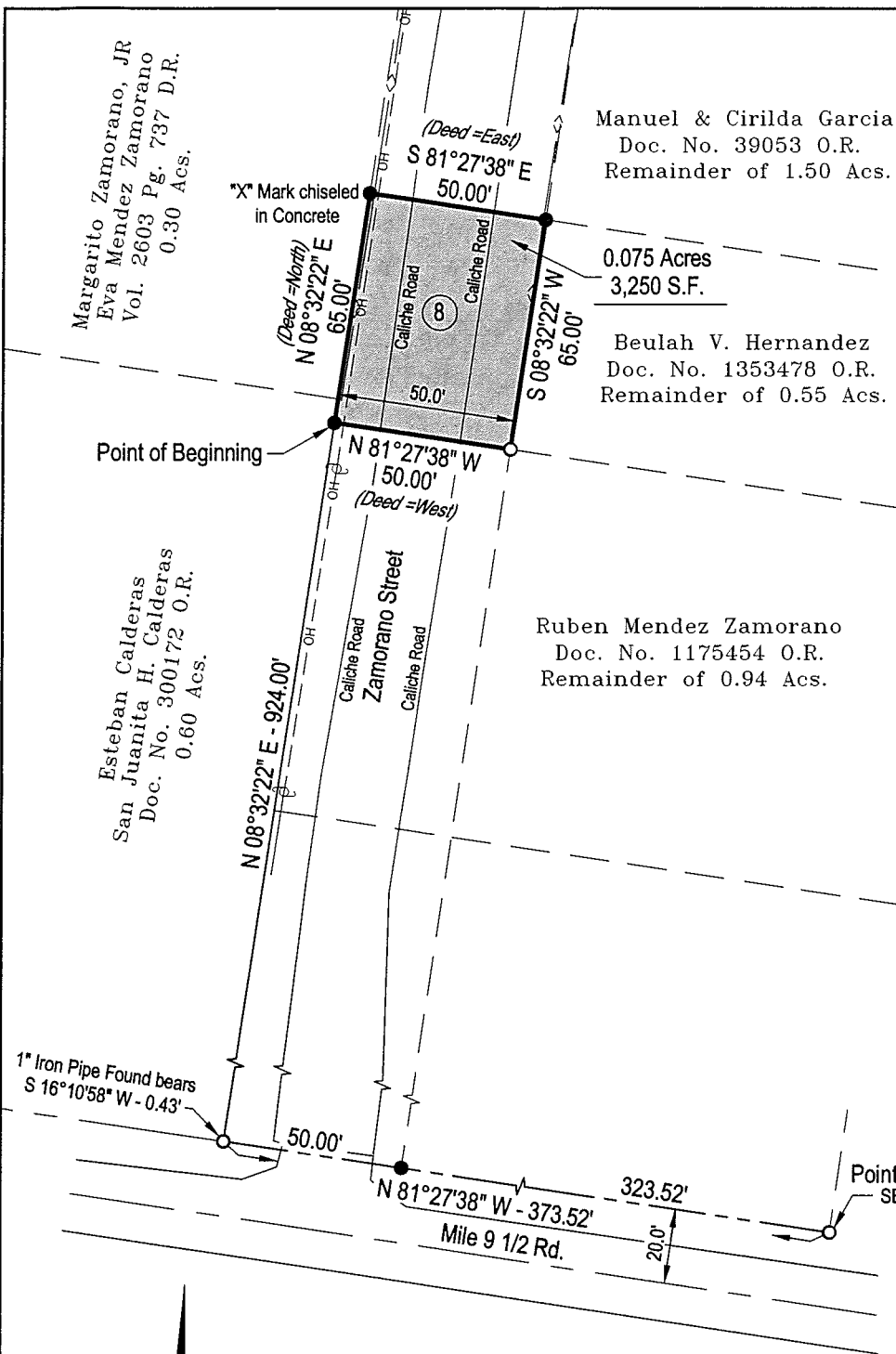
Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83

A survey plat of even date was prepared and is made a part of this metes and bounds description.

All references to record data (*Deed = ******) indicates information as cited in Document No. 1353478, of the Official Records of Hidalgo County, Texas.

R. Michael Wood 7/13/10
R. Michael Wood, R.P.L.S. No. 5974



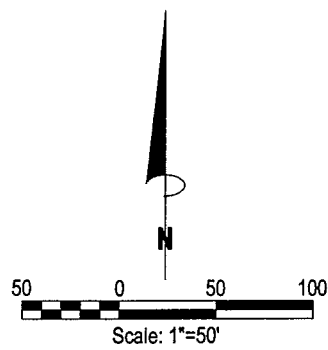


- GENERAL NOTES:**
1. Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83(93).
 2. Original survey plats are signed and sealed in blue ink. All other copies are null and void.
 3. A metes and bounds description of even date was prepared, and is made a part of this survey plat.
 4. Field survey completed on June 21, 2010.
 5. This plat was done without the benefit of a title commitment. All easements and rights-of-ways may or may not be shown.
 6. All references to record data (Deed =****) indicate information as cited in Doc. No. 1353478 of the Official Records of Hidalgo County, Texas.

LEGEND	
	1/2" Iron Rod Found Unless Noted Otherwise
	5/8" Iron Rod set with a yellow plastic cap stamped "DLS BNDRY MRKR"
	Power Pole
	Overhead Power Line
	Chain Link Fence
	Block wall
	Right-of-way Line

0.550 Acres - Gross
 0.075 Acres - R.O.W. Acquisition
 0.475 Acres - Net

PARCEL 8
 BEING A 0.075 OF AN ACRE (3,250 S.F.) TRACT OUT OF LOT "G" RESUBDIVISION OF LOTS 17, 20 AND 21 LA BLANCA "A" SUBDIVISION, RECORDED IN VOLUME 1, PAGE 42, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS



212 W. 3rd St. Ph (956) 968-8800
 Weslaco, TX 78596 Fax (956) 447-8194

7/23/10

Drawn By: MT	Checked By: MW
Scale: 1" = 50'	
Date: 6/25/10	
Project: Zamorano Rd	Sheet 3 of 3

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

Chapter 11, Sec. 11.008 Texas Property Code

**Zamorano Street
Parcel: # 9
Right of Way Dedication Deed**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

I, Manuel Garcia, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 13th day of July, 2010.


Manuel Garcia

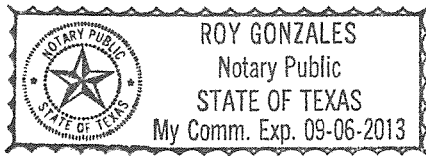
ACKNOWLEDGMENT

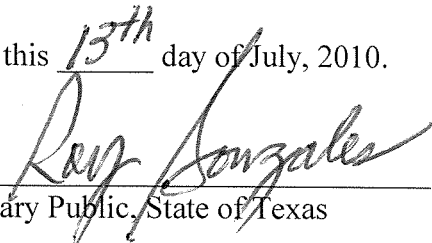
THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Manuel Garcia, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of July, 2010.





Notary Public, State of Texas

**STATE OF TEXAS
COUNTY OF HIDALGO****EXHIBIT "A"
ZAMORANO STREET
RIGHT-OF-WAY PARCEL 9**

BEING A 0.200 ACRE (8,725 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 1.50 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 39053, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, OUT OF LOT "G", OF THE RESUBDIVISION OF LOTS 17, 20, AND 21, SUBDIVISION "A" OF THE LA BLANCA AGRICULTURAL COMPANY SUBDIVISION, AS RECORDED IN VOLUME 1, PAGE 42 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.200 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found on the north right-of-way line of Mile 9-1/2 North Road (40.0' right-of-way width) for the southeast corner of said Lot "G";

THENCE, North 81°27'38" East, along the north right-of-way line of said Mile 9-1/2 North Road, same line being the south boundary line of said Lot "G", at a distance of 323.52 feet, pass a 5/8 inch iron rod set with a yellow plastic cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") at the southeast corner of a 50.00 foot wide Ingress/Egress Easement, continuing a total distance of 373.52 feet, to a point at the southwest corner of said 50.00 foot wide Ingress/Egress Easement, from which a 1 inch iron pipe found bears South 16°10'58" West, a distance of 0.43 feet;

THENCE, North 08°32'22" East, along the west line of said 50.00 foot wide Ingress/Egress Easement, a distance of 989.00 feet, to an "X" mark chiseled in a concrete driveway, for the southwest corner and the POINT OF BEGINNING of the herein described tract of land, same point being the southwest corner of said 1.50 acre tract, the northwest corner of that certain 0.55 acre tract of land recorded in Document No. 1353478 of the Official Records of Hidalgo County, Texas and being on the east boundary line of that certain 0.30 acre tract of land recorded in Volume 2603, Page 737, of the Deed Records of Hidalgo County, Texas;

THENCE, North 08°32'22" East (*Deed = North*), continuing along the west line of said 50.00 foot wide Ingress/Egress Easement, same line being the west boundary line of said 1.50 acre tract and the east line of said 0.30 acre tract, a distance of 174.50 feet to a 5/8 inch iron rod set with cap for the northwest corner of this tract, the northwest corner of said 1.50 acre tract, the northeast corner of that certain 0.30 acre tract of land recorded in Volume 3366, Page 808, of the Deed Records of Hidalgo County, Texas and being on the south boundary line of Dimas Unit No. 1 Subdivision as recorded in Volume 20, Page 79, of the Map Records of Hidalgo County, Texas, from which a 1/2 inch iron rod found at the northwest corner of said 0.30 acre tract bears, North 81°27'38" West, a distance of 110.63 feet;

THENCE, South 81°27'38" East (*Deed = East*), along the common boundary line of said 1.50 acre tract and said Dimas Unit No. 1 Subdivision, a distance of 50.00 feet, to a point for the northeast corner of this tract, from which a 1/2 inch iron rod found bears South 08°32'22" West, a distance of 0.43 feet;

THENCE, South 08°32'22" West, severing said 1.50 acre tract, a distance of 174.50 feet to a 5/8 inch iron rod set with cap on the south boundary line of said 1.50 acre tract for the southeast corner of this tract, same line being the north boundary line of said 0.55 acre tract;

THENCE, North 81°27'38" West (*Deed = West*), along the south boundary line of said 1.50 acre tract and the north boundary line of said 0.55 acre tract, a distance of 50.00 feet, to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.200 acres (8,725 S.F.) more or less, within these metes and bounds.

Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83

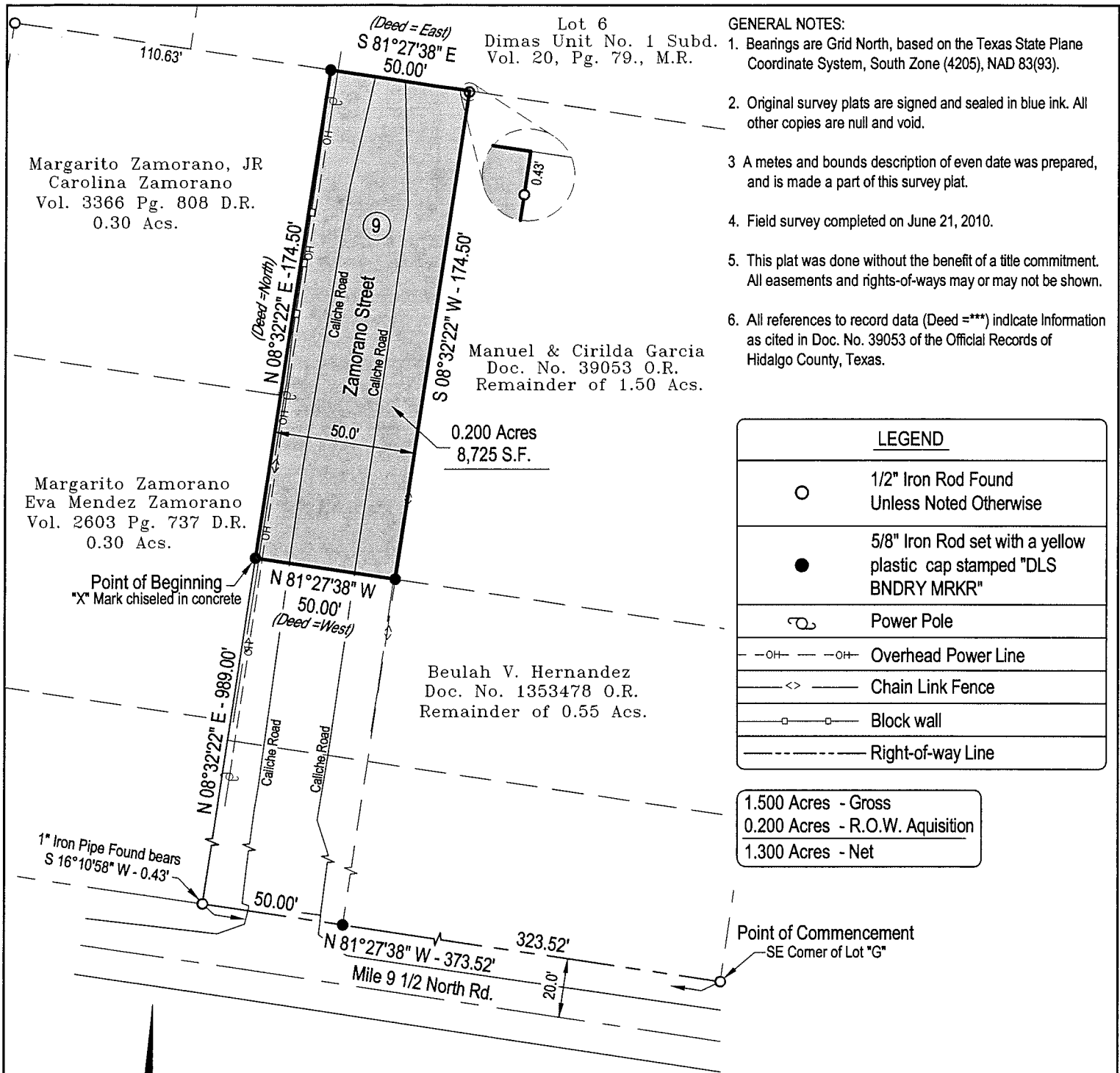
A survey plat of even date was prepared and is made a part of this metes and bounds description.

All references to record data (*Deed = ******) indicates information as cited in Document No. 39053, of the Official Records of Hidalgo County, Texas.

R. Michael Wood 7/12/10

R. Michael Wood, R.P.L.S. No. 5974





- GENERAL NOTES:**
1. Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83(93).
 2. Original survey plats are signed and sealed in blue ink. All other copies are null and void.
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 4. Field survey completed on June 21, 2010.
 5. This plat was done without the benefit of a title commitment. All easements and rights-of-ways may or may not be shown.
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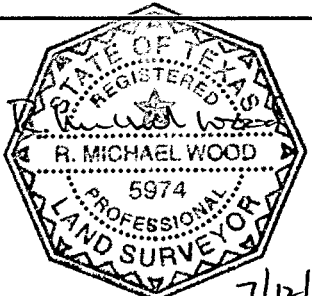
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	5/8" Iron Rod set with a yellow plastic cap stamped "DLS BNDRY MRKR"
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	Right-of-way Line

1.500 Acres - Gross
 0.200 Acres - R.O.W. Acquisition
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PARCEL 9
 BEING A 0.200 OF AN ACRE (8,725 S.F.) TRACT OUT OF LOT "G" RESUBDIVISION OF LOTS 17, 20 AND 21 LA BLANCA "A" SUBDIVISION, RECORDED IN VOLUME 1, PAGE 42, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS



212 W. 3rd St. Ph (956) 968-8800
 Weslaco, TX 78596 Fax (956) 447-8194



7/12/10

Drawn By: MT	Checked By: MW
Scale: 1" = 50'	
Date: 6/25/10	
Project: Zamorano Rd	Sheet 3 of 3

AI-22366

18.A.

Termination of Paving Contract - Pct. 2

CC REGULAR

Date: 08/10/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Submitted For: Comm. Palacios per Steve Crain
Department: EXECUTIVE OFFICE
Agenda Category: Precinct #2

Information

CAPTION

Notice of Intention to terminate Garcia & Martinez Paving, Inc. Contract

BACKGROUND

No additional information provided by Steve Crain.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2010 07:57 AM	APRV
2	Roland Garcia	Rolando Garcia	08/06/2010 04:39 PM	APRV
3	Auditor's Office		08/06/2010 05:20 PM	NEW
Form Started By: Monica Badillo			Started On: 08/05/2010 04:43 PM	
Final Approval Date: 08/06/2010				

**Texas Department of Motor Vehicles - Imposition of Optional Fees
CC REGULAR**

Date: 08/10/2010
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Consideration and approval of an Order imposing vehicle registration fees for calendar year 2011 in accordance with Transportation Code Section 502.172, Section 502.1725 and Section 502.173.

BACKGROUND

Current 2010 Fees: County Road & Bridge Fee \$10.00 and Optional Mobility Fee \$10.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** N/A
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No fiscal impact.

Attachments

Link: [order](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2010 02:08 PM	APRV
2	Ivan Cantu	Ivan Cantu	08/06/2010 02:26 PM	APRV
3	Auditor's Office		08/06/2010 05:20 PM	NEW
Form Started By: Sergio Cruz			Started On: 08/06/2010 01:06 PM	
Final Approval Date: 08/06/2010				



Imposition of Optional Fees Calendar Year 2011

INSTRUCTIONS: As soon as possible but no later than August 15, 2010, please complete and return this form via e-mail to AskVTR@dot.state.tx.us or fax your response to (512) 465-3034. If you have completed **Option B**, be sure to attach a copy of the required Commissioners Court Order.

All county Commissioners Courts are statutorily required to notify the department each year **when revising** the collection of optional fees (Texas Transportation Code, Sections 502.172, 502.1725, and 502.173).

Your County Name: _____
(be sure to include the name of your county on the line above)

If you are **not changing** your optional fees, please check the box next to **OPTION A** below and return this form.

OPTION A - RETAIN THE SAME FEE AS 2010

NOTE: A copy of the Commissioners Court Order is NOT required for this option.

OR...

If you are **changing** your optional fees, please check the box next to **OPTION B** below and complete items 1 through 5 with the Commissioners Court approved changes.

OPTION B - REVISE THE FEES FOR 2011 (Complete the applicable items below)

NOTE: **A copy of the Commissioners Court Order IS required** for optional fee changes.

The Commissioners Court has approved the following optional fee changes for calendar year 2011 (January 1 through December 31, 2011):

1. Impose a new County Road and Bridge Fee of \$_____ (not to exceed \$10)
2. Impose a new Child Safety Fund Fee of \$_____ (not to exceed \$1.50)
3. Discontinue the County Road and Bridge Fee of \$_____
4. Discontinue the Child Safety Fund Fee of \$_____
5. Impose TOTAL 2011 fees of \$_____

If you wish to be contacted electronically for future mailings, or provide an alternate e-mail address, please provide it here:

Thank you.

AI-22345

20.A.4.

**Requesting Authority for County Judge to execute inspection forms for the Renovation of the Health Clinics and South Tower CRC/Park
CC REGULAR**

Date: 08/10/2010
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting authority for County Judge or Court Member to execute a "Request for Inspection from Texas Department of Licensing and Regulation-Architectural Barriers" as required by County and recommended by project architect, VA Architecture, for the following projects:

- a. Hidalgo County's South Tower CRC/Park located in Precinct No. 2;
- b. Renovations of Clinics for Hidalgo County's Department of Health and Human Services

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Subject to Reimbursable to the Architect as according to contract.
Health Clinics contract# C-08-221-05-06 (Reference PO#613390)
South Tower Park/CRC contract# C-07-042-04-17 (Reference PO#608594)

Attachments

Link: [Inspection Forms](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2010 11:38 AM	APRV
2	Budget & Management	Erika Zamora	08/06/2010 11:45 AM	APRV
3	Roland Garcia	Rolando Garcia	08/06/2010 04:31 PM	APRV
4	Auditor's Office	Angela Garcia	08/06/2010 05:20 PM	APRV
Form Started By: Rocio Villarreal			Started On: 08/04/2010 04:50 PM	
Final Approval Date: 08/06/2010				



**TEXAS DEPARTMENT OF LICENSING AND REGULATION
COMPLIANCE DIVISION - ARCHITECTURAL BARRIERS**

P.O. Box 12157 • Austin, Texas 78711 • (512) 463-3211 • (877) 278-0999 • FAX (512) 475-2886
architectural.barriers@license.state.tx.us • www.license.state.tx.us

REQUEST FOR INSPECTION

In accordance with the Texas Architectural Barriers Act, Texas Government Code, Chapter 469, and Administrative Rule 68.52, the owner of a building or facility subject to Chapter 469.101 of the Act shall obtain an inspection from the department, a registered accessibility specialist, or a contract provider not later than the first anniversary of the completion of construction.

The request for an inspection must be made by completing this form and submitting it to the department, a registered accessibility specialist, or contract provider not later than 30 calendar days after the completion of construction. If the Request for Inspection form is submitted to the Department, the form must be accompanied by the applicable inspection fee.

The department, a registered accessibility specialist, or a contract provider must receive the completed Request for Inspection form prior to proceeding with the inspection. Following the inspection, the owner will be advised in writing of the results.

PROJECT INFORMATION

PLEASE PRINT OR TYPE

1. Project Name: South Tower CRC/Park Pending Construction Items		2. EABPRJ #: A9809566
3. Project Address: South Tower Rd.		Suite #:
City: Alamo, Texas	County: Hidalgo	Zip: 78516

OWNER / AGENT INFORMATION

(Check One) I am the Owner (the person/entity that holds title to the property) or the Owner's Agent

4. Name:		5. Company / Agency: Hidalgo County	
6. Address: 100 E. Cano, 2nd Floor			Suite #:
City: Edinburg	State: Texas	Zip: 78539	
7. Phone: 956/318-2600	8. Fax: 956/318-2699	9. **Email:	
10. Signature of Owner/Designated Agent			Date

I have authorized the following to perform the inspection (Check One)

Texas Department of Licensing and Regulation

Contract Provider

Registered Accessibility Specialist RAS # 97 RAS Name Anthony Covacevich

TDLR FORM AB041 03-07

NOTE: An individual who completes and files this form with the Texas Department of Licensing and Regulation (the Dept.) is entitled to the following:
1) to be informed about the information that the Dept. collects about the individual, upon their request and subject to a few exceptions;
2) to receive and review the information, under Sections 552.021 and 552.023 of the Texas Govt. Code; and
3) have the Dept. correct information about the individual that is incorrect, under Section 559.004 of the Texas Govt. Code.

**The Department will add your address to the Architectural Barriers email notification list, which automatically provides Department information on matters affecting Architectural Barriers. Your email address is confidential pursuant to the Texas Public Information Act; the Department will not share it with the public. For additional information link to: <http://www.license.state.tx.us/newsletters/TDLRnotificationlists.asp>



**TEXAS DEPARTMENT OF LICENSING AND REGULATION
COMPLIANCE DIVISION - ARCHITECTURAL BARRIERS**

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The department, a registered accessibility specialist, or a contract provider must receive the completed Request for Inspection form prior to proceeding with the inspection. Following the inspection, the owner will be advised in writing of the results.

PROJECT INFORMATION

PLEASE PRINT OR TYPE

1. Project Name: Hidalgo County Health & Human Svcs. Renovation of Clinics		2. EABPRJ #: A9809567
3. Project Address: 3105 E.Schunior (Richardson)/708 Edinburg St./300 E.Hackberry/211 S. Schuerbach/ 702 E.Tejano/1901 N.Bridge		Suite #:
City: Edinburg/Elsa/McAllen/Mission Hidalgo/Weslaco, Texas	County: Hidalgo	Zip: 78539/78543/78501/7 8572/78557/78596

OWNER / AGENT INFORMATION

(Check One) I am the Owner (the person/entity that holds title to the property) or the Owner's Agent

4. Name:		5. Company / Agency: Hidalgo County	
6. Address: 100 E. Cano, 2nd Floor			Suite #:
City: Edinburg		State: Texas	Zip: 78539
7. Phone: 956/318-2600	8. Fax: 956/318-2699	9. **Email:	
10. Signature of Owner/Designated Agent			Date

I have authorized the following to perform the inspection (Check One)

Texas Department of Licensing and Regulation

Contract Provider

Registered Accessibility Specialist RAS # 97 RAS Name Anthony Covacevich

TDLR FORM AB041 03-07

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3) have the Dept. correct information about the individual that is incorrect, under Section 559.004 of the Texas Govt. Code.

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**Hurricane Alex-Debris Removal & Monitoring Services
CC REGULAR**

Date: 08/10/2010
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Discussion and action in connection with Hurricane Alex related flooding and/or damage including, but not limited to, the following:

- a. Approval of a plan of action from recommendation/strategies provided by both BDR & AshBritt on how best to approach the task of debris removal while addressing:
 - 1. When and Where to start;
 - 2. Identifying the affected areas, whether incorporated or unincorporated;
 - 3. Use of County forces with contractor or contractor only;
 - 4. Public Notice as to debris placement on right of ways;
 - 5. Time lines
- b. Approval of Notice to Proceed to AshBritt for Debris Removal Services;
- c. Monitoring services coordination between AshBritt & BDR;
- d. Fiscal impact related to assistance to cities participating in the LRGVDC Mutual Aid Agreement;
- e. Designation /appointment of Point or Points of contacts for Ashbritt and BDR;
- f. Other related issues

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-082-0-
FUNDS AVAILABLE Y/N?: SEE ATTACH **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Hidalgo County CC has appropriated \$3M for Alex related expenditures.
See attached exp report.

Attachments

- Link: [AI# 22164](#)
 - Link: [AI 22361](#)
 - Link: [exp report](#)
-

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/06/2010 12:16 PM	APRV

2	Budget & Management	Erika Zamora	08/06/2010 02:05 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/06/2010 04:13 PM	APRV
4	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Marty Salazar

Started On: 08/05/2010 01:52
PM

Final Approval Date: 08/06/2010

AI-22293

24.A.7.

**Work Task -BDR for Hurricane Alex Flood
CC REGULAR**

Date: 08/03/2010
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and Approval of "Work Task submitted by Beck Disaster Recovery" in connection with the re-activation/mobilization by Commissioner's Court back on July 27, 2010

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:

ACCT. #: 0-1100-415-00-115-082-0-350
MATCHING FUNDS Y/N?:

Available funds as of 07/30/10.
REF: 22164 CC 07/27/10

Attachments

Link: [LRGVDC](#)
Link: [EMAIL](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/30/2010 04:09 PM	APRV
2	Budget & Management	Erika Zamora	07/30/2010 04:17 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/30/2010 04:38 PM	APRV
4	Auditor's Office		07/30/2010 05:18 PM	NEW
Form Started By: Marty Salazar			Started On: 07/30/2010 02:55 PM	
Final Approval Date: 07/30/2010				

AI-22164

20.A.4.

Re-activation/Mobilization of Pre-position Debris Removal & Disaster Recovery Consulting Services Contractors
CC REGULAR

Date: 07/27/2010

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Hidalgo County

Information

CAPTION

Action applicable and necessary to address flooding issues/situations directly attributable to TS/Hurricane Alex:

a. Notice to mobilize/re-activate pre-positioned awarded firm(s) for Emergency Debris Management Services Contracts:

1. Ashbritt -thru- mutual aid agreement/assignment
2. Phillips & Jordan, Inc.-primary -thru HC award-HGAC pool of providers;
3. DRC Emergency Services, LLC-secondary-same as above;
4. Ceres Environmental Services, Inc.-tertiary-same as above;

with direction and determination of slocations/sites/areas and services to be requested as provided under contracts.

b. Notice to mobilize/re-activate pre-positioned contracted firm of Beck Disaster Recovery Services, Inc. for Consulting, Debris Removal Monitoring and Related Disaster Recovery Services with direction and determination of services to be requested as provided under contract.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-415-00-115-082-0-350

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$15,765.00 available funds as of 07/23/10. Also, ref AI-22100 CC 07/27/10 for additional funding.

Attachments

Link: [LRGVDC MAA](#)

Link: [E-MAIL](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Purchasing Department (Originator)	Marty Salazar	07/23/2010 11:35 AM	APRV
2	Budget & Management	Erika Zamora	07/23/2010 11:43 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/23/2010 01:06 PM	APRV
4	Auditor's Office	Linda Fong	07/23/2010 02:25 PM	APRV

Form Started By: Marty Salazar

Started On: 07/22/2010 03:20 PM

Final Approval Date: 07/23/2010

MASTER AGREEMENT FOR MUTUAL AID
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

This Master Agreement For Mutual Aid (this "Agreement") is by and between participating members of the Lower Rio Grande Valley Development Council (the "LRGVDC").

WHEREAS, the attacks of September 11, 2001, have heightened our awareness that emergency planning is essential for the public health, safety, and welfare, and have fortified our resolve to effectively respond to disasters.

NOW, THEREFORE, in consideration of the mutual covenants herein, the participating local governments (the "Parties"), authorized by appropriate actions of their governing bodies, hereby agree as follows:

1. **Legal Authority.** This Agreement is made pursuant to the authority of Chapters 418, 433 and 791 of the Texas Government Code, Chapter 362 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any of the Parties.
2. **Scope of Agreement.**

(a) Each Party will endeavor to provide Disaster Assistance upon request from another Party. (The requesting Party is hereafter referred to as the "Requesting Party"; the requested Party as the "Responding Party.")

"Disaster Assistance" means provision of emergency management, police, fire, emergency medical, utility, street, debris removal, and other services, without limitation, during a Disaster.

"Disaster", consistent with the definition in Section 418.004 of the Texas Government Code, means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), within the jurisdiction of any of the Parties.

The Parties agree that an act of terrorism is contemplated within the definition of "disaster" as that word is defined in Section 418.004 of the Texas Government Code. "Disaster" may include ordinary emergencies, such as, hazardous material spills, which have historically been handled in the normal course of government operations by the Parties.

(b) In accordance with Section 362.002, Texas Local Government Code, law enforcement assistance may be provided only when the mayor or other officer authorized to declare a state of civil emergency in the requesting county, municipality, or joint airport considers additional law enforcement officers necessary to protect health, life, and property in the county, municipality, or joint airport because of disaster, riot, threat of concealed explosives, or unlawful assembly characterized by force and violence or the threat of force and violence by three or more persons acting together or without lawful authority.

3 **Request for Assistance.** The request for assistance will

- (a) be made only after a Declaration of a state of Local Civil Emergency or Declaration of Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code, or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,
- (b) be made by the highest ranking authority of Requesting Party available at the time of need,
- (c) be made to the highest ranking authority of the Responding Party available at the time of need, and
- (d) specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Notwithstanding anything in this Agreement, the decision whether to respond in any particular situation or the level of response to be provided is at the sole discretion of the representative of the Responding Party making the decision. The Responding Party's representative will make a discretionary decision at the time of the request, considering the nature and magnitude of the request, whether and the extent to which the Responding Party's resources are available and should be provided.

4. **Incident Command.**

- (a) The Requesting Party will designate an Incident Commander. Resources provided by the Responding Party will be subject to the direction of the Incident Commander, unless the Incident Commander, based on all the facts and circumstances at the scene of operation, requests that the Responding Party take charge of the operation based on superior resources, expertise, or other reason. In order to realize maximum effectiveness, it is the intention of the Parties that the response be under unified command with the highest degree of coordination possible under the circumstances.
- (b) Any Request for Assistance hereunder shall include a statement of the amount and type of equipment and number of personnel requested, shall specify the location to which the equipment and personnel are to be dispatched, and shall

state the time period for which such equipment and personnel are requested. The Responding Party shall, in its sole discretion, determine what equipment and personnel are available to furnish the requested assistance.

- (c) The Responding Party shall report to the Incident Commander at the location to which the equipment and personnel are dispatched.
- (d) A Responding Party shall be released by the Requesting Party when the services of the Responding Entity are no longer required or when the officer in charge of the Responding party's forces determines, in the officer's sole discretion, that further assistance should not be provided.

Training Exercises. The Parties will endeavor to participate in joint training exercises and drills for emergency response situations which may result in a request under this Agreement.

6. **Other Mutual Aid Agreements, Supplementary Agreements and Protocols.** The Parties are encouraged, all or some, to enter into additional agreements and protocols governing response to particular situations and circumstances. Operating departments of the Parties (for example, fire and police) are authorized and encouraged to enter into specific emergency protocols with their counterparts to enhance coordination in Disaster response situations. Notwithstanding Section 23 below, it is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

Specifically, the existence of this Agreement shall not prevent a municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity, in accordance with the provisions in Section 418.109 (d) of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent any Local Government which is a Party hereto from providing emergency assistance to another Local Government which is not a party hereto, in accordance with the provisions in Section 791.027 of the Texas Government Code.

7. **Responsibility for Response Costs.** A Responding Party is authorized to request reimbursement from the Requesting Party for reasonable costs incurred pursuant to this Agreement in furnishing disaster assistance. The Requesting Party will make reimbursement when it is reasonably, fiscally able, but no later than 90 days after receipt of a claim for reimbursement, subject to paragraph 21. The LRGVDC

Executive Director will determine what costs are reasonable in the event of a dispute regarding a request for reimbursement. Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive from the Responding Party the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and worker's compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

8. **Participation Notice.** Each Party shall notify the LRGVDC Executive Director of its participation in this Agreement by furnishing an executed original of the attached Participation Notice.
9. **Administrative Services.** The LRGVDC agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and timely providing Parties with a current list of contact information for each Party.
10. **Federal and State Participation.** Federal and state entities may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the LRGVDC Executive Director.
1. **Inventory and Database.** A current inventory and database of resources available to each Party for response under this Agreement shall be maintained by the LRGVDC and disbursed to the Parties on a timely basis, at least every six months. The LRGVDC will develop a form to facilitate Parties entry and updating of inventory and resource information, send reminders to parties to update information, place inventory and resource information on its website, and take other actions reasonably necessary for the Parties to access current information.
12. **Withdrawal.** A Party may withdraw from this Agreement at any time by written notice to the LRGVDC Executive Director, transmitting a copy of the action of the Party's governing body. The Party withdrawing from this Agreement will still be responsible for any outstanding claims for reimbursement.
13. **Not for Benefit of Third Parties.** This Agreement and all activities hereunder are solely for the benefit of the Parties and not the benefit of any third party.
14. **Exercise of Police Power.** This Agreement and all activities hereunder are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor be deemed to have any duty to any particular person or persons.

- 5 **Immunity not Waived.** Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.
16. **Civil Liability to Third Parties.** Each Responding Party will be responsible for any civil liability for its own actions in responding to a request for assistance, and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.
- 7 **No Liability of Parties to One Another.** One Party may not be responsible and shall not be civilly liable to another for not responding, or for responding at a particular level of resources or in a particular manner. Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party.
- 18 **Amendments to Agreement.** This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the Party.
- 19 **Captions.** Captions to provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.
20. **Equipment and Personnel.** During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented by the Party rendering aid. At all times while equipment and personnel of a Party rendering aid are traveling to, from, or within the geographical limits of the requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party rendering aid. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.
- 21 **Expending Funds.** Each Party which performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
- 22 **Term.** This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 12 of this

Agreement. Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

23. **Entirety.** This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or in connection with a disaster. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 6 above.
24. **Interlocal Cooperation Act.** The Parties agree that mutual aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act.

Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

26. **Validity and Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
27. **Warranty.** The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be in accordance with the Texas Rules of Civil Procedure.

PARTICIPATION NOTICE

I hereby notify the Lower Rio Grande Valley Development Council, for its notification to its members, that Hidalgo County has approved participation in the Master Agreement for Mutual Aid Lower Rio Grande Valley Development Council, by lawful action of its governing body, a true copy of which is attached and incorporated herein.

Ramon Garcia 10/28/03
Signature Date

RAMON GARCIA
Printed or Typed Name

Hidalgo County Judge
Position

APPROVED BY
COMMISSIONERS' COURT
ON: 10/28/03

cynthia.delacruz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, July 22, 2010 4:15 PM
To: cynthia.delacruz@co.hidalgo.tx.us
Subject: FW: Response to County Judge's Directive and Notice of Meeting with Disaster Recovery Services Consultants on Friday, July 23, 2010 at 2:00

Importance: High

Cindy:

Attach this e-mail also.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, July 21, 2010 3:54 PM
To: 'eddie.olivarez'; 'rene.ramirez@hidalgocountyjudge.com'; 'ac.cuellar@co.hidalgo.tx.us'; 'The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'The Honorable Oscar L. Garza Jr., Commissioner, Hidalgo County Precinct No. 4'; 'Tony Pena'; 'valde.guerra@co.hidalgo.tx.us'; 'eddie.olivarez@hchd.org'
Cc: 'josie.escalante@hchd.org'; 'ac.cuellar@co.hidalgo.tx.us'; 'Rigo Villarreal'; 'Sofia Hernandez'; 'raul.lozano@co.hidalgo.tx.us'; 'Humberto Garza'; 'yoli'; 'mingo.villarreal@co.hidalgo.tx.us'; 'mona.parras@co.hidalgo.tx.us'; 'gloria.beltran@co.hidalgo.tx.us'; 'juan.carranza@co.hidalgo.tx.us'; 'Monica Badillo'; 'raul.silguero@co.hidalgo.tx.us'; 'rey.salazar@co.hidalgo.tx.us'; 'Sergio Cruz'; 'belinda.alvarez@co.hidalgo.tx.us'; 'Darlene Betancourt'; 'Oscar Garza'; 'Evangelina Garcia'; 'Leticia Saenz'
Subject: RE: Response to County Judge's Directive and Notice of Meeting with Disaster Recovery Services Consultants on Friday, July 23, 2010 at 2:00
Importance: High

Eddie and All Members of Commissioners Court:

Given the direction from the Judge, there needs to be some determinations from the Court so as to move forward. For example:

- 1) Are the areas that may require not only debris removal but **possible** "septic tank" cleaning services for affected communities South of Military Highway?
- 2) Are these communities or cities?
- 3) Under the Master Agreement for Mutual Aid of the Lower Rio Grande Development Council, will CC be considering requests for aid (from these communities and/or cities) and accepting fiscal responsibility for costs associated with debris removal, septic tank cleaning and monitoring services through the County's prepositioned contractors (i.e. Ashbritt and BDR)?
- 4) If the County intends to use "force accounts" to attempt to keep debris removal service costs down, the County will require monitoring services (through BDR) so as to request re-imburement (if such assistance is approved) through FEMA or State;

All these variables need to be included in any discussions in order for CC to make informed decisions regarding same. If necessary, we will place appropriate items on next week's CC agenda for discussion and action.

We have asked our contracted consultant, BDR, to meet with us on Friday (2:00PM at the Purchasing Dept. Conference Room or any other site) prior to the CC meeting on extending the Disaster Declaration to get information from County Judge, Precinct, Div. ES-EM, Health & Human Services, Budget and Executive Office staff to identify and prioritize the areas affected; to identify and confirm approved debris disposal sites; to discuss possible budgetary impacts; to assess the possibility of state and/or federal assistance (re-imburement); to develop and contractor and/or force account strategy to accomplish the clean up; etc.

From: eddie.olivarez [mailto:eddie.olivarez@hchd.org]

Sent: Tuesday, July 20, 2010 9:08 PM

To: martha.salazar@co.hidalgo.tx.us; rene.ramirez@hidalgocountyjudge.com; tony.pena@hidalgocountyjudge.com

Cc: josie.escalante@hchd.org

Subject:

Marty,

I just wanted to send you a quick note for you and your team to consider the up and coming issue with debris removal. The flooding will increase the request for assistance from the residents in the flooded areas to remove their household items which have been damaged. The overall goal is to prevent any public health concerns; in addition, like the Judge says "lets stay ahead of this event, and do some forward thinking". Therefore, I would appreciate if you all can take the lead on this potential issue. I also feel that the Precincts may be able to help with this, but I know that some of the household items are not accepted at our dump.

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health & Human Services
956-383-8858 Office
eddie.olivarez@hchd.org
[Twitter.com/hidalgohealth](https://twitter.com/hidalgohealth)

**LIST OF CITIES ASSISTED BY HIDALGO
"HURRICANE DOLLY"**

CITY	MAYOR / CITY MANAGER	ADDRESS	TELEPHONE
Alton	Mayor Salvador Veia City Manager: Jorge Arcaute	509 S. Alton Blvd. Alton, Texas 78573	956-532-0760
Donna	Mayor David Simmons City Manager: Oscar Cuellar	307 E. 12 th Street Donna, Texas 78537	956-464-3314
Edcouch	Mayor Robert Schmalzried City Manager: P.R. Avila	211 Southern Street P.O. Box 100 Edcouch, Texas 78538	956-262-2140
Isa	Mayor Senovio Castillo City Manager: Mike Mesa	P.O. Box 427 Elsa, Texas 78543	956-262-2127
Granjeno	Mayor Vicente Garza, Jr.	6603 So. FM 494 Mission, Texas 78572	956-519-7662
La Joya	Mayor William "Billy" Leo City Manager: Mike Alaniz	P.O. Box H La Joya, Texas 78560	956-581-7002
La Villa	Mayor Hector Elizondo City Manager: Javier Rodriguez	P.O. Box 60 La Villa, Texas 78562	956-262-2122
Mercedes	Mayor Joel Quintanilla City Manager: Ricardo Garcia	400 So. Ohio Street P.O. Box 837 Mercedes, Texas 78570	956-565-3114
Mission	Mayor Norberto Salinas City Manager: Julio Cerda	1201 E. 8 th Street Mission, Texas	956-580-8662
Palmhurst	Mayor Ramiro J. Rodriguez, Jr. City Manager: Lori A. Lopez	4417 N. Shary Road Palmhurst, Texas 78573	956-583-8697
Palmview	Mayor Jorge Garcia City Manager: John V. Alaniz	400 W. Veterans Blvd. Palmview, Texas 78572	956-432-0300
Penitas	Mayor Marcos Ochoa City Administrator: Juan Ortiz	P.O. Box 204 Penitas, Texas 78576	956-581-3346
Pharr	Mayor Leo "Polo" Palacios, Jr. City Manager: Fred Sandoval	118 S. Cage Blvd. P.O. Box 1729 Pharr, Texas 78577	956-702-5335
Progreso	Mayor Omar Vela City Administrator: Alfredo Espinosa	P.O. Box 699 Progreso, Texas 78579	956-565-0241
Progreso Lakes	Mayor O.D. Emery	631 Lakeway Drive P.O. Box 760 Progreso Lakes, Texas 78579	956-565-3602
San Juan	Mayor Pedro Contreras City Manager: J.J. Rodriguez	709 South Nebraska Ave. San Juan, Texas 78589	956-702-6400
Sullivan	Mayor Rosendo Benavides City Manager: Rolando Gonzalez	P.O. Box 249 Sullivan, Texas 78595	956-485-2828

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, August 05, 2010 3:52 PM
To: 'Evangelina Garcia'
Subject: FW: Debris Removal- Request for Services - Notice to Proceed - Plan of Action-Hurricane Alex

Ms. Vangie, Please attach this e-mail to the item you did earlier. Thanks, Marty

From: Rob Ray [mailto:r-ray@ashbritt.com]
Sent: Thursday, August 05, 2010 2:20 PM
To: Martha Salazar
Cc: Judge Rene Ramirez (Hidalgo County, TX); Adrian Parker; Ochoa, Lorie (Hidalgo County, TX); Randy Perkins; John Noble; Dow Knight; Jared Moskowitz
Subject: RE: Debris Removal- Request for Services - Notice to Proceed - Plan of Action-Hurricane Alex

Martha,

Adrian Parker will be in attendance representing AshBritt at the CC meeting on August 10th. Thank you very much for the update.

Regards,

Rob Ray
Vice President
AshBritt, Inc.
www.ashbritt.com
Office: 954-545-3535
Cell: 954-868-9502
Efax: 954-301-2425
Email: rray@ashbritt.com

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, August 05, 2010 2:47 PM
To: lorie.ochoa@co.hidalgo.tx.us; Rob Ray; 'Phil Ivey'; cthomas@BeckDR.com
Cc: 'Rene Ramirez'; ac.cuellar@co.hidalgo.tx.us; 'The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'The Honorable Oscar L. Garza Jr., Commissioner, Hidalgo County Precinct No. 4'; raul.lozano@co.hidalgo.tx.us; 'Humberto Garza'; yoli.cisneros@co.hidalgo.tx.us; mona.parras@co.hidalgo.tx.us; mingo.villarreal@co.hidalgo.tx.us; gloria.beltran@co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us; raul.silguero@co.hidalgo.tx.us; rey.salazar@co.hidalgo.tx.us; 'Tony Pena'
Subject: Debris Removal- Request for Services - Notice to Proceed - Plan of Action-Hurricane Alex
Importance: High

Ms. Lorie:

You ask (on behalf of Comm. Palacios) if the County is ready to commence debris removal services. Commissioner's Court has taken action to re-activate Ashbritt in anticipation and preparation for commencement of debris removal services to flood areas due to Alex once receding waters permit the implementation of an over-all plan to accomplish the task. I am placing an item on next week's agenda to discuss and approve issues related to debris removal including, but not limited to:

1) Approval of a plan from the contractor (Ashbritt) on how best to approach the task such as:

- a) Where and When to start, identifying the affected areas- (i.e. unincorporated areas, cities' request for assistance under LRGVDC Mutual Aid Agreements, use of County resources along with Ashbritt or Ashbritt only?)
 - b) Notice to residents to place debris on right of way;
 - c) Length of time that will be permitted to accomplish task as flood water may not recede at same rate in affected areas;
 - d) Notice to Proceed to Ashbritt;
- 2) Monitoring services coordination between Ashbritt and BDR;
 - 3) Fiscal impact issues regarding assistance to cities under LRGVDC Mutual Aid Agreement;
 - 4) Other related items/issues;

We are requesting information from Mr. Tony Pena on affected areas (both unincorporated as well as incorporated) so as to provide to our contractors.

If you need additional items added to this agenda item, please advise?

Thanks,

Marty

PS Both Ashbritt and BDR are advised to attend CC meeting on Tuesday, August 10, 2010.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
2812 S. Bus Hwy 281
Edinburg, Tx 78539
956-292-7000 Ext 4862
956-318-2629 Fax
martha.salazar@co.hidalgo.tx.us

Cris Villarreal

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, August 06, 2010 12:02 PM
To: 'Cris Villarreal '
Subject: FW:

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, August 05, 2010 3:47 PM
To: 'Tony Pena'; 'Darlene Betancourt'; 'rey.salazar@co.hidalgo.tx.us'
Subject: RE:

Thanks Tony! Can you provide us with the map? I would like to have as an attachment to CC agenda item.
Marty

From: Tony Pena [mailto:tony.pena@hidalgocountyjudge.com]
Sent: Thursday, August 05, 2010 3:24 PM
To: Martha Salazar; Darlene Betancourt; rey.salazar@co.hidalgo.tx.us
Subject: RE:

Ms. Marty, I understood. We have a map of all affected areas, (where there might be debris), and a map of all pumping locations. Mostly all areas are now accessible for debris removal with the exception of one. I have a community on South "I" road – south of Military road that is still has river water flowing (with a strong current) through it and we have not been able to access it. The area south of military road in Havana, is almost accessible, as the river water is now starting to recede, but the entire area is still not accessible. Let me obtain the maps and forward them to y'all electronically, and have some produced. I have received calls today from both BDR and Ash-Britt, making inquiries as to a potential start date. I have referred them to you all for the start dates. I will provide maps for them as well so that their "advance-party" personnel can scout those areas.
Tony

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, August 05, 2010 3:16 PM
To: 'Darlene Betancourt'; Tony Pena; rey.salazar@co.hidalgo.tx.us
Subject: RE:
Importance: High

Hi Tony:

More specifically, Tony, we need a list (if one exists) of the cities and/or communities that will need debris removal services due to Alex flooding. I did not make myself very clear to Darlene.

Thanks,
Marty

From: Darlene Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Thursday, August 05, 2010 2:50 PM
To: tony.pena@hidalgocountyjudge.com; rey.salazar@co.hidalgo.tx.us
Cc: martha.salazar@co.hidalgo.tx.us
Subject:

Good Afternoon Tony:

As you maybe aware, Hidalgo County, along with 19 other TX. counties, has recieved the presidential disaster declaration, which will allow Hidalgo County to recieve federal assistance related to our flooding issues within the past month, however, in order to commence the activation (upon Commissioners' Court approval) of the Debris Removal Contactor, additional information from your office is required such as:

- A list of incorporated/unincorporated cities that may require Hidalgo County's assistance through the LRGVDC Mutual Aid Agreement.

Should you have any questions regarding this matter, do not hesitate to contact Marty or myself.

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956 318-2626 Fax 956 292-7612

For 01/01/10 - 01/31/11

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
0-1100-415-00-115-082-0-334 HURRICANE ALEX-ARCH & ENG SRV	25,852.46	.00	.00	.00	25,852.46	.00
0-1100-415-00-115-082-0-350 HURRICANE ALEX-OTHER SERVICES	2,623,015.00	608,000.00	.00	.00	2,015,015.00	23.18
0-1100-415-00-115-082-0-431 HURRICANE ALEX-BLDG&OTHR STRUC R&M SRV	71.10	.00	.00	.00	71.10	.00
0-1100-415-00-115-082-0-432 HURRICANE ALEX-EQUIP&VEH R&M SRV	750.00	535.16	.00	.00	214.84	71.35
0-1100-415-00-115-082-0-442 HURRICANE ALEX-EQUIP & VEHICLE RENTALS	38,466.90	.00	.00	.00	38,466.90	.00
0-1100-415-00-115-082-0-605 HURRICANE ALEX-CLOTHING & UNIFORMS	2.82	.00	.00	.00	2.82	.00
0-1100-415-00-115-082-0-609 HURRICANE ALEX-AGRI & LANDSCAPING SUPPL	27,996.06	.00	.00	.00	27,996.06	.00
0-1100-415-00-115-082-0-613 HURRICANE ALEX-SAFETY SUPPLIES	66,086.64	.00	.00	.00	66,086.64	.00
0-1100-415-00-115-082-0-626 HURRICANE ALEX-GASOLINE/DIESEL	6,680.65	.00	.00	.00	6,680.65	.00
0-1100-415-00-115-082-0-630 HURRICANE ALEX-FOOD	7,047.29	1,112.20	.00	.00	5,935.09	15.78
0-1100-415-00-115-082-0-664 HURRICANE ALEX-OTHER MINOR EQUIPMENT	26,497.77	.00	.00	.00	26,497.77	.00
0-1100-415-00-115-082-0-671 HURRICANE ALEX-BLDG&OTHR STRUC R&M SUPPL	6,442.06	.00	.00	.00	6,442.06	.00
0-1100-415-00-115-082-0-672 HURRICANE ALEX-EQ&VEH R&M SUPPLIES	2,855.13	.00	.00	.00	2,855.13	.00
0-1100-415-00-115-082-0-673 HURRICANE ALEX-R&B R&M SUPPLIES	20,666.26	20,000.00	.00	.00	666.26	96.78
0-1100-415-00-115-082-0-679 HURRICANE ALEX-OTHER R&M SUPPLIES	16,301.72	.00	.00	.00	16,301.72	.00
0-1100-415-00-115-082-0-748 HURRICANE ALEX-OTHER EQUIPMENT	131,203.51	.00	.00	.00	131,203.51	.00
0-1100-415-00-115-082-0-855 HURRICANE ALEX-LATE FEES,PENALTIES & FIN	64.63	.00	.00	.00	64.63	.00
082	3,000,000.00	629,647.36	.00	.00	2,370,352.64	20.99

**Legal Services for Hidalgo County Civil Service Commission
CC REGULAR**

Date: 08/10/2010
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting authority to advertise and approval of draft procurement packet (i.e. legal notice, requirements, etc.) as attached hereto for a request for qualifications for "Legal Services for Hidalgo County Civil Service Commission"; (RFQ No.: 2010-135).

BACKGROUND

Will advertise project upon approval of final review of requirements by user department(s).

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-18-160-001-0-540
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding Acct is for advertising purposes only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-50-190-001-0-333
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Possible funding source CIVIL SERVICE-LEGAL SERVICES- \$7,500.00 available balance as of 08/06/10.

Attachments

Link: [Draft Packet](#)

Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/05/2010 04:26 PM	APRV
2	Budget & Management	Erika Zamora	08/05/2010 04:37 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/06/2010 08:53 AM	APRV
4	Auditor's Office		08/06/2010 05:20 PM	NEW
Form Started By: Gricelda Villarreal			Started On: 07/28/2010 04:23 PM	
Final Approval Date: 08/06/2010				

RFQ No: 2010-135-00-00CGV

Buyer III: Griselda (Cris) Villarreal

Tel. No: (956) 318-2626

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

“Legal Services-Hidalgo County Civil Service Commission”

August , 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFQ No: 2010-135-00-00CGV

1. **Sealed Statements of Qualifications** will be received for "**Legal Services-Hidalgo County Civil Service Commission**", in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies of all RFQs are required, with the vendor's name and 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, **REQUEST FOR QUALIFICATIONS 2010-135-00-00CGV - "Legal Services-Hidalgo County Civil Service Commission"** and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, January 20, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFQ No.: 2010-135-00-00CGV- "Legal Services-Hidalgo County Civil Service Commission".** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE TO (956) 318-2629 OR VIA EMAIL TO cris.villarreal@co.hidalgo.tx.us NO LATER THAN Wednesday, _____, 2010 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Friday, _____, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this statement of qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all statement of qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of qualifications for approval. Receipt of any statement of qualifications shall under no circumstances obligate County to accept the lowest dollar statement of qualifications. The award of this contract shall be made to the responsible offeror whose statement of qualifications is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.
5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.
6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.
7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.
8. County reserves the right to accept or reject any or all RFQs.
9. Costs are to be net F.O.B. destination, County Prepaid.
10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.
11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a statement of qualifications or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
 Martha L. Salazar, CPPB, Purchasing Agent
 (956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
 - Name and address of successful vendor
 - Name and address of receiving department or official
 - Purchase Order Number (if any)
 - Notation - "**Legal Services-Hidalgo County Civil Service Commission**"
 - Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufrazio, County Auditor
2810 So. Business Hwy 281
Edinburg, TX 78539
956-318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	_____	2010
Award of Contract	_____	20__
Commence Work or Deliver Products	_____	20__

16. ~~Bid or Performance Bond and Debarment Certification; Payment Under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the~~

total contract price. A ~~bid~~ bond must be executed with a surety company authorized to do business in Texas. **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- . ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a statement of qualifications, and prior to commencement of the actual work, the participant shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- . ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- . ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- . ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or statement of qualifications therefore pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, Consulting Services or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (“the CIQ”) attached as Exhibit D, the vendor, person, Consulting Services or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, Consulting Services, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

19. If, during the life of any contract or statement of qualifications awarded, the successful participant's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Statement of qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
21. Minimum Standards For Responsible Prospective Participants: A prospective participant must affirmatively demonstrate participant's responsibility. A prospective participant, by submitting a statement of qualifications, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the statement of qualifications;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
22. Successful participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
23. Any contract award to a successful participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful participant; County reserves the right to terminate any contract immediately in the event a successful participant fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
25. Successful participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or

other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful participant, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from statement of qualifications award. Successful participant indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful participant shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful participant's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful participant.

26. Successful participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
28. The successful participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
29. Participants shall provide with the statement of qualifications response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Participants must provide **all** documentation requested with this Statement of qualifications in their response. Failure to provide this information may result in rejection of the statement of qualifications as non-conforming.

DRAFT

Request For Qualifications
for
“Legal Services-Hidalgo County Civil Service Commission”
RFQ No: 2010-135-00-00CGV

August , 2010

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its statement of qualifications, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of qualifications.

Participant agrees that this statement of qualifications shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS/TERMS AND CONDITIONS

HIDALGO COUNTY REQUEST FOR QUALIFICATIONS

**"LEGAL SERVICES-HIDALGO COUNTY
CIVIL SERVICE COMMISSION"**

RFQ NO: 2010-135-00-00CGV

Hidalgo County is inviting statements of qualifications from qualified legal firms for "Legal Services for Civil Service Commission" Hidalgo County is seeking to enter into a legal services contract(s) with state-registered (Texas) legal firm. Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of "**Legal Services-Hidalgo County Civil Service Commission-Request for Qualifications**" as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, _____, 2010**. **ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ NO: 2010-135-00-00CGV

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that "Request For Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, _____, 2010 at 5:00 P.M. at (956) 292-7612, and/or BY EMAIL TO: cris.villarreal@co.hidalgo.tx.us Responses will be sent to all applicants via facsimile by Friday, _____, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Qualifications(RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering RFQ, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS/QUALIFICATIONS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:

It is intended that the term of the contract will be for an initial period of two (2) years, with County's option to renew for an additional one (1) year term, under the same rates, terms and conditions.

The County has the option to extend for sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract under the same rates, terms and conditions.

DAVIS BACON ACT: (If Applicable)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFQ REQUIREMENTS

REQUEST FOR PROPOSALS/QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and ten (10) copies** of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:

The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with competent, qualified legal firm(s) to engage legal services in the area of employment law for the Hidalgo County Civil Service Commission hereafter referred to as "the Commission", but not limited to, the following:

- Attorney(s) licensed to practice law in the State of Texas;
- Attorney(s) with a minimum of five (5) years in General Civil Law;
- At least two (2) years experience in labor and/or employment law;
- At least two (2) years in matters pertaining to Federal, County or Municipal Civil Service law;
- Provide documentation demonstrating any experience rendering the scope of service required;

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph

of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by the State of Texas, Hidalgo County. All qualified attorneys are required to furnish a certification or acknowledgment stating that the attorney(s) is/are free from suspension or debarment pursuant to federal regulations 45CRF76. Certification form is included in this packet and must be completed and submitted as part of the response on the RFQ. The legal firm(s) should add copies of its/their Professional Liability Insurance as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit “C” contained herein.

OVERVIEW:

Hidalgo County established its’ Civil Service System in May of 1994. In addition to Hidalgo County departments (with some exemptions) the following programs or participants also come before “the Commission”;

- Hidalgo County Head Start Program;
- Hidalgo County Urban County Program;
- Hidalgo County Service Agency (CSA);
- Hidalgo County Drainage District No. 1;

SCOPE OF SERVICES:

The services required by “the Commission” Hidalgo County Service Commission program are services related to employment law, including but not limited to, as follows:

1. Firm must become thoroughly familiar with Hidalgo County Civil Service Commission system and more specifically as it pertains to “the Commission”;
2. Be available to meet with members of “the Commission” on an “As Needed Basis” in order to assist and provide “Legal Services” with respect to Civil Service Commission statutes, rules and/or orders relevant to matters pending directly to hearings only;
3. Attendance at the Civil Service Commission meetings on an “As Needed Basis” to advice and counsel “the Commission” in connection with matters pending at hearings only;

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and ten (10) copies.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer is to provide a fee proposal based on the scope of work and services.

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA:

The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, at the sole discretion of Commissioner's Court a presentation may be requested from the participating firm(s) that have scored at least 80 points in order to complete and finalize the ranking.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the RFQs received in response to this Hidalgo County request for proposals/qualifications.

(B) After the RFQs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Proposals/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in seeking funding and assistance through federal and state agencies, private sector(s) and other sources, including but not limited to the following:

A. Firm(s) Qualifications (30)

The firm(s) should provide the resume of each of the firms' professionals. All attorneys should be licensed to practice in the State of Texas. Any specializations or board certifications should also be detailed in each résumé. Copies of current valid licenses, certifications and registrations should be included in this section and other pertinent information that demonstrates their qualifications to perform the services required.

B. Understanding of Project/Similar Services (40)

The firms should provide as much background information as to its' experience in providing similar services to City, County, School or any other governmental agencies. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

C. Experience of Project Team/Ability to Commit Resources (30)

The provider shall designate experienced staff to completely and efficiently perform the services. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. The firm must state the approach and/or (methodology) in achieving and rendering all services detailed and required and ability to commit resources.

TERMINATION OF SERVICES:

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

STATEMENTS OF QUALIFICATION SUBMITTED TO: An original and ten (10) copies of RFQs should be submitted to:

<p><u>US Postal Mail address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539</p>	<p><u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p>
---	---

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, _____, 2010.**

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFQ.

EXHIBIT B

SELECTION CRITERIA

**Hidalgo County
“RFQ-Legal Services- Hidalgo County Civil
Service Commission”**

RFQ NO: 2010-135-00-00-CGV

EVALUATION CRITERIA
REQUEST FOR QUALIFICATIONS

Evaluation Criteria

The Statements of Qualifications will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Firm(s) Qualifications (30)

The firm(s) should provide the resume of each of the firms' professionals. All attorneys should be licensed to practice in the State of Texas. Any specializations or board certifications should also be detailed in each résumé. Copies of current valid licenses, certifications and registrations should be included in this section and other pertinent information that demonstrates their qualifications to perform the services required.

2. Understanding of Project/Similar Services (40)

The firms should provide as much background information as to its' experience in providing similar services to City, County, School or any other governmental agencies. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. Experience of Project Team/Ability to Commit Resources (30)

The provider shall designate experienced staff to completely and efficiently perform the services. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. The firm must state the approach and/or (methodology) in achieving and rendering all services detailed and required and ability to commit resources.

HIDALGO COUNTY
Request for Qualifications

"LEGAL SERVICES-HIDALGO COUNTY CIVIL SERVICE COMMISSION"

SOQ's EVALUATION FORM

Selection Criteria

RANGE POINTS

SCORE

1. Firm(s) Qualifications

The firm(s) should provide detailed information and copies of their applicable certifications, registrations and other pertinent information that demonstrates their qualifications to perform the services required.

0-30

Comments/Rationale For Points:

2. Understanding of Project/Similar Services

The firms should provide as much background information as to its' experience in providing similar services to City, County School or any other governmental agencies. Resumes of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

0-40

Comments/Rationale For Points:

3. Experience of Project Team/Ability to Commit Resources

The provider should designate experienced staff to completely and efficiently Perform the services. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. The firm must state the approach and/or (methodology) in achieving and rendering all services detailed and required and ability to commit resources.

0-30

Comments/Rationale For Points:

Provider: _____

Evaluator: _____ Date: _____

Cris Villarreal

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, July 28, 2010 12:32 PM
To: 'Esther'
Cc: 'Darlene Betancourt'; 'Cris Villarreal '; oscarg.garza@co.hidalgo.tx.us
Subject: FW: Legal Counsel for Hidalgo County's Civil Service Commission
Attachments: FW: Legal Counsel for Hidalgo County's Civil Service Commission (21.6 KB); FW: Legal Counsel for Hidalgo County's Civil Service Commission (19.1 KB)

Importance: High

Ms. Esther:

Here is what I have regarding this matter. Below is the original e-mail sent to all members of CC and the attachments are the only responses we received. If you require any further information do not hesitate to call. We had planned to place the item on next week's agenda for approval to advertise. The only other issue we need direction on is who will be reviewing and commenting on the procurement packet (i.e. qualifications, requirements, scope of services, etc.)

Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 24, 2010 4:28 PM
To: 'Rene Ramirez'; 'The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'The Honorable Oscar L. Garza Jr., Commissioner, Hidalgo County Precinct No. 4'; 'valde.guerra@co.hidalgo.tx.us'; 'Esther'
Cc: 'Humberto. Garza'; 'mona parras'; 'mingo.villarreal@co.hidalgo.tx.us'; 'gloria.beltran@co.hidalgo.tx.us'; 'Ramon'; 'Darlene '; 'oscarg.garza@co.hidalgo.tx.us'; 'joseph.palacios@co.hidalgo.tx.us'; 'Cris Villarreal '
Subject: Legal Counsel for Hidalgo County's Civil Service Commission

To All Members of Commissioners Court:

Please be aware that the current agreement for legal counsel for Hidalgo County's Civil Service Commission with the Hon. Jerry Munoz will expire on 9-30-2010. Hidalgo County has exercised all existing options to renew. The Purchasing Dept. highly recommends a procurement process of either a Request for Qualifications or a Request for Proposals for the engagement of said services. The other option open to Commissioner's Court is an exemption from competitive bidding for professional services. However, I suggest going with a published procurement process. If you require any further information or assistance regarding this matter, please do not hesitate to contact me at 956-292-7611, 956-789-7233 or at the e-mail contained herein.

Yours truly,
Marty Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
2812 S. Bus Hwy 281
Edinburg, Tx 78539
956-292-7000 Ext 4862
956-318-2629 Fax
martha.salazar@co.hidalgo.tx.us

Cris Villarreal

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, March 25, 2010 3:55 PM
To: 'Cris Villarreal '
Subject: FW: Legal Counsel for Hidalgo County's Civil Service Commission

From: mona parras [mailto:monaparras@yahoo.com]
Sent: Thursday, March 25, 2010 2:03 PM
To: Martha Salazar
Cc: mona parras
Subject: Re: Legal Counsel for Hidalgo County's Civil Service Commission

Ms. Marty,
Commissioner Flores concurs with your recommendation to proceed with the procurement process for legal counsel for Hidalgo County Civil Service Commission either through Request for Qualifications or Request for Proposals.

Respectfully,

Mona R. Parras

*Dr. Mona R. Parras
Chief Administrator, Pct. 3
Office of Commissioner Joe M. Flores
956-585-4509 (wk. #)
956-457-6415 (cell #)
monaparras@yahoo.com*

From: Martha Salazar <martha.salazar@co.hidalgo.tx.us>
To: Rene Ramirez <rene.ramirez@hidalgocountyjudge.com>; "The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2" <tito.palacios@co.hidalgo.tx.us>; "The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3" <joe.flores@co.hidalgo.tx.us>; "The Honorable Oscar L. Garza Jr., Commissioner, Hidalgo County Precinct No. 4" <oscar.garza@co.hidalgo.tx.us>; valde.guerra@co.hidalgo.tx.us; Esther <esther.cortez@co.hidalgo.tx.us>
Cc: Humberto. Garza <humberto.garza@co.hidalgo.tx.us>; mona parras <monaparras@yahoo.com>; mingo.villarreal@co.hidalgo.tx.us; gloria.beltran@co.hidalgo.tx.us; Ramon <Ramon.vela@co.hidalgo.tx.us>; Darlene <darlene.betancourt@co.hidalgo.tx.us>; oscar.garza@co.hidalgo.tx.us; joseph.palacios@co.hidalgo.tx.us; Cris Villarreal <cris.villarreal@co.hidalgo.tx.us>
Sent: Wed, March 24, 2010 3:28:02 PM
Subject: Legal Counsel for Hidalgo County's Civil Service Commission

Cris Villarreal

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, March 26, 2010 10:30 AM
To: 'Cris Villarreal '
Subject: FW: Legal Counsel for Hidalgo County's Civil Service Commission

From: Humberto Garza [mailto:humberto.garza@co.hidalgo.tx.us]
Sent: Thursday, March 25, 2010 4:12 PM
To: Martha Salazar
Subject: Re: Legal Counsel for Hidalgo County's Civil Service Commission

Marty,

I conferred with Commissioner Palacios on the matter. He agrees with the Purchasing Department's recommendation of following proper procurement process with either an RFQ or an RFP accordingly.

Please review and advise if needed.

Thanks.

Humberto

—Original Message—

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: 3/24/2010 3:28:02 PM
To: "Rene Ramirez" <rene.ramirez@hidalgocountyjudge.com>, "The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2" <tito.palacios@co.hidalgo.tx.us>, "The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3" <joe.flores@co.hidalgo.tx.us>, "The Honorable Oscar L. Garza Jr., Commissioner, Hidalgo County Precinct No. 4" <oscar.garza@co.hidalgo.tx.us>, valde.guerra@co.hidalgo.tx.us, "Esther" <esther.cortez@co.hidalgo.tx.us>
Cc: "Humberto. Garza" <humberto.garza@co.hidalgo.tx.us>, "mona parras" <monaparras@yahoo.com>, mingo.villarreal@co.hidalgo.tx.us, gloria.beltran@co.hidalgo.tx.us, "Ramon" <Ramon.vela@co.hidalgo.tx.us>, "Darlene " <darlene.betancourt@co.hidalgo.tx.us>, oscarg.garza@co.hidalgo.tx.us, joseph.palacios@co.hidalgo.tx.us, "Cris Villarreal " <cris.villarreal@co.hidalgo.tx.us>
Subject: Legal Counsel for Hidalgo County's Civil Service Commission



To All Members of Commissioners Court:

AI-22220

20.A.7.

**Abandoned and Unclaimed items from DPS McAllen
CC REGULAR**

Date: 08/10/2010
Submitted By: Lisa Vela, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Pursant to Texas Code of Criminal Procedure Article 18.17(c), requesting authority to advertise (on the behalf of Texas Department of Public Safety) for the Abandoned and Unclaimed items as detailed on Exhibit "A" attached here to.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-18-160-001-0-540
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Only advertising costs applicable.
Available Balance as of 08-05-10 \$75.25

Attachments

Link: [A&U for McAllen DPS](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/05/2010 12:41 PM	APRV
2	Budget & Management	Erika Zamora	08/05/2010 01:43 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/05/2010 04:36 PM	APRV
4	Auditor's Office		08/06/2010 05:20 PM	NEW
Form Started By: Lisa Vela			Started On: 07/27/2010 04:32 PM	
Final Approval Date: 08/06/2010				

Items listed below are Abandoned and Unclaimed 11-30-2002

From: Texas Department of Public Safety - McAllen Texas (956) 984-5601

Contact: Captain Enriqu Esponiza
c/O: Officer R. Morris
Texas Department of Public Safety
1414 N Bicentennial Blvd.
McAllen Texas 78501
(956)984-5601

- 1) Jacket XL Blue
- 2) Jacket XL Black
- 3) Suitcase Nylon Blue
- 4) Adult Magazines
- 5) Wallet Black leather
- 6) Credit card Wells Fargo
- 7) Hugo Leal Social Security Card
- 8) Driver License
- 9) Lotto Tickets
- 10) Photo Album
- 11) Phone Charger
- 12) Assorted business cards and receipts
- 13) Assorted men clothing

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.txdps.state.tx.us



STEVEN C. McCRAW
DIRECTOR
LAMAR BECKWORTH
BRAD RABLE
DEPUTY DIRECTORS



COMMISSION
ALLAN B. POLUNSKY, CHAIR
C. TOM CLOWE, JR.
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH

June 22, 2010

Hidalgo County Purchasing Department

Attn: Aggie Garcia

Ref: Abandoned Property

This letter is to inform the Hidalgo County Purchasing Department of property obtained by Agent Robert Morris of the Texas Department of Public Safety in McAllen, Hidalgo County, Texas. On 11/30/02 Agent Morris arrested Hugo Leal H/M DOB: 03/05/71 for Possession of Marijuana in DPS case file N3C1-02-0049. At the time of Leal's arrest, Leal was in possession of a black medium sized suitcase and two jackets (refer to attached inventory form HQ-109). Leal subsequently bonded out of jail and never returned for his property or court proceedings. Leal is currently listed as a fugitive. Agent Morris has previously checked Leal's last known address of 6306 Calle Del Carino in McAllen to find the house vacant. Agent Morris has also attempted to contact family members of Leal with a local address of 6905 North 34th Street in McAllen, but they refused to accept the property. The Department considers this property as abandoned and requests to release this property to the Hidalgo County Purchasing Department for disposition in accordance with the Texas Code of Criminal Procedure.

A handwritten signature in blue ink, appearing to read 'Robert R. Morris'.

Agent Robert R. Morris

A handwritten signature in blue ink, appearing to read 'Enrique Espinoza'.

Captain Enrique Espinoza
Texas Department of Public Safety
1414 North Bicentennial Blvd.
McAllen, Texas, 78501
(956) 984-5601

AI-22301

20.B.1.

Pct. #1 Mile 6N From M4W To FM 1015-Selection Of Engineers

CC REGULAR

Date: 08/10/2010

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Vangie Garcia

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Prct. 1

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service (engineering required);

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with engineering services required for Precinct No. 1 "Mile 6N from 4W To FM 1015" project;

1. TEDSI Infrastructure- Score 98.7- Rank _____

2. Dos Logistics- Score 91.7- Rank _____

3. SAMES Engineering- Score 88- Rank _____

c. Authority for the Purchasing Department to negotiate a Professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of engineering services for Precinct No. 1 "Mile 6N From M4W To FM 1015" Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: fund 1342 CO's 2010 A & B

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding source for this project is CO's 2010 A & B fund 1342. A transfer will be created for this road project as soon as contract gets approved by CC and executed and work authorizations are initiated by selected project engineer.

Attachments

Link: SCORING GRID

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/05/2010 12:54 PM	APRV
2	Budget & Management	Erika Zamora	08/05/2010 01:44 PM	APRV

3	Ivan Cantu	Ivan Cantu	08/05/2010 02:33 PM	APRV
4	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Vangie Garcia
Started On: 08/03/2010 08:49 AM
Final Approval Date: 08/06/2010

HIDALGO COUNTY PRECINCT NO 1

Professional Engineering Services

For Mile 6N from Mile 4W To FM 1015

Scoring & Evaluation GRID

Engineering Services

Total Scores	TEDSI Infrastructure	Dos Logistics	SAMES Engineering & Surveying
Scores	100	85	80
	98	93	93
	98	97	91
RANKING	98.7	91.7	88

*SCORING & EVALUATION COMPLETED BY PCT NO 1

AI-22305

20.C.1.

**Approval of Work Authorization No.8 from Millennium Engineers Group, Inc. on Alamo Road Crossing Drainage Project
CC REGULAR**

Date: 08/10/2010

Submitted By: Yolanda Cisneros, COMM. PCT. #2

Submitted For: Yolanda Cisneros

Department: COMM. PCT. #2

Agenda Category: Purchasing Department

Sub-category: Prct. 2

Information

CAPTION

Acceptance and approval of Work Authorization No.8 with Millennium Engineers Group, Inc., Contract #C-09-485-01-12 for Construction Materials Engineering Services for the Alamo Road Crossing Drainage Improvement Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1339-431-00-122-039-0-733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$309,974.33 as of 08/06/2010.

Attachments

Link: [WA #8](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/05/2010 01:47 PM	APRV
2	Budget & Management	Erika Zamora	08/05/2010 01:57 PM	APRV
3	Roland Garcia	Rolando Garcia	08/06/2010 09:40 AM	APRV
4	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 08/03/2010 02:04 PM

Final Approval Date: 08/06/2010

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-485-01-12
Work Authorization Form

WORK AUTHORIZATION NO. 8

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for the **Alamo Road Crossing in San Juan, Texas** project.

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 **\$ 8,959.00.**

This amount is based upon the costs outlined in the Estimated **Cost Proposals** 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. 8 shall be funded through funding source:

Account No. 0-1339-431-00-122-039-0-733

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 authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No. 8**

HIDALGO COUNTY

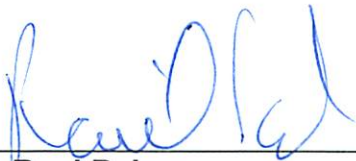
BY: Commissioner Hector Palacios

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 _____, 2010.

THE ENGINEER:

**THE OWNER:
HIDALGO COUNTY**



By: **Raul Palma**

By: **Juan D. Salinas, III,
County Judge**

ATTEST:

By: **Arturo Guajardo, Jr., County Clerk**

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Services to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly identified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

- (1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
- (2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.
- (3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
- (4) Provide any available relevant data the **Owner** may have on file concerning the projects.
- (5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- (7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

- (1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- (2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
- (3) Provide environmental studies as may be necessary to complete a project.
- (4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
- (7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- (1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- (2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- (3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
- (4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement condition studies.
- (7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

- (1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- (2) Consult and advise with the OWNER during construction.
- (3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
- (4) Review all material designs as requested by the OWNER and/or project design engineer.
- (5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- (6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

"Proposal"



Proposal

Date	Proposal No.
8/3/2010	01-10-169

Millennium Engineers Group, Inc.
 PO Box 4569
 Edinburg, Texas 78540-4569

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Project Name
Alamo Road Crossing - San Juan, Texas

Description	Qty	Cost	Total
Atterberg Limits	4	59.00	236.00
Gradation (Dry)	2	45.00	90.00
Passing No. 200 Sieve	2	42.00	84.00
Standard Proctor	2	175.00	350.00
Modified Proctor	2	185.00	370.00
Field Density (Soils)	25	22.00	550.00
Extraction, Grad. and % Asphalt	2	225.00	450.00
Bituminous Mix Theoretical SPG	3	55.00	165.00
Nuclear Density Tests	8	22.00	176.00
Engr. Technician (Soils)	67	40.00	2,680.00
Engr. Technician (Asphalt)	16	43.00	688.00
Principal Engineer	2	125.00	250.00
Vehicle Charge (Soils)	29	35.00	1,015.00
Vehicle Charge (Asphalt)	4	35.00	140.00
Test Report (ALL REPORTS)	33	30.00	990.00
Clerical/Administrative (FIRST 10)	10	40.00	400.00
Project Management & Coordination (FIRST 5)	5	65.00	325.00
Helping to Build the Rio Grande Valley		Total	\$8,959.00

AI-22315

20.D.1.

**Emergency Ambulance Services in Unincorporated Areas within Precinct 3
CC REGULAR**

Date: 08/10/2010
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

a. Acceptance and approval of the scoring/evaluation grid (for the purpose of ranking by Commissioner's Court) submitted in response to the Request for Proposals-"Emergency Ambulance Services in Unincorporated Areas within Precinct 3"-RFP No. 2010-259-07-28-YZV;

- 1. Hidalgo County EMS - Ave. Score - 76.33 - Rank _____
- 2. Pro-Medic EMS - Ave. Score - 96.66 - Rank _____

b. Authorization for Purchasing Department to negotiate Best and Final Offer (BAFO) contract with the number one ranked vendor _____ for: "Emergency Ambulance Services for Unincorporated Areas within Precinct 3"-RFP No. 2010-259-07-28-YZV.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-53-123-041-0-339
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Approval of the scoring/evaluation grid, funding will be determined once bids are awarded and contract is executed.

Attachments

Link: Scoring Grid-Acceptance Sheet-Participation Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2010 12:15 PM	APRV
2	Budget & Management	Erika Zamora	08/06/2010 02:05 PM	APRV
3	Perla Lopez	Perla Lopez	08/06/2010 02:27 PM	APRV
4	Auditor's Office		08/06/2010 05:20 PM	NEW
Form Started By: Yolanda Velasquez			Started On: 08/04/2010 08:28 AM	

HIDALGO COUNTY –PRECINCT 3

“EMERGENCY AMBULANCE SERVICES FOR UNINCORPORATED AREAS”

RFP № 2010-259-07-28-YZV

SCORING GRID

EVALUATION CRITERIA	PROPOSERS					
	HIDALGO COUNTY EMS			PRO-MEDIC EMS		
	GRADERS			GRADERS		
	1	2	3	1	2	3
1) Economic Evaluation of the proposed Schedule	22	16	23	30	30	30
2) Responsiveness to the Request for Proposal	17	19	17	20	18	20
3) Proposer's Capability to provide the service requested	20	27	21	28	29	29
4) Proposers Experience/Qualifications	15	18	14	20	16	20
Total	74	80	75	98	93	99
TOTAL SCORES	229			290		
TOTAL AVERAGES	76.33			96.66		
RANKING (Upon review and approval by Hidalgo County CC)						

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – PRECINCT 3

BID OPENING DATE: JULY 28, 2010

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRECINCT 3"

BID NO: 2010-259-07-28-YZV

BUYER: Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT OF RECEIPT OF RFP RESPONSE
#1	Hidalgo County EMS McAllen, Texas	✓
#2	Pro Medic EMS Alamo, Texas	✓
#3		
#4		
#5		
#6		
#7		
#8		

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ**

BID OPENING DATE: JULY 28, 2010 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "AMBULANCE SERVICE IN UNINCORPORATED
AREAS WITHIN PRECINCT 3"

RFP NO.: 2010-259-07-28-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.Trinity EMS	Phone	Sent via email by DHB Hcems_stxairmed@yahoo.com	7/13/10	956-309-6991 trinityemsinc@aol.com
2.Hidalgo County Emergency Medical Services	Email	pittmanflyman@yahoo.com YZV	7/14/10	2606 S. 10 th Street McAllen, TX 78501 Tel: 686-1224
3.Med Care EMS	Email	mgilbert@medcare-ems.com YZV	7/14/10	1501 S. "K" Center McAllen, TX 78503 Tel: 661-4100
4.Vital Line	Email	Edlr36@yahoo.com YZV	7/14/10	221 E. Wisconsin Rd Edinburg, TX 78539 Tel: 383-5517
5.Valley EMS	Email	apena@valleyems.com YZV	7/14/10	1615 S. Closner Edinburg, TX 78539 Tel: 381-1882
6. PRO-MEDIC EMS	EMAIL	jjpena2005@aol.com YZV	7/14/10	1000 E. EXPWY 83 SAN JUAN, TX 78589 TEL: 782-9886
7.				
8.				
9.				
10.				
11.				

***VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)**

**BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)**

AI-22303

20.E.1.

Requesting approval for removal of a fixed asset from the inventory list.

CC REGULAR

Date: 08/10/2010

Submitted By: Gabriel Navarro, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Prct. 4

Information

CAPTION

Hidalgo County Precinct 4:

Requesting authorization and approval to remove the following Hidalgo County Fixed Asset from the current inventory list:

- a. Hidalgo County Asset Tag number 13935 described as a 30 yd trash Container acquired date: 4-16-1984

BACKGROUND

All efforts were exhausted through the Hidalgo County Precinct 4 Office Sanitation Division as well as the Hidalgo County Purchasing Department Fixed Asset Division to locate said item. However, due to lapse of time and County Department staff turnover, information is not available. Please see attachment

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact, item fully depreciated.

Attachments

Link: [Affidavit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/05/2010 01:43 PM	APRV
2	Budget & Management	Erika Zamora	08/05/2010 01:44 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/06/2010 07:51 AM	APRV
4	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Gabriel Navarro

Started On: 08/03/2010 10:34 AM

Final Approval Date: 08/06/2010

AFFIDAVIT

AUG 03 2010
C. P. 11/08

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared JUAN MANUEL CARRANZA, who being before me here and now duly swears upon oath and says:

My name is JUAN MANUEL CARRANZA; my address is 1003 Carranza Ave., Edinburg, Texas 78539. I have been employed by Hidalgo County Precinct No. 4 since 1983 to the present, I am currently Chief Admininistator for Hidalgo County Pct. #4.

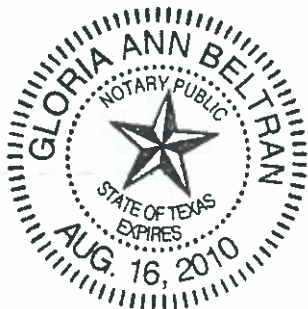
Furthermore, I do hereby certify that during mass cleanup of Precinct #4 Shop located at 1102 N. Doolittle Road, Ed. Texas, an old trash bin was demolished due to deterioration and disposed of at the Recovery Center on or about summer of 2004.

Due to deductive measures (accounting for all other trash bins on our inventory list) I believe this trash bin container to have been issued county tag #13935, therefore I respectfully request said item be removed from fixed assets inventory.


Juan Manuel Carranza

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Juan Manuel Carranza this 7th day of November 2008.


Notary Public, State of Texas



AI-22130

20.E.2.

Pct 4 - WA#3 - S & B Infrastructure Ltd - C-09-264-10-06 (Juvenile Detention Center)

CC REGULAR

Date: 08/10/2010

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Prct. 4

Information

CAPTION

Requesting approval of Work Authorization #3 submitted by S & B Infrastructure, Ltd in connection to contract #C-09-264-10-06 - Professional Engineering Services for: "Building Repairs and/or Renovations" (on an as needed basis) for County-Owned Buildings located within Precinct No. 4 - PROJECT - "HIDLAGO COUNTY MORGUE FACILITY" - consists of providing engineering and design documents for the renovation of the existing "Old Hidalgo County Juvenile Detention Center" (project location).

BACKGROUND

WA#3-C-09-264-10-06-S&B Infrastructure Ltd.
Email-from Budget w/Account Funding Source for this project.

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1342-421-00-220-045-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 8-5-10 \$760,000.00

Attachments

Link: [WA# 3-S&B Infrastructure Ltd-\(Juvenile Detention Center\)](#)

Link: [Email-Funding Source](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	08/05/2010 02:32 PM	APRV
2		Budget & Management	Erika Zamora	08/05/2010 03:01 PM	APRV
3		Manuel Chapa	Manuel Chapa	08/05/2010 04:14 PM	APRV
4		Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Letty Saenz
Started On: 07/21/2010 04:26 PM

Final Approval Date: 08/06/2010

HIDALGO COUNTY
Professional Engineering Services
Contract No. C-09-264-10-06

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **COMMISSIONER’S COURT**, hereinafter called the “**Owner**”, and **S&B INFRASTRUCTURE, LTD.**, professional engineers of McAllen, Texas, hereinafter called the “**Engineer**”.

PART 1. Scope of Work. The purpose of this Work Authorization is associated with the renovation to the Hidalgo County Old Juvenile Detention Center to accommodate a Morgue Facility.

I. Scope of 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:

1. Authorization to the Engineer to begin work.
2. Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
3. Provide any available relevant data the Owner may have on file concerning the Project.
4. Provide timely review and decisions in response to the Engineer’s request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed-upon work schedule.
5. Obtain and pay vendor or construction contractor to perform the construction of needed repairs.
6. Prepare advertisements for solicitations of bids, contract with construction contractors to perform that portion of the work not to be constructed by the Owner, and provide payment to the construction contractor for construction of the work.
7. **Perform / provide a condition assessment of the existing electrical and mechanical components of the existing Old Hidalgo County Juvenile Detention Center.**
8. **Perform / provide full inventory (description, size, operating & maintenance manual, etc.) of all autopsy equipment currently purchased or to be purchased.**

II. Scope of Services to be Provided by the Engineer.

The name of the project is “Hidalgo County Morgue Facility”. The project consists of providing engineering and design documents for the renovation of the Old Hidalgo County Juvenile Detention Center (Project Location) for use as a county medical examiner’s facility. The project will be constructed using in-house Owner construction forces (primarily for electrical and mechanical) as well as competitive bidding.

Hidalgo County / S&B Infrastructure, Ltd.
Contract No. C-09-264-10-06; Work Authorization No. 3

A. Basis of Scope of Services.

1. Formal invitation for walk-thru of the Project Location was received by the Engineer from Oscar Garza, Procurement Specialist on June 23, 2010. On June 24, 2010, the Engineer met at the Project Location with Oscar Garza, Procurement Specialist and Richard Sunday, Facilities Manager. Although invited, Dr. Norma Jean Farley, Chief Forensic Pathologist of Hidalgo County was unable to attend. The Engineer was provided with a set of design plans entitled "Hidalgo County Juvenile Detention Center" dated August 15, 1977. Modifications were done on the building in 1993, however no engineering plans are available. The primary goal of the proposed project is to design a Morgue Facility utilizing the Old Hidalgo County Juvenile Detention Center. The walk-through produced a conceptual sketch as shown in **Attachment "A"**. As Dr. Farley was not at this meeting, S&B was instructed to contact her regarding the requirements and needs of the proposed Morgue Facility.
2. After several attempts to reach Dr. Farley, she was available to meet on July 6, 2010 to discuss the requirements of the proposed Morgue Facility. The meeting was held at Chase Bank Tower in McAllen, TX. **Attachment "B"**, attached hereto, shows an example of proposed renovations provided by Dr. Farley. Essentially, she would like to have a facility similar to the Bexar County facility. However, specific criteria provided by Dr. Farley include the following:
 - a. Autopsy Rooms – components of the renovation shall include four autopsy stations; each large enough to accommodate 20 people around one autopsy station.
 - b. Separate autopsy room with one autopsy station for highly decomposed cadaver.
 - c. One tissue-harvesting room.
 - d. One storage room sized to accommodate 5-year supply of autopsy materials.
 - e. One freezer large enough to accommodate 16 cadavers.
 - f. One freezer to store two highly decomposed cadavers.
 - g. One viewing area.
 - h. One x-ray room.
 - i. One handicap accessible bathroom.
 - j. Future expansion to include DNA Lab and Toxicology Lab.
3. Renovation of building shall conform to certification requirements of the National Association of Medical Examiners (NAME).
4. Based on the above, the Engineer shall develop the project in the following phases: Preliminary Design, Final Design, Bidding Documents (PS&E (Plans, Specifications & Estimates)), and Bid Phase Services.

B. Preliminary Design Phase.

For the Preliminary Design Phase, the Engineer shall provide the following:

Hidalgo County / S&B Infrastructure, Ltd.
Contract No. C-09-264-10-06; Work Authorization No. 3

1. With no as-built plans available, as well as the modifications to the building that were constructed in 1993, the Engineer will perform a building survey to determine the exact locations of walls and appurtenances of the existing building.
2. The Engineer will perform a structural assessment of the existing building.
3. Travel to San Antonio to visit the Bexar County Medical Examiner's Facility.
4. The Engineer will prepare a Draft Design Summary Report and conduct a Preliminary Design Concept Conference to consult with the Owner to determine:
 - a. User expectations;
 - b. Operating protocols;
 - c. Certification requirements;
 - d. Maintenance requirements; and,
 - e. Space adequacies and adjacencies.
5. Prepare a Preliminary Design Report in a typed, tabbed binder for review and approval by the Owner representatives.

C. Final Design Phase (Schematics).

After written authorization from the Owner to proceed with the Final Design Phase, the Engineer shall:

1. Prepare Draft Design Schematics (layouts) to incorporate the following into the Old Hidalgo County Juvenile Detention Center:
 - a. Autopsy Rooms – components of the renovation shall include four autopsy stations; each large enough to accommodate 20 people around one autopsy station.
 - b. Separate autopsy room with one autopsy station for highly decomposed cadaver.
 - c. One tissue-harvesting room.
 - d. One storage room sized to accommodate 5-year supply of autopsy materials.
 - e. One freezer large enough to accommodate 16 cadavers.
 - f. One freezer to store two highly decomposed cadavers.
 - g. One viewing area.
 - h. One x-ray room.
 - i. One handicap accessible bathroom.
 - j. Future expansion to include DNA Lab and Toxicology Lab.
2. Prepare Draft Opinion of Probable Costs.
3. Prepare a Draft Final Design Report in a typed, tabbed binder for review and approval by the Owner representatives

4. Conduct a Final Design Conference to present the Draft Design Schematics and Opinion of Probable Costs to the Owner for review and discussion.
5. Incorporate comments from the Final Design Conference (to the maximum extent allowable by industry standards, codes and regulations), update Final Draft Design Report, and prepare Final Design Schematics and Opinion of Probable Costs.

D. Bidding Documents: Plans, Specifications & Engineer’s Final Estimate (PS&E).

After written authorization from the Owner to proceed with the Bidding Documents, the Engineer shall:

1. The Engineer shall prepare Draft Plan Drawings, Technical Specifications, and Engineer’s Estimate as well as Draft Final Design Report, and submit to Owner for review and comment. **Note: Those portions of the work that will be performed or constructed by the Owner’s forces shall be labeled in the plan drawings as “By Others”.**
2. The Engineer shall incorporate Owner comments (to the maximum extent allowable by industry standards, codes and regulations), and prepare Final Plan Drawings, Technical Specifications, and Engineer’s Estimate as well as Final Design Report.

E. Bid Phase Services.

The Engineer shall provide assistance to the Owner during the bid advertisement and review periods for one construction contract. This shall include the following:

1. The Engineer shall prepare the Bid Proposal Documents.
2. The Engineer shall provide copies of the Bidding Documents to prospective bidders.
3. The Engineer shall prepare, attend, and conduct a pre-bid conference to discuss the requirements of the Project with prospective bidders, subcontractors and suppliers. The Engineer shall prepare and distribute minutes of the conference to the attendees thru electronic e-mail or posting.
4. The Engineer shall respond to bidder questions.
5. The Engineer shall assist in preparation of addenda (no more than 2) to the contract documents.
6. The Engineer shall assist at the bid opening, prepare an analysis of the bids, and prepare a recommendation regarding contract award.

F. Deliverables.

The Engineer shall provide the following:

ITEM	No. of Copies
Preliminary Design Phase:	
1. Draft Design Summary Report	3

2. Preliminary Design Report 3

Final Design Phase (Schematics):

3. Draft Design Schematics (11-inch x 17-inch) 3

4. Draft Opinion of Probable Costs 3

5. Draft Final Design Report-Initial 3

6. Draft Final Design Report-Update 3

Bidding Documents – Plans, Specifications, & Engineer’s Estimate:

7. Draft Plan Drawings, Technical Specifications & Engineer’s Estimate 3

8. Final Plan Drawings, Technical Specifications & Engineer’s Estimate 3

9. Final Design Report 3

Bid Phase Services:

10. Copies of Bid Documents As Required*

11. Addenda Electronic Copies Only**

12. Analysis of Bid / Recommendation of Award 3

13. Final Conformed / Awarded Bid Documents 3***

* Engineer shall obtain reimbursement for cost of printing bid documents from prospective bidders.

** Engineer shall provide hard-copies for conformed bid documents for award only; distribution of addenda during bidding shall be by electronic distribution only.

*** One hard-copy to awarded Construction Contractor, two hard-copies to Hidalgo County for files.

Unless otherwise noted, the number of copies specified above refers to hard copies. All plan drawings will be 11-inch x 17-inch. Final submittals will include electronic copies of all documents (reports and bid packages) in pdf only.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is **\$115,983.44**. This amount is based upon the costs outlined in **Attachment “C”**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Funding. This work authorization shall be funded through the following funding source:

Account No. _____

Requisition No. _____

PART 5. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon the scopes of services of the work authorization.

PART 6. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. Acknowledgement and Confirmation. Acknowledgement and confirmation by **Hidalgo County Precinct #4, Commissioner Oscar L. Garza** as to content and detail of this Work Authorization.


HIDALGO COUNTY PRECINCT #4:

BY: _____
Oscar L. Garza, Commissioner

PART 8. Acceptance and Approval. This Work Authorization is hereby accepted, approved by Hidalgo County Commissioner's Court on _____ as indicated below, and effective as of ____ day of _____ 2010.

THE ENGINEER:
S&B INFRASTRUCTURE, LTD.

THE OWNER:
HIDALGO COUNTY

BY: 

Sharlotte L. Teague, PE
Senior Project Manager

BY: _____
Rene A. Ramirez
County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

- | | |
|----------------|---|
| ATTACHMENT "A" | CONCEPTUAL OVERLAY OF EXISTING BUILDING |
| ATTACHMENT "B" | EXAMPLE OF REQUESTED REQUIREMENTS FOR MORGUE FACILITY |
| ATTACHMENT "C" | COST PROPOSAL |

Work Authorization No. 3

HIDALGO COUNTY MORGUE FACILITY

Attachment "C" - Cost Proposal

S&B JOB NO.:

TASK CODE	DESCRIPTION	FIRM	SERVICE	MAN-HOURS								ESTIMATED FEE	TOTALS		
				Project Manager	Engr (V) Struct	Engr (V) Civil	Engr (III,IV) Civil	Engring Asst. 2	Engring Asst. 1	CADD (I)	Admin			TOTAL	
LABOR															
PRELIMINARY DESIGN PHASE															
	(1) Perform a building survey to determine the exact locations of walls and appurtenances of the existing building.	S & B	Basic			4			18		20		42	\$3,771.72	
	(2) Perform a structural assessment of the existing building.	S & B	Basic		40						12	6	58	\$8,718.28	
	(3) Travel to San Antonio to visit the Bexar County Medical Examiner's Facility.	S & B	SPECIAL			18			18				36	\$4,899.60	
	(4) Prepare a Draft Design Summary Report and conduct a Preliminary Design Concept Conference.	S & B	Basic	3		2	6		12		4	6	33	\$3,709.56	
	(5) Prepare a Preliminary Design Report.	S & B	Basic				9		8		9	6	32	\$3,081.09	
	Sub Total (PRELIMINARY DESIGN)				3	40	24	15	56	0	45	18	201		\$24,180.25
FINAL DESIGN PHASE (SCHEMATICS)															
	(1) Prepare Draft Design Schematics (layouts).	S & B	Basic		20	2			20		20		62	\$7,422.24	
	(2) Prepare Draft Opinion of Probable Costs.	S & B	Basic				20						20	\$3,082.40	
	(3) Prepare a Draft Final Design Report.	S & B	Basic				20				9	6	35	\$3,994.97	
	(4) Conduct a Final Design Conference to present the Draft Design Schematics and Opinion of Probable Costs to the Owner.	S & B	Basic	3		2	3				6	6	20	\$2,206.58	
	(5) Incorporate comments from the Final Design Conference, update Final Draft Design Report, and prepare Final Design Schematics and Opinion of Probable Costs.	S & B	Basic		9		4		9		20	9	51	\$5,003.85	
	Sub Total (FINAL DESIGN (SCHEMATICS))				3	29	4	47	29	0	55	21	188		\$21,710.04
BID DOCUMENTS: PLANS, SPECS, ESTIMATES															
	(1) Prepare Draft Plan Drawings.	S & B	Basic		9	4			40		40		93	\$8,947.97	
	(2) Prepare Draft Technical Specifications.	S & B	Basic			2	40					18	60	\$7,475.76	
	(3) Prepare Draft Engineer's Construction Estimate.	S & B	Basic				18						18	\$2,774.16	
	(4) Incorporate Owner Comments and Prepare Final Plan Drawings, Tech Specs, and Estimate.	S & B	Basic		9	2	9		9		20	6	55	\$5,963.17	

Work Authorization No. 3

HIDALGO COUNTY MORGUE FACILITY

Attachment "C" - Cost Proposal

S&B JOB NO.:

TASK CODE	DESCRIPTION	FIRM	SERVICE	MAN-HOURS								ESTIMATED FEE	TOTALS		
				Project Manager	Engr (V) Struct	Engr (V) Civil	Engr (III,IV) Civil	Engring Asst. 2	Engring Asst. 1	CADD (I)	Admin			TOTAL	
(5)	Prepare Final Design Report.	S & B	Basic				20				9	9	38	\$4,155.29	
Sub Total (BID DOCUMENTS)				0	18	8	87	49	0	69	33	264			\$29,316.35
BID PHASE SERVICES															
(1)	Prepare the Bid Proposal Documents.	S & B	SPECIAL			2	24	20		24	20	90	\$8,648.80		
(2)	*Make and distribute copies of the Bidding Documents to prospective bidders.	S & B	SPECIAL									0	\$0.00		
(3)	Prepare, attend, and conduct a pre-bid conference to discuss the requirements of the Project with prospective bidders, subcontractors and suppliers; prepare and distribute minutes of the conference to the attendees thru electronic e-mail or posting.	S & B	SPECIAL	2		4					6	12	\$1,472.00		
(4)	Respond to bidder questions.	S & B	SPECIAL		4	2	9				4	19	\$2,710.72		
(5)	Prepare addenda (no more than 2) to the contract documents.	S & B	SPECIAL		6	2	4	18		18	4	52	\$5,262.64		
(6)	Assist at the bid opening, prepare an analysis of the bids, and prepare a recommendation regarding contract award.	S & B	SPECIAL	2		2	6				2	12	\$1,833.92		
* No charge; reimbursed to Engineer by Prospective Bidders															
Sub Total (BID PHASE SERVICES)				4	10	12	43	38	0	42	36	185			\$19,928.08
MANAGEMENT															
(1)	Internal controls, budgeting, and invoicing (3 months).	S & B	BASIC	12							6	18	\$3,040.32		
(2)	Internal coordination and meetings (5 weeks).	S & B	BASIC	5		5	5				10	25	\$3,310.80		
(3)	QC-QA - Preliminary Desgin (DSR, Preliminary Design Report)	S & B	BASIC	13								13	\$2,946.32		
(3)	QC-QA - Schematics, OPC, Final Draft Design Report)	S & B	BASIC	12								12	\$2,719.68		
(3)	QC-QA - Bid Docs / Specs	S & B	BASIC	9								9	\$2,039.76		
(3)	QC-QA - Bid Proposal, Addenda	S & B	BASIC	9								9	\$2,039.76		
(4)	Client Meetings (2 coordination meetings).	S & B	BASIC	4		5					2	11	\$1,886.04		
(5)	Client Meetings (2 presentations to Commissioners Court).	S & B	BASIC	4		5					2	11	\$1,886.04		
Sub Total (MANAGEMENT)				68	0	15	5	0	0	0	20	108			\$19,868.72

Work Authorization No. 3
HIDALGO COUNTY MORGUE FACILITY
Attachment "C" - Cost Proposal

S&B JOB NO.:

TASK CODE	DESCRIPTION	FIRM	SERVICE	MAN-HOURS								ESTIMATED FEE	TOTALS	
				Project Manager	Engr (V) Struct	Engr (V) Civil	Engr (III,IV) Civil	Engring Asst. 2	Engring Asst. 1	CADD (I)	Admin			TOTAL
	Sub Total (LABOR)			78	97	63	197	172	0	211	128	946		\$115,003.44
	Total Hours	MULTIPLIER		78	97	63	197	172	0	211	128	946		
	CONTRACT RATES: (\$/MAN-HOUR)	2.9218		226.64	190.21	174.52	154.12	97.68	78.13	65.77	53.44			
	BASE RATES: (\$/MAN-HOUR)			77.57	65.10	59.73	52.75	33.43	26.74	22.51	18.29			
NON LABOR														
	Courier													
	(1) FedEx Courier - Draft Plans and Specs - Agency Review (Austin)	S & B (nl)	Basic										\$80.00	
	(2) FedEx Courier - Draft Plans and Specs - Agency Review (Austin)	S & B (nl)	Basic										\$80.00	
	(3) Courier - Draft Plans and Specs - Dr. Farley Review (Harlingen)	S & B (nl)	Basic										\$50.00	
	(4) Courier - Draft Plans and Specs - Dr. Farley Review (Harlingen)	S & B (nl)	Basic										\$50.00	
	(5) Miscellaneous Courier to Edinburg for submittals.	S & B (nl)	Basic										\$90.00	
	Travel													
	Miscellaneous													
	(1) Project Site / Client Meetings (Edinburg) Bexar County Medical Facility	S & B (nl)	Basic										\$90.00	
	(2) Travel (Rental Car - lease: 2 days @ \$70 per day x 1 car)	S & B (nl)	Basic										\$140.00	
	(3) Travel (Rental Car - gas)	S & B (nl)	Basic										\$100.00	
	(4) Travel (Lodging: 2 people @ \$100 per night for 1 nite)	S & B (nl)	Basic										\$200.00	
	(5) Travel (Meals: 2 people @ \$50 / day)	S & B (nl)	Basic										\$100.00	
	Miscellaneous - Reproduction													
	* Outside reproduction (Bid Documents)	S & B (nl)	Basic										\$0.00	
	* No charge; reimbursed to Engineer by Prospective Bidders													
	Sub Total (NON-LABOR)													\$980.00
	PROJECT TOTAL													\$115,983.44

Leticia Saenz

From: Olga Montero [olga.montero@co.hidalgo.tx.us]
Sent: Wednesday, July 21, 2010 4:22 PM
To: 'Leticia Saenz'
Subject: FW: Hidalgo County Morgue Facility Proposal

PLEASE REVIEW.

From: Sergio Cruz [mailto:sergio.cruz@co.hidalgo.tx.us]
Sent: Wednesday, July 21, 2010 2:23 PM
To: 'Olga Montero'
Cc: 'Leticia Saenz'; roy.cazares@da.co.hidalgo.tx.us; 'Richard Sunday'
Subject: RE: Hidalgo County Morgue Facility Proposal

Olga,

The funding information for this project is as follows:

Account Number: 0-1342-421-00-220-045-0-452
Account Description: CO2010A&B-MORGUE/OLD JUV DET-BLDG ADD & REN
Available Balance: \$ 760,000.00

Please contact me should you have any questions.

Sincerely,

Sergio Cruz

Director, Strategic Planning Division
Department of Budget & Management
2818 South Business Highway 281
Edinburg, TX 78539
(956) 292-7025 phone
(956) 292-7035 fax
sergio.cruz@co.hidalgo.tx.us



Please consider the environment before printing this email

Note: The information contained in this e-mail and any accompanying documents may contain information that is confidential or otherwise protected from disclosure. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message, including any attachments. Any dissemination, distribution or other use of the contents of this message by anyone other than the intended recipient is strictly prohibited.

From: Olga Montero [mailto:olga.montero@co.hidalgo.tx.us]
Sent: Wednesday, July 21, 2010 2:06 PM
To: 'Sergio Cruz'
Cc: 'Leticia Saenz'; 'Darlene Betancourt'; 'Oscar Garza'
Subject: FW: Hidalgo County Morgue Facility Proposal
Importance: High

AI-22244

20.F.1.

**BCAP-Pct 2-Round III-Road & Drainage Construction Award
Recommendation for Aldamas I & II Subdivisions
CC REGULAR**

Date: 08/10/2010

Submitted By: Yvette Islas, PURCHASING DEPT.

Submitted For: Agapito Vargas

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: CAP Pct.2

Information

CAPTION

Discussion and action on a recommendation by project engineer SAME Engineering & Surveying Inc. to award to the lowest bidder meeting all specifications: Total Commitment, LLC in the amount of \$376,612.50 for Bid No. CAP-10-232-06-23-YSI "Road & Drainage Construction for Aldamas I & II Subdivisions."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1312-431-00-122-937-0-733 & 841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

available balances:

733 - \$219,465.00

841 - \$221,310.94

*Interlocal Agreement (AI-17756 - 10/06/09) with the City of San Juan.

Attachments

Link: [c brk dwon aldamas i n ii 22244](#)

Link: [txdtot conc aldamas i n ii](#)

Link: [eng recomend aldamas i n ii 22244](#)

Link: [b tab aldamas i n ii 22244](#)

Link: [ai req ald awrd 22244](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/04/2010 02:15 PM	APRV
2	Budget & Management	Sylvia Solis	08/04/2010 04:40 PM	APRV
3	Roland Garcia	Rolando Garcia	08/06/2010 01:05 PM	APRV
4	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Yvette Islas

Started On: 07/28/2010 03:47
PM

Final Approval Date: 08/06/2010

Aldamas I II Subdivision
 CSJ: 3C1080937
 Cost Breakdown
 Precinct 2

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
ROADWAY						
1	100	Preparing ROW	29.72	STA	\$500.00	\$14,860.00
2	152	6" Road Grader Work (Dens Cont) Subgrade	12216	SY	\$1.50	\$18,324.00
3	247	8" Flex Base (Compl in Place) TY "D" GR6 CL 3	11540	SY	\$6.00	\$69,240.00
4	260	Lime Treatment @ 3%	104	TON	\$160.00	\$16,640.00
5	310	Asph Matrl (MC-30)	2309	GAL	\$5.00	\$11,545.00
6	340	Asph Conc ACP Surface (TY "D") (1.5")	9854	SY	\$6.00	\$59,124.00
7	500	Mobilization	1	LS	\$1,000.00	\$1,000.00
8	502	Barricades, Signs and Traffic Handling	2	MO	\$350.00	\$700.00
SubTotal Base Bid						\$191,433.00

DRAINAGE						
1	360	Driveways (Conc) (4")	838	SY	29.25	\$24,511.50
2	465	Inlet (Type "A")	8	EA	\$2,000.00	\$16,000.00
3	465	Storm Sewer Manhole	6	EA	\$2,100.00	\$12,600.00
4	506	Temp Sedmt Control Fence	6000	LF	\$2.00	\$12,000.00
5	506	Temp Sedmt Control Fence (Remove)	6000	LF	\$0.50	\$3,000.00
6	529	Concrete Curb & Gutter (Ty "A") (Barrier) (18"X12")	6440	LF	\$6.25	\$40,250.00
7	529	Concrete Valley Gutter	34	SY	\$36.00	\$1,224.00
8	530	Driveways (Asphalt, Concrete, Pavement)	575	SY	\$22.00	\$12,650.00
9	556	18" RCP culvert Pipe CL III	140	LF	\$24.00	\$3,360.00
10	556	24" RCP Culvert Pipe CL III	1978	LF	\$28.00	\$55,384.00
11		Outfall Excavation	600	CY	\$7.00	\$4,200.00
SubTotal Drainage						\$185,179.50
GrandTotal Roadwork Base Bid and Drainage						\$376,612.50

Project Length: (LF)	2972.4
Cost Per Linear Feet @ \$500K/mile:	\$ 94.70
Tot. Proj. Allowable (Cost per LF @\$500K/mi X Proj. Lngth):	\$281,486.28
Roadwork Allocation (Eng, Road Const and Contingency):	\$295,784.13
Allowed Increase:	Inc. Not Allowed

Road Construction Allocation:	\$221,310.00	Drainage Allocation:	\$219,465.00
Possible 25% Transfer In Other Projects:	\$ -	Transfer In: Other Projects	
Contingency Transfer In:	\$ -	Total Allocation and Transfer	\$219,465.00
Total Allocation, 25% Transfer and Contingency Transfer	\$221,310.00	Drainage Cost:	\$185,179.50
Low Base Bid Roadwork	\$191,433.00	Overrun/Underrun	\$34,285.50

Aldamas I II Subdivision

CSJ: 3C1080937

Cost Breakdown

Precinct 2

Overrun/Underrun \$29,877.00



Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

August 2, 2010

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 E. State Street
Pharr, TX 78577

Dear Mr. Vargas:

TxDOT concurs with Hidalgo County's decision to award a construction contract for its 3rd-call Border Colonia Access Program project in Aldamas I and II Subdivision (3C1080937) to the low bidder, Total Commitment, Inc., for a total bid of \$376,612.50.

My records indicate that the bid amounts for this project are within amounts remaining, as shown below:

Project	Amount Remaining 08/02/10			Bid Amount		
	Drainage	Roadway	Total	Drainage	Roadway	Total
Mesquite Acres	\$185,179.50	\$191,433.00	\$376,612.50	\$89,504.70	\$133,823.30	\$223,328.00

Please let me know if you have questions.

Sincerely,

Sharon Slagle
Pharr District Colonia Program Manager

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

SAM Engineering and Surveying, Inc.



200 South Cage Blvd, Pharr, Texas 78577, P.O. Box 3353 (78540)

July 12, 2010

Agapito Vargas
Colonia Access Program Director
Hidalgo County
301 East State Street
Pharr, Texas 78577

Re: Letter of Recommendation
Border Colonia Access Program Round 3 – Precinct #2
Aldamas Subdivision I & II Bid # CAP-10-232-06-23-YSI

Mr. Vargas,

We have reviewed the unit base bid amount totals submitted from 7 construction companies for the above mentioned project. After review and tabulation of the unit base bid, Total Commitment, has submitted the lowest total base bid proposal of \$376,612.50. Sascon, Inc., DK III Hornback, Saenz Utility, Valley Paving, Jimmy Closner & Sons, and TEGA Construction also submitted bids for the project (see attached bid tabulation sheet). Total Commitment has met all requirements set forth in the bid notice.

With this in mind, please consider our recommendation that Total Commitment be awarded the project for the total base bid in the amount of \$376,612.50. Construction is expected to be completed in 120 calendar days.

Respectfully Submitted,

Samuel Maldonado, P.E., R.P.L.S.
Principal

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 2 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: July 07, 2010

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR ALDAMAS I & II SUBDIVISIONS"

BID NO: CAP-10-232-06-23-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	ADDENDUM #1	ADDENDUM #2	ADDENDUM #3	Bid Bond/ Cashier's Check
1.	Jimmy Closner & Sons Const. Co. Inc.	\$500,029.75	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	Bid Bond Included
2.	Total Commitment, LLC	\$376,612.50	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	Bid Bond Included
3.	Saenz Utility Contractors	\$450,132.13	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	Bid Bond Included
4.	Sascon Inc.	\$442,089.00 correct amount \$442,081.00 read amount	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	Bid Bond Included
5.	Valley Paving Inc.	\$465,088.95	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	Bid Bond Included
6.	DK III Hornback R.F.D., Inc.	\$445,171.40	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	Bid Bond Included
7.	TEGA Construction	\$550,512.50 correct amount \$550,397.36 read amount	ACKNOWLEDGED	ACKNOWLEDGED	ACKNOWLEDGED	Bid Bond Included
8.						
9.						
10.						

From: [Agapito Vargas](#)
To: ["Yvette Islas"](#)
Cc: ["Eralio Palacios"](#); ["Humberto Garza"](#); ["Katia Garcia"](#); ["dina trevino"](#); ["Valde "](#); ["Marcie Jackson"](#)
Subject: Low Bid Awards
Date: Tuesday, August 03, 2010 1:41:00 PM
Attachments: [Engineer's Recommendation Letter - Aldamas I & II.pdf](#)
[txdot concurrence low bid award aldamas I II.pdf](#)

Yvette, please place the following item on CC agenda for Tuesday 10th August 2010:

Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project
Project Name: Aldamas I & II Subdivision (CSJ: 3C1080937)
Project Location: Precinct 2
Low Bidders: Total Commitment, LLC; Mission, TX (Aldamas I & II)
Project Engineers: SAMES Engineering, Inc. (Aldamas I & II)
Account: 0-1312-431-00-122-937-0-731 & 733

Attached is correspondence from TXDOT providing concurrence, engineer's letter of recommendation, cost breakdown, 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: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com



Please refrain from printing this email unless completely necessary. Go Green!

AI-22340

20.G.1.

**Rescind bid awards Las Brisas & Seminary Village Subds. Pct 4 3rd
Call-BCAP
CC REGULAR**

Date: 08/10/2010

Submitted By: Yvette Islas, PURCHASING DEPT.

Submitted For: Agapito Vargas

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: CAP Pct.4

Information

CAPTION

Discussion and action on recommendation by project engineer, J. E. Saenz & Associates, regarding CAP-10-176-05-12 "Road & Drainage Construction for Las Brisas Subdivision" & CAP-10-175-05-12 "Road & Drainage Construction for Seminary Village Subdivision" including, but not limited to the following:

- a. Rescind low bid awards to Garcia & Martinez Paving, Inc. for the two projects identified above (awarded by CC 06-29-10) inasmuch as vendor has pulled out of all their current projects and both county staff and project engineer have made numerous unsuccessful attempts to contact contractor; and, in the alternative,
- b. Requesting authority to re-advertise the two (2) 3rd call BCAP projects identified herein, aka, Road & Drainage Construction for Las Brisas and Seminary Village Subdivisions including approval of plans and specifications drafted by project engineer. J. E. Saenz & Associates;
- c. Authority (if necessary or applicable) to proceed to file claim against bid bond so as to recover costs associated with procuring project .

BACKGROUND

Reference AI#21654

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: Fund 1200&1312

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 8-6-10

Seminary Village
0-1312-431-00-124-657-0-731 \$104,147.00
0-1200-431-00-124-657-0-731 \$ 2,199.65
0-1312-431-00-124-657-0-733 \$ 36,400.00

Las Brisas

0-1312-431-00-124-406-0-731 \$ 98,462.50

0-1200-431-00-124-406-0-731 \$ 19,922.20

0-1312-431-00-124-406-0-733 \$ 63,578.80

Attachments

Link: [22340 bk up letters](#)

Link: [las brisas 22340](#)

Link: [seminary 22340](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2010 03:26 PM	APRV
2	Budget & Management	Erika Zamora	08/06/2010 03:36 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/06/2010 04:21 PM	APRV
4	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Yvette Islas
Started On: 08/04/2010 04:25 PM

Final Approval Date: 08/06/2010



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

August 03, 2010

Mr. Oscar L. Garza
Commissioner
Hidalgo County Precinct #4
1102 N. Doolittle Road
Edinburg, Texas 78539

Re: Bid No. CAP-10-175-05-12-YSI
Seminary Village Subdivision

Mr. Garza,

It is our understanding that Garcia & Martinez Paving Company is no longer in business. All machinery has been removed from unfinished project sites and our phone calls to the company remain unanswered. Because the contract for Seminary Village Subdivision was not executed within 10 days of acceptance, we are recommending that the county's legal department follow through with securing the bid bond as liquidated damages for failure to enter into contract and consider re-advertising.

Respectfully Submitted,

FOR

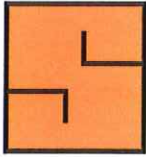
Jose E. "Eddie" Saenz, P.E.
President

Cc: Agapito Vargas Hidalgo County Colonia Project Coordinator

F:\JESAENZAENGPROJ\ENG2008\ENG 08 008\02 - SEMINARY VILLAGE\misc-doc\Recommendation Letter Seminary Village 3.doc

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

August 03, 2010

Mr. Oscar L. Garza
Commissioner
Hidalgo County Precinct #4
1102 N. Doolittle Road
Edinburg, Texas 78539

Re: Bid No. CAP-10-176-05-12-YSI
Las Brisas Subdivision

Mr. Garza,

It is our understanding that Garcia & Martinez Paving Company is no longer in business. All machinery has been removed from unfinished project sites and our phone calls to the company remain unanswered. Because the contract for Las Brisas Subdivision was not executed within 10 days of acceptance, we are recommending that the county's legal department follow through with securing the bid bond as liquidated damages for failure to enter into contract and consider re-advertising.

Respectfully Submitted,

FOR

Jose E. "Eddie" Saenz, P.E.
President

Cc: Agapito Vargas Hidalgo County Colonia Project Coordinator

F:\JESAENZ\ENGPJOJS\ENG2008\ENG 08 008\04 - LAS BRISAS\Misc-Doc\Recommendation Letter 3 Las Brisas.doc

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

BID FORM

HIDALGO COUNTY PRECINCT NO 4
BORDER COLONIA ACCESS PROJECT ROUND 3
CAP-10-176-05-12-YSI LAS BRISAS SUBDIVISION

BID ITEMS FOR ROAD CONSTRUCTION

TXDOT Item No.	Est Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
----------------	--------------	------	------------------	-------------------------	-----------------------	----------------------------

Sample

100	20.87	STA	Preparing Row	Three Hundred Dollars	\$300.50	\$6,271.44
				Fifty Cents		

PAVING

100	13.26	STA	Preparing Row	Sixteen Eighty ZERO Dollars	\$ 1,680.00	\$ 22,276.80
152	5774	SY	Road Grader Work (Dens Cont.) (Salvage Material)	Two Dollars	\$	\$
				ZERO Cents	2.00	11,548.00
247	5596	SY	FL BS (Compl In Plact (TY D CL2)	FIVE Dollars	\$	\$
				Fifty Cents	5.50	30,778.00
260	28	TONS	Lime Treated For Base Course	One Hundred Seventy Five ZERO Dollars	\$	\$
				ZERO Cents	175.00	4,900.00
340	4773	SY	Dense Graded Hot Mix ASPH CONC TY D	SEVEN Dollars	\$	\$
				Twenty Cents	7.30	34,842.90
310	955	Gal	Prime Coat Asph Material	THREE Dollars	\$	\$
				EIGHTY Cents	3.80	3,629.00
500	1	LS	Mobilization	Fifteen Hundred ZERO Dollars	\$	\$
				ZERO Cents	1500.00	1,500.00
502	2	MO	Barricades, Signs and Traffic Handling	Twelve Hundred ZERO Dollars	\$	\$
				ZERO Cents	1,200.00	2,400.00
530	1	EA	Turnouts (Asph Conc Pav) (PB-1)	One Thousand ZERO Dollars	\$	\$
				ZERO Cents	1,000.00	1,000.00
275	29	TONS	Cement for Subgrade (Road Mixed)	One Hundred Ninety ZERO Dollars	\$	\$
				ZERO Cents	190.00	5,510.00

Roadway Subtotal	\$ 118,384.70
------------------	---------------

Drainage

402	114	LF	Trench Excavation Protection	One Dollars Zero Cents	\$ 1.00	\$ 114.00
464	45	LF	18" RCP Storm Drain CL III	Twenty Nine Dollars Zero Cents	\$ 29.00	\$ 1305.00
464	617	LF	24" RCP Culvert Pipe	Thirty Four Dollars Zero Cents	\$ 34.00	\$ 20,978.00
465	2	EA	6'x4' Type "A" Curb Inlet	Twenty Nine F. Fifty Dollars Zero Cents	\$ 2,950.00	\$ 5,900.00
465	2	EA	48" Dia. Concrete Manhole	Twenty Four Hundred Dollars Zero Cents	\$ 2,400.00	\$ 4,800.00
529	2801	LF	18"x12" Concrete Curb & Gutter	Six Dollars Zero Cents	\$ 6.00	\$ 16,806.00
464	382	LF	18" RCP Storm Drain CL III (Remove)	Four Dollars Zero Cents	\$ 4.00	\$ 1528.00
530	328	SY	Driveways (Asph Pav) (PBR-1)	Nine Dollars Fourty Cents	\$ 9.40	\$ 3083.20
530	92	SY	Driveways (Conc Pav) (PBR-1)	Fourty Six Dollars F. Fifty Five Cents	\$ 46.55	\$ 4282.60
506	136	LF	Temp Sedmt Cont Fence	Two Dollars Twenty Five Cents	\$ 2.25	\$ 306.00
506	136	LF	Temp Sedmt Cont Fence (Remove)	Two Dollars Twenty Five Cents	\$ 2.25	\$ 306.00
465	28	SY	6' Valley Gutter	Fourty Dollars Zero Cents	\$ 40.00	\$ 1120.00
	2	EA	Safety End Treatment	Eight Hundred F. Dollars Zero Cents	\$ 850.00	\$ 1700.00
	1	L.S.	Connect to Existing Ditch	Five Hundred Dollars Zero Cents	\$ 500.00	\$ 500.00
	1	E.A.	Head Wall	Eight Hundred F. Dollars Zero Cents	\$ 850.00	\$ 850.00

Drainage	\$
Subtotal	62,228.80

Bid Total	\$ 180,613.50
------------------	----------------------

BIDDER/COMPANY NAME: Garcia + Martinez Paving Inc.

AUTHORIZED SIGNATURE: [Signature]

PRINTED NAME: Humberto Garcia Jan

TITLE: Owner

OPENED
9/3/2010

MAY 1 2 2010
Witnessed

[Signature]



INSCO INSURANCE SERVICES, INC.

Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (800) 782-1546
www.InscoDico.com

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS.

That we, Garcia & Martinez Paving, Inc.,
as Principal, and Developers Surety and Indemnity Company, a corporation
authorized to transact a general surety business in the State of Texas, as Surety, are held and firmly bound unto
Hidalgo County
(hereinafter called the Obligee)

in the full and just sum of 5% Greatest Amount Bid
Dollars, (\$ 5%) for the payment whereof in lawful money of the United States,
we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for
Hidalgo Pct. 4 Road-Drainage Las Brisas Subdivision

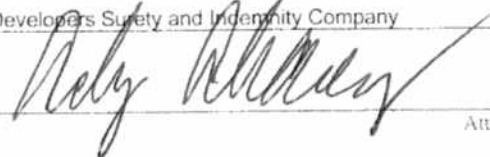
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee
in accordance with the terms of such bid, or in the event of the failure of the Principal to enter such Contract, if the Principal shall
pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount
for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 12th day of May, 2010
Year

Garcia & Martinez Paving, Inc.


Principal

Developers Surety and Indemnity Company
Surety

By: 
Attorney-in-Fact

Andy Alvarez, Atty-in-Fact
Authorized Representative (Name and Title)

By: _____
Signature of Authorized Representative

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO BOX 19725, IRVINE, CA 92623 (949) 263-3300
www.InscoDico.com

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby make, constitute and appoint:

*****Dewey Young, Andy Alvarez, jointly or severally*****

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as the corporation could do, but reserving to the corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its respective Executive Vice President and attested by its Secretary this 1st day of February, 2005.

By: 
David H. Rhodes, Executive Vice-President

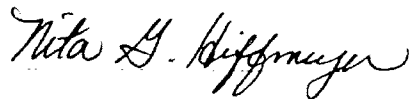
By: 
Walter A. Crowell, Secretary



STATE OF CALIFORNIA)
)SS.
COUNTY OF ORANGE:)

On February 1, 2005, before me, Nita G. Hiffmeyer, personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal

Signature 



CERTIFICATE

The undersigned, as Executive Vice-President, of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolution of the respective Boards of Directors of said corporation set forth in the Power of Attorney, is in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 12th day of May 2010

By: 
David L. Kerrigan, Executive Vice-President

BID FORM

HIDALGO COUNTY PRECINCT NO 4
 BORDER COLONIA ACCESS PROJECT ROUND 3
 CAP-10-175-05-12-YSI SEMINARY VILLAGE SUBDIVISION

BID ITEMS FOR ROAD CONSTRUCTION

TXDOT Item No.	Est Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
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Sample

100	20.87	STA	Preparing Row	Three Hundred Dollars	\$300.50	\$6,271.44
				Fifty Cents		

PAVING

100	14.37	STA	Preparing Row	Thirteen Twenty Dollars ZERO Cents	\$ 1325.00	\$ 19,040.25
152	4364	SY	Road Grader Work (Dens Cont.) (Salvage Material)	THREE Dollars ZERO Cents	\$ 3.00	\$ 13,092.00
247	4100	SY	FL BS (Compl In Plact (TY D CL2)	FIVE Dollars Seventy Cents	\$ 5.70	\$ 23,370.00
260	46	TONS	Lime Treated For Base Course	Two Hundred Seventy ZERO Dollars ZERO Cents	\$ 175.00	\$ 8050.00
340	3832	SY	Dense Graded Hot Mix ASPH CONC TY D	SEVEN Dollars Twenty Five Cents	\$ 7.25	\$ 27,782.00
310	798	Gal	Prime Coat Asph Material	THREE Dollars Eighty Cents	\$ 3.80	\$ 3,032.40
500	1	LS	Mobilization	Fifteen Hundred ZERO Dollars ZERO Cents	\$ 1,500.00	\$ 1,500.00
502	2	MO	Barricades, Signs and Traffic Handling	Twelve Hundred ZERO Dollars ZERO Cents	\$ 1,200.00	\$ 2,400.00
530	2	EA	Turnouts (Asph Conc Pav) (PB-1)	One Thousand ZERO Dollars ZERO Cents	\$ 1,000.00	\$ 2,000.00
275	32	TONS	Cement for Subgrade (Road Mixed)	One Hundred Ninety ZERO Dollars ZERO Cents	\$ 190.00	\$ 6,080.00

Roadway Subtotal	\$ 106,346.65
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Drainage

402	629	LF	Trench Excavation Protection	One Dollars Zero Cents	\$ 1.00	\$ 629.00
464	534	LF	15" RCP Storm Drain CL III	Twenty One Dollars Zero Cents	\$ 21.00	\$ 11,214.00
464	95	LF	18" RCP Culvert Pipe	Twenty Nine Dollars Zero Cents	\$ 29.00	\$ 2,755.00
530	283	SY	Driveways (Asph Pav) (PBR-1)	Nine Dollars Forty Five Cents	\$ 9.45	\$ 2,674.35
530	311	SY	Driveways (Conc Pav) (PBR-1)	Thirty Dollars Zero Cents	\$ 30.00	\$ 9,330.00
506	300	LF	Temp Sedmt Cont Fence	Two Dollars Twenty Five Cents	\$ 2.25	\$ 675.00
506	300	LF	Temp Sedmt Cont Fence (Remove)	Two Dollars Twenty Five Cents	\$ 2.25	\$ 675.00
	4	EA	Safety End Treatment	Eight Hundred F.F. Dollars Zero Cents	\$ 850.00	\$ 3,400.00

Drainage Subtotal	\$ 31,352.35
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Bid Total \$ 137,699.00

BIDDER/COMPANY NAME: Garcia & Martinez Paving Inc.
 AUTHORIZED SIGNATURE: [Signature]
 PRINTED NAME: Humberto Garcia Jr.
 TITLE: Owner

OPENED

9:42am

MAY 12 2010

Witnessed

[Signature]



INSCO INSURANCE SERVICES, INC.

Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (800) 782-1546
www.InscoDico.com

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, Garcia & Martinez Paving, Inc.

as Principal, and Developers Surety and Indemnity Company, a corporation

authorized to transact a general surety business in the State of Texas, as Surety, are held and firmly bound unto _____

Hidalgo County

(hereinafter called the Obligee)

in the full and just sum of 5% Greatest Amount Bid

Dollars, (\$ 5%) for the payment whereof in lawful money of the United States,

we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for
Hidalgo Pct. 4 Road-Drainage Seminary Village Subdivision

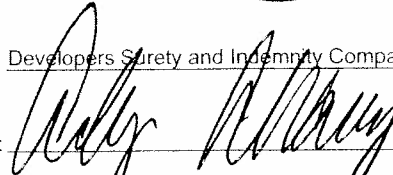
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, or in the event of the failure of the Principal to enter such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 12th day of May, 2010
Year

Garcia & Martinez Paving, Inc.


Principal

Developers Surety and Indemnity Company
Surety

By: 
Attorney-in-Fact

Andy Alvarez, Atty-in-Fact
Authorized Representative (Name and Title)

By: _____
Signature of Authorized Representative

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300
www.InscoDico.com

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby make, constitute and appoint:

*****Dewey Young, Andy Alvarez, jointly or severally*****

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as the corporation could do, but reserving to the corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY effective as of November 1, 2000:

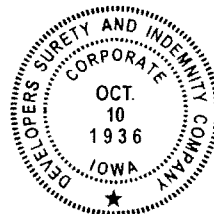
RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its respective Executive Vice President and attested by its Secretary this 1st day of February, 2005.

By: 
David H. Rhodes, Executive Vice-President

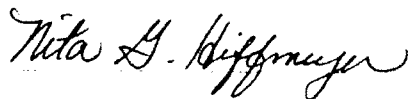
By: 
Walter A. Crowell, Secretary



STATE OF CALIFORNIA)
)SS.
COUNTY OF ORANGE)

On February 1, 2005, before me, Nita G. Hiffmeyer, personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal

Signature 



CERTIFICATE

The undersigned, as Executive Vice-President, of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolution of the respective Boards of Directors of said corporation set forth in the Power of Attorney, is in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 12th day of May 2010

By: 
David L. Kerrigan, Executive Vice-President

AI-22320

20.H.1.

**Old Administration 3rd Floor Renovations -Fire Suppression System Repairs
CC REGULAR**

Date: 08/10/2010

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Facilities Management

Information

CAPTION

Acceptance and approval of the proposal received from Firetrol Protection Systems, Inc. through Contract TXMAS-6-03FAC020 in the amount of \$4,878.40 for "Repacking of fire pump and three (3) Six inch Valves" in connection to Old Administration Building Renovations and as recommended by Richard Sunday, Facilities Management.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1336-419-00-115-073-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

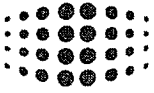
Available balance of \$2,031,733.57 as of 08/06/10.

Attachments

Link: [Firetrol Quote -Repack Pump and Valves](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2010 11:11 AM	APRV
2	Budget & Management	Erika Zamora	08/06/2010 11:24 AM	APRV
3	Olga Garza	Olga Garza	08/06/2010 02:15 PM	APRV
4	Auditor's Office		08/06/2010 05:20 PM	NEW
Form Started By: Moises Salazar			Started On: 08/04/2010 10:07 AM	
Final Approval Date: 08/06/2010				



FIRETROL

Protection Systems

Fire Protection Quotation Page 1 Of 1

TX Contractor's License #ACR-2034/SCR-0292

Date: 7/29/2010

Re: TXMAS-6-03FAC020/GSA#GS-06F-0063S 2008 Schedule

Firetrol is pleased to provide the quote of: TXMAS pricing for Fire Sprinkler work for Old Admin Bldg – Repack Fire Pump (leaking) and repack 3-6” OS&Y Valves that are frozen and attempt operation of devices.

Part I: SCOPE OF WORK: Firetrol will repack fire pump and 3 – 6” OS&Y Valves in Fire Pump Room. (Fire Pump has leak and the 3 valves were stuck/frozen in “open” position.)

Breakdown: Category 561-002 Scope FIRE SUPPRESSION

GSA Labor Rate	“Fabrication/Delivery”(travel time) Standard at \$75.00/4 hours per way-8	\$600.00
GSA Labor Rate	“GSA Mix Rate”(sprinkler) Standard at \$112.00/ 28 hours	\$3,136.00
<hr/>		
GSA Parts Rate	“Best-value, Open market”	
	Fire Pump Packing is Graphite Acrylic packing – 12 rings \$816.00 List less 20%	\$652.80
	OS&Y Valve packing – 3 rings each – 9 rings total \$612.00 List less 20%	\$489.60

*see attachment 1 for GSA price labor schedule as noted
 *see attachment 2 for Standard Firetrol terms and Conditions

Subtotal Cost \$4,878.40

EXCLUDED FROM THIS PROPOSAL ARE:

Overtime/Weekend/After hours / Additional movement of sprinkler heads not listed in Attachment 2 or additional required for move/relocate/ Customer acceptance of this work assumes any and all liability resulting from any deviation from listed application and/or code- Standard Firetrol terms and conditions page applies to this quotation. Any additional requirements by the AHJ (Authority Having Jurisdiction) / Permit costs / Design fees / Additional Service labor to repair if parts needed /

If you have any questions or if I can be of any further assistance, please feel free to contact me.

ACCEPTED BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____
P.O. # _____

Best Regards.

 Larry Appel
 Inspection/Service
 Sales

Attachment
①

Contract #GS-06F-0063S

GSA Labor Rates for GS-06F-0063S
Submitted by Firetrol

Scope	Position/Title	Hourly GSA Approved Rates		
		Standard	Premium	Double-time
Fire Alarm	System Programmer	\$ 131.00	\$ 167.00	\$ 179.00
Fire Alarm	Inside Wireman	\$ 122.00	\$ 154.00	\$ 170.00
Fire Alarm	GSA Mix Rate	\$ 115.00	\$ 157.00	\$ 172.00
Fire Alarm	Designer/Engineer	\$ 90.00	\$ 135.00	\$ 150.00
Fire Alarm	Project Manager	\$ 100.00	\$ 150.00	\$ 175.00
Fire Alarm	Shop/Delivery	\$ 75.00	\$ 112.50	\$ 130.00
Fire Alarm	Small Tools/Truck*	n/a	n/a	n/a
Fire Suppression	General Foreman	\$ 120.00	\$ 149.00	\$ 179.00
Fire Suppression	Foreman	\$ 115.00	\$ 143.00	\$ 170.00
Fire Suppression	Journeyman	\$ 110.00	\$ 135.00	\$ 160.00
→ Fire Suppression	Total GSA Mix Rate	\$ 112.00	\$ 144.00	\$ 165.00
Fire Suppression	Designer/Engineer	\$ 90.00	\$ 135.00	\$ 172.00
Fire Suppression	Project Manager	\$ 100.00	\$ 150.00	\$ 175.00
→ Fire Suppression	Fabrication/Delivery	\$ 75.00	\$ 112.50	\$ 130.00
Fire Suppression	Small Tools/Truck*	n/a	n/a	n/a

Note:

A 3-hour minimum charge (plus travel) applies to all normal working hours service calls

A 4-hour minimum charge (plus travel) applies to all premium working hours service calls

* When applicable (service/repair)

Attachment ② General Terms & Conditions

ENTIRE CONTRACT

The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and Purchaser's order shall be governed by only the terms and conditions appearing herein.

PROPOSALS AND CONTRACT

Seller's proposals, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms, which reimburse Seller for work performed, reasonable overhead and lost profit.

PAYMENT

Terms of payment have been set at net 10-days. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, at a rate of 25% per annum, or if such rate is prohibited under applicable law, then at such maximum rate as is under applicable law. Purchaser shall pay all attorney's fees incurred in the collection of past due accounts.

DELAYS

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause beyond the control of Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this contract shall not be void or avoidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing, all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of the invoice by Purchaser.

EXCAVATION

In the event the work herein includes excavation, the Purchaser shall pay as an extra to the contract price the cost for any additional work performed by the seller due to water, quicksand, rock or other unforeseen obstruction encountered or if shoring is required.

SITE FACILITIES

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures or other equipment or conditions or water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the fire alarm and/or fire sprinkler system and its related equipment. The purchaser shall have all things in readiness for service, including, but not limited to, other materials, floor or suitable working base, connections, and facilities at the time technician is onsite. In the event the purchaser fails to have all things in readiness for service at the jobsite, the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules, which are the basis of Seller's proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

INTERFERENCES

Purchaser shall be responsible to coordinate the work of other trades (ducting, piping, electrical, etc.) and Purchaser shall be responsible for additional costs incurred by Seller arising out of interferences to Seller's work caused by such other trades.

LIMITATIONS OF LIABILITY

The Seller makes NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. No promise not contained herein or affirmation of fact made by any employee, agent or representative of the Seller shall constitute a warranty by the seller or give rise to any liability or obligation. Seller's liability to Purchaser for personal injury, death, or property damage arising from the performance under this contract shall be limited to the contract price. Purchaser shall hold Seller harmless from any and all third-party claims for personal injury, death or property damage, arising from Purchaser's failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential or liquidated, penal or any economical damage of any character, including but not limited to loss of use of the Purchaser's property, lost profits or lost production, whether claimed by the Purchaser or by any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

WARRANTY

Seller agrees that for a period of one (1) year after completion of said service it will, at its expense, repair or replace defective materials or workmanship supplied or performed during this service/repair by Seller. Upon completion of the service work, the system will be turned over to the Purchaser fully inspected, tested, and in operative condition. As it is thereafter the responsibility of the Purchaser to maintain it in operative condition, it is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer but no longer than one-year. ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY

Should any part, term, or provision of this contract be found by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected thereby.

ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign this contract to its subsidiaries and affiliates.

CHANGES, ALTERATIONS, ADDITIONS

Changes, alterations, and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Seller. Changes approved by Seller, which increase or decrease the cost of work to Seller, shall constitute a corresponding increase or decrease in the contract price as herein provided. The value of additional work shall be agreed upon in writing prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type of occupancy, or other details of work to be performed hereunder. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller, and prices, delivery, and completion dates quoted herein shall be changed by Seller as may be required.

LEGAL NOTICE

For the purposes of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

CLAIMS

Any claims against Seller arising hereunder shall be deemed waived unless they are presented in writing, with particulars, within ten (10) days after they arise.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those put in Seller's technical specifications and Seller's authorized representative shall resolve any inconsistencies.

ARBITRATION

At the option of the Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be held in California.

OVERTIME

Unless otherwise specified by Purchaser, all service work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium cost including all related payroll costs, plus Seller's overhead and profit, payable monthly, one (1) month after overtime expense was incurred.

PROPRIETARY DATA

All specifications, drawings, designs, descriptive matter, and other data furnished by Seller to Purchaser pertaining to the work proposed herein shall be deemed proprietary and shall be kept in confidence by Purchaser and shall not be disclosed to any third party except as may be necessary in the performance of any contract with the Seller. In the event Seller requests the return of any such proprietary material and/or any reproductions thereof, Purchaser shall promptly return the same to Seller.

DEFAULT

In case of any default by Purchaser, Seller shall be entitled to payment for all work performed, all termination costs incurred, and any other costs incurred by Seller, including overhead and profit. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said service, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

BACK CHARGE

No charges shall be levied by the Purchaser against the Seller unless (48) hrs prior written notice is given to Seller to correct any alleged deficiencies/clean-up which necessitates such charges and unless deficiencies are the direct fault of Seller.

OSHA

Purchaser will indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.