AI-28911 **2. A.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

2011 - Planning Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-10-210-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 9-30-11

Attachments

LIT101111

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/30/2011 03:01 PM
JC Carreon	JC Carreon	09/30/2011 04:07 PM
Auditor's Office	Arcilia Duran	10/06/2011 02:13 PM

Form Started By: Irma Castillo Started On: 09/30/2011 02:45 PM

Final Approval Date: 10/06/2011

Raul E. Sesin, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PLANNING DEPT.

DATE: Sept. 30, 2011

DEPARTMENT HEAD: Raul E. Sesin, P.E.

DEPARTMENT NAME: Planning Department

ACCOUNT NUMBER: 1-1100-419-10-210-001-0.___

SUBJECT: BUDGET LINE ITEM TRANSFER(S)
Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
1-1100-419-10-210-001-0-780	Capitol Leases	→	1-1100-419-10-210-001-0-601	Office & Computer Supplies	$100.00
1-1100-419-10-210-001-0-780	Capitol Leases	→	1-1100-419-10-210-001-0-432	Equip & Veh R&M Serv	$361.40
					$461.40

Reason: Need monies to repair county staff vehicles & need monies in office supplies

_____
Department Head Signature

_____ _____ ____/____/____ _____
Approved Commissioners' Court Date Attest County Clerk

LIT101111

AI-28952 **2. B.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2011 - I.T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-5-11

Attachments

Intra-Dept

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 10:03 AM
JC Carreon	JC Carreon	10/05/2011 10:30 AM
Auditor's Office	Arcilia Duran	10/06/2011 02:25 PM

Form Started By: Edna Kirby Started On: 10/05/2011 09:18 AM

Final Approval Date: 10/06/2011

DATE: October 11, 2011

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 1-1100-415-00-200-001-0

SUBJECT: (increase/decrease) in Accordance

Honorable Commissioners' Court of Hidalgo County:

request the

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
336	Info Tech Dept-Computer Services	581	Info Tech Dept- Travel In County	$42.02
412	Info Tech Dept- Cable/Satellite TV	581	Info Tech Dept- Travel In County	73.93
432	Info Tech Dept - Equip&Veh R&M Srv	581	Info Tech Dept- Travel In County	$499.26
583	Info Tech Dept - Travel Out of County	581	Info Tech Dept - Travel In County	$211.85
584	Info Tech Dept - Registration	581	Info Tech Dept- Travel In County	320.00
601	Info Tech Dept - Office & Computer Supplies	581	Info Tech Dept- Travel In County	3.98
631	Info Tech Dept -Bottled Water	581	Info Tech Dept- Travel In County	0.50
810	Info Tech Dept - Dues & Memberships	581	Info Tech Dept- Travel In County	$500.00
855	Info Tech Dept - Late Fees, Penalties	581	Info Tech Dept- Travel In County	200.00
			TOTAL	**$1,851.54**

REASON: **Tranfer monies to the correct object**

HEAD

/ /

D COMMISSIONERS' COURT **DATE**

AI-28957 **2. C.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2011 - I.T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-002-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-06-11

Attachments

Intra-Dept

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 10:05 AM
Veronica Ortiz	Veronica Ortiz	10/06/2011 01:29 PM
Auditor's Office	Arcilia Duran	10/06/2011 02:21 PM

Form Started By: Edna Kirby Started On: 10/05/2011 09:56 AM

Final Approval Date: 10/06/2011

DATE: October 11, 2011

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 1-1100-415-00-200-002-0

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
431	IT COUNTY WIDE-BLDG&OTHR STRUC R&M SRV	671	IT COUNTYWIDE-BLDG&OTHR STRUC R&M SUPPL	1,912.00
432	IT COUNTY WIDE-EQUIP&VEH R&M SRV	810	IT COUNTYWIDE-DUES & MEMBERSHIPS	$500.00
			TOTAL	**$2,412.00**

REASON: **Tranfer monies to the correct object code to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-28920 **2. D.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-441-00-340-003-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-3-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2011 03:21 PM
JC Carreon	JC Carreon	10/03/2011 04:55 PM
Auditor's Office	Arcilia Duran	10/06/2011 03:41 PM

Form Started By: Mike Escaname Started On: 10/03/2011 02:32 PM

Final Approval Date: 10/06/2011

Date: October 3, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 1-1100-441-00-340-003-0 CLINICS
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1100-441-00-340-003-0-411	HEALTH CLINICS-WATER/SEW	1-1100-441-00-340-003-0-421	HEALTH CLINICS-DISPOSAL	$ 1,700.00
1-1100-441-00-340-003-0-619	HEALTH CLINICS-OTHER MISC	1-1100-441-00-340-003-0-421	HEALTH CLINICS-DISPOSAL	$ 1,500.00
1-1100-441-00-340-003-0-331	HEALTH CLINICS-PHYSCIAN S	1-1100-441-00-340-003-0-622	HEALTH CLINICS-ELECTRICIT	$ 8,000.00
1-1100-441-00-340-003-0-413	HEALTH CLINICS-ELEC SURVE	1-1100-441-00-340-003-0-622	HEALTH CLINICS-ELECTRICIT	$ 2,000.00
1-1100-441-00-340-003-0-601	HEALTH CLINICS-OFFICE & CO	1-1100-441-00-340-003-0-679	HEALTH CLINICS-REPAIR & M	$ 150.00
			Amount	$ 13,350.00

Revenue Account
Amount Requested: $ 13,350.00

Reason: Funds needed to meet expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-28996 **2. E.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-441-00-340-003-0-601

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

BUDGETARY IMPACT:

Funds available as of 10/06/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 03:36 PM
Ana Galvan	Anna Galvan	10/06/2011 10:10 AM
Auditor's Office	Arcilia Duran	10/06/2011 05:07 PM

Form Started By: Mike Escaname Started On: 10/05/2011 03:21 PM

Final Approval Date: 10/06/2011

Date: October 3, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 1-1100-441-00-340-003-0 CLINICS
Subject: Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1100-441-00-340-003-0-601	HEALTH CLINICS-OFFICE & COMPUTER SUPP	1-1100-441-00-340-003-0-679	HEALTH CLINICS-OTHER R&M SUPPLIES	$ 169.00
			Amount	$ 169.00

Reason: Funds needed to meet expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-29029 **2. F.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-441-00-340-003-0-336

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

BUDGETARY IMPACT:

Funds available as of 10/06/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/06/2011 03:45 PM
Ana Galvan	Anna Galvan	10/06/2011 04:26 PM
Auditor's Office	Arcilia Duran	10/06/2011 05:33 PM

Form Started By: Mike Escaname Started On: 10/06/2011 03:28 PM

Final Approval Date: 10/06/2011

Date: October 6, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 1-1100-441-00-340-003-0 CLINICS
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1100-441-00-340-003-0-336	HEALTH CLINICS-COMPUTER SERVICES	1-1100-441-00-340-003-0-339	HEALTH CLINICS-OTHER PROF SRV	$ 3,000.00
			Amount	$ 3,000.00

Reason: Funds needed to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-28914 **2. G.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-441-00-340-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/06/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/30/2011 03:31 PM
Ana Galvan	Anna Galvan	10/06/2011 08:31 AM
Auditor's Office	Arcilia Duran	10/06/2011 03:18 PM

Form Started By: Mike Escaname Started On: 09/30/2011 03:21 PM

Final Approval Date: 10/06/2011

Date: September 30, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 1-1100-441-00-340-001-0 Administration
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1100-441-00-340-001-0-540	ADVERTISING	1-1100-441-00-340-001-0-550	PRINTING & BINDING	$ 76.60
1-1100-441-00-340-001-0-346	HAULING & FREIGHT SERVICES	1-1100-441-00-340-001-0-550	PRINTING & BINDING	$ 200.00
1-1100-441-00-340-001-0-613	SAFETY SUPPLIES	1-1100-441-00-340-001-0-550	PRINTING & BINDING	$ 1,164.00
			Amount	$ 1,440.60

Reason: Funds needed to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-28983 **2. H.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-011-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/06/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 02:25 PM
Ana Galvan	Anna Galvan	10/06/2011 09:27 AM
Auditor's Office	Arcilia Duran	10/06/2011 04:25 PM

Form Started By: Mike Escaname Started On: 10/05/2011 02:10 PM

Final Approval Date: 10/06/2011

Date: October 5, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-011-0-XXX - TDH T.B. ELIM
Subject: Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following intradepartmental transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO	
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)
1-1293-441-00-340-011-0-811	TDH T.B.ELIM-LICENSES & PERMITS	1-1293-441-00-340-011-0-604	TDH T.B.ELIM-MEDICAL & LAB SUPPL
1-1293-441-00-340-011-0-745	TDH T.B.ELIM-COMPUTER EQUIPMENT	1-1293-441-00-340-011-0-604	TDH T.B.ELIM-MEDICAL & LAB SUPPL
1-1293-441-00-340-011-0-743	TDH T.B.ELIM-OFFICE FURNITURE & EQUIPMENT	1-1293-441-00-340-011-0-604	TDH T.B.ELIM-MEDICAL & LAB SUPPL
1-1293-441-00-340-011-0-672	TDH T.B.ELIM-EQ&VEH R&M SUPPLIES	1-1293-441-00-340-011-0-604	TDH T.B.ELIM-MEDICAL & LAB SUPPL
1-1293-441-00-340-011-0-432	TDH T.B.ELIM-EQUIP&VEH R&M SRV	1-1293-441-00-340-011-0-604	TDH T.B.ELIM-MEDICAL & LAB SUPPL
1-1293-441-00-340-011-0-603	TDH T.B.ELIM-EDUCATION/INSTRUCTION SUPPL	1-1293-441-00-340-011-0-604	TDH T.B.ELIM-MEDICAL & LAB SUPPL
1-1293-441-00-340-011-0-603	TDH T.B.ELIM-EDUCATION/INSTRUCTION SUPPL	1-1293-441-00-340-011-0-661	TDH T.B.ELIM-MINOR OFFICE FURN & EQUIP

AMOUNT
$0.60
$8.94
$850.00
$2.78
$11.00
$4,500.00
$2,800.00
$ 8,173.32

AI-28913 **2. I.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-005-0-743

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/30/2011 03:30 PM
Veronica Ortiz	Veronica Ortiz	10/06/2011 01:22 PM
Auditor's Office	Arcilia Duran	10/06/2011 03:44 PM

Form Started By: Mike Escaname Started On: 09/30/2011 03:09 PM

Final Approval Date: 10/06/2011

Date: September 30, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-005-0-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1293-441-00-340-005-0-743	H.D. ADM-OFFICE FURN & E	1-1293-441-00-340-005-0-601	H.D. ADM-OFFICE & COMPUTER	$1,400.00
1-1293-441-00-340-005-0-743	H.D. ADM-OFFICE FURN & E	1-1293-441-00-340-005-0-661	H.D. ADM-MINOR OFFICE FURNI	$475.00
1-1293-441-00-340-005-0-743	H.D. ADM-OFFICE FURN & E	1-1293-441-00-340-005-0-665	H.D. MINOR COMPUTER EQUIPM	$ 1,575.00
			Amount	$ 3,450.00

Revenue Account
Amount Requested: $ 3,450.00

Reason: Funds needed in the object codes listed above in order to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-29014 **2. J.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-012-2-XXX

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/06/2011 10:25 AM
Veronica Ortiz	Veronica Ortiz	10/06/2011 01:36 PM
Auditor's Office	Arcilia Duran	10/07/2011 10:36 AM

Form Started By: Mike Escaname Started On: 10/06/2011 10:05 AM

Final Approval Date: 10/07/2011

Date: October 6, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-012-2-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1293-441-00-340-012-2-601	IMM DIV LOCAL-OFFICE & CON	1-1293-441-00-340-012-2-672	IMM BRANCH - REPAIR & MAI	$215.00
			Amount	$ 215.00

Revenue Account
Amount Requested: $ 215.00

Reason: Line item transfer needed to fund anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-29015 **2. K.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-06-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/06/2011 10:25 AM
JC Carreon	JC Carreon	10/06/2011 10:32 AM
Auditor's Office	Arcilia Duran	10/07/2011 10:36 AM

Form Started By: Mike Escaname Started On: 10/06/2011 10:13 AM

Final Approval Date: 10/07/2011

Date: October 6, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-005-0-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1293-441-00-340-005-0-743	H.D. ADM-OFFICE FURN & E	1-1293-441-00-340-005-0-672	H.D. ADM-REPAIR & MAINTENAN	$215.00
			Amount	$ 215.00

Revenue Account
Amount Requested: $ 215.00

Reason: Funds needed to meet anticipated expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-28888 **2. L.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Angie Chapa Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT

Department: LAW LIBRARY

Information

CAPTION

2011 - Law Library (1247)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1247-412-50-100-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 09-29-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 11:54 AM
Ana Galvan	Anna Galvan	09/29/2011 01:12 PM
Auditor's Office	Arcilia Duran	09/30/2011 09:18 AM

Form Started By: Veronica Ortiz Started On: 09/29/2011 11:37 AM

Final Approval Date: 09/30/2011

BUDGET INTRADEPARTMENTAL TRANSFER

DATE: September 29, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. Of Budget & Management for Law Library

ACCOUNT NUMBER: 1-1247-412-50-100-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
601	Off. & Compu Suppl.	607	Household & Janitorial Supplies	50.00
			TOTAL	50.00

REASON: Tranfer is needed to purchase Household & Janitorial supplies that were ordered.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28945 **2. M.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Oscar Montoya Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

2011 - Emergency Management (1283)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1283-429-10-300-027-2-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-06-11

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2011 04:55 PM
Veronica Ortiz	Veronica Ortiz	10/06/2011 01:28 PM
Auditor's Office	Arcilia Duran	10/06/2011 02:27 PM

Form Started By: SANDRA DELEON Started On: 10/04/2011 03:50 PM

Final Approval Date: 10/06/2011

DATE: October 4, 2011

DEPARTMENT HEAD: OSCAR D. MONTOYA

DEPARTMENT NAME: Division of Emergency Services-Emergency Management

ACCOUNT NUMBER: 1-1283-429-10-300-027-2

SUBJECT: Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
339	Other Professional Services	664	Other Equipment	3,621.25
339	Other Professional Services	619	Other Misc. Supplies	1,238.00
339	Other Professional Services	432	R & M Service-Equipment	102.00
339	Other Professional Services	672	R & M Supplies-Equipment	1,553.00
532	Wireless Devices	748	Other Equipment	1,524.72
			TOTAL	8,038.97

REASON: TRANSFER IS BEING REQUESTED FOR THE PURCHASE OF EQUIPMENT REQUESTED THROUGH GRANT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-28924 **2. N.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Oscar Montoya Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

2011 - Emergency Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-429-00-110-075-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-06-11

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2011 10:32 AM
Veronica Ortiz	Veronica Ortiz	10/06/2011 01:27 PM
Auditor's Office	Arcilia Duran	10/06/2011 03:17 PM

Form Started By: SANDRA DELEON Started On: 10/04/2011 09:55 AM

Final Approval Date: 10/06/2011

DATE: October 4, 2011

DEPARTMENT HEAD: OSCAR D. MONTOYA

DEPARTMENT NAME: Division of Emergency Services-Emergency Management

ACCOUNT NUMBER: 1-1100-429-00-110-075-0-

SUBJECT: Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
441	Land and Building Rentals	626	Gasoline/Fuel	2,300.00
441	Land and Building Rentals	432	Equipment/Vehicle R&M	3,000.00
441	Land and Building Rentals	442	Equipment/Vehicle Rentals	500.00
540	Advertising	810	Dues & Memberships	25.00
			TOTAL	5,825.00

REASON: TRANSFER IS BEING REQUESTED TO COVER PURCHASE OF PORTABLE RADIOS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-28937 **2. O.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Hidalgo W/C (2202) Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Hidalgo Co Workers' Compensation (2202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 1-2202-419-50-115-060-0-XXX

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

BUDGETARY IMPACT:

From Object 820 to Object 141 & 331 in the amounts of $40,000.00 and $80,000.00 (respectively). Funding available for transfer as of 10/4/11.

Attachments

2011 LIT for Hidalgo WC (2202)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2011 03:58 PM
Ana Galvan	Anna Galvan	10/05/2011 03:55 PM
Auditor's Office	Arcilia Duran	10/06/2011 02:29 PM

Form Started By: Dale Kennan Started On: 10/04/2011 02:03 PM

Final Approval Date: 10/06/2011

DATE: October 4, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for the Hidalgo County Workers' Compensation (2202)

ACCOUNT NUMBER: 1-2202-419-50-115-060-0-XXX

Contact: Dale Kennan **Phone:** (956) 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
820	HIDALGO CO W/C-CLAIMS & JUDGEMENTS NOT COVERE	141	HIDALGO CO W/C-LOST WAGES	40,000.00
820	HIDALGO CO W/C-CLAIMS & JUDGEMENTS NOT COVERE	331	HIDALGO CO W/C-PHYSICIAN SERVICES	80,000.00

AI-29022 **2. P.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Budget & Management Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Co Wide Administration (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-899

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

BUDGETARY IMPACT:

CO WIDE ADM- CONTINGENCY
Funds available as of 10/06/11.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/06/2011 02:44 PM
Ana Galvan	Anna Galvan	10/06/2011 04:36 PM
Auditor's Office	Arcilia Duran	10/06/2011 05:16 PM

Form Started By: Rosie Cantu Started On: 10/06/2011 02:09 PM

Final Approval Date: 10/06/2011

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: October 6, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for CO Wide Admin

ACCOUNT NUMBER: 1-1100-415-00-115-002-0-XXX CO WIDE ADM

SUBJECT: **Intradepartmental transfer(s)**

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
899	CONTINGENCY	339	OTHER PROFESSIONAL SERVICES	$ 3,001.21
			TOTAL	$ 3,001.21

REASON: Transfer to fund a Professional Surveying Services contract/agreement for the provision of surveying services for, "Verification of Metes and Bounds for 2.98 Acres in the City of Pharr ," with Dos Land Surveying, LLC, as authorized & approved for negotiations by CC on 7/26/11.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-28935 **2. Q.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Hurricane Alex (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-082-0-XXX

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

BUDGETARY IMPACT:

From 131 to 250 in the amount of $2.32. Funding available for transfer as of 10/4/11.

Attachments

2011 LIT for Hurricane Alex (1100)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2011 03:56 PM
JC Carreon	JC Carreon	10/05/2011 09:53 AM
Auditor's Office	Arcilia Duran	10/06/2011 02:17 PM

Form Started By: Dale Kennan Started On: 10/04/2011 01:56 PM

Final Approval Date: 10/06/2011

DATE: October 4, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for the HURRICANE ALEX (1100)

ACCOUNT NUMBER: 1-1100-415-00-115-082-0-XXX

Contact: Dale Kennan **Phone:** (956) 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
131	HURRICANE ALEX-OVERTIME PAY	250	HURRICANE ALEX-UNEMPLOYMENT COMP	2.32
			TOTAL	**2.32**

REASON:

Transfer from HURRICANE ALEX-OVERTIME PAY to HURRICANE ALEX-UNEMPLOYMENT COMP in the total amount of $2.32 to fund negative balance as of 10/4/2011.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28910 **2. R.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Yvonne Ramon Submitted By: Veronica Lopez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2011 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-06-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 03:35 PM
JC Carreon	JC Carreon	10/05/2011 03:48 PM
Auditor's Office	Angela Garcia	10/05/2011 04:21 PM
JC Carreon	JC Carreon	10/05/2011 04:46 PM
JC Carreon	JC Carreon	10/06/2011 11:47 AM

Form Started By: Veronica Lopez Started On: 09/30/2011 02:27 PM

Final Approval Date: 10/06/2011

DATE: October 5, 2011

2011
Transfer

28910

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 1-1100-414-00-130-001-0-XXX

Contact Person: Veronica Lopez **Ph#:** (956) 318-2570 Ext. 5715

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
535	Elections Dept- Postage	334	Elections Dept- Arch & Eng	$12,000.00
535	Elections Dept- Postage	640	Elections Dept- Reference Material	$70.00
741	Elections Dept- Vehicles	334	Elections Dept- Arch & Eng	$19,694.41
535	Elections Dept- Postage	334	Elections Dept- Arch & Eng	$6,708.33
535	Elections Dept- Postage	350	Elections Dept- Other Serv.	$6,100.56
540	Elections Dept-Advertising	350	Elections Dept- Other Serv.	$5,814.44
535	Elections Dept- Postage	664	Elections Dept.- Other Minor Equip.	$971.91
			TOTAL	**$51,359.65**

REASON:
Transfer needed for warehouse project.

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29005 **2. S.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

2011 - District Attorney's (1222)

BACKGROUND

Monies will be used to pay for cell phone invoice.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1222-412-00-080-006-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-06-11

Attachments

DALITHC201104

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/06/2011 08:07 AM
Veronica Ortiz	Veronica Ortiz	10/06/2011 01:35 PM
Auditor's Office	Arcilia Duran	10/06/2011 05:04 PM

Form Started By: Roy Cazares Started On: 10/05/2011 04:46 PM

Final Approval Date: 10/06/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: **October 11, 2011**
DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**
DEPARTMENT NAME: **District Attorney's Office**
ACCOUNT NUMBER: **1-1222-412-00-080-006-0-XXX - BAD CHECKS ACCOUNT**
SUBJECT: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**
CONTACT PERSON: **Roy Cazares** PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
534	Internet	→	532	Wireless Devices	$326.00
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 326.00**

REASON: Monies will be used to pay for cell phone invoice.

for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-29006 **2. T.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

2011 - District Attorney's (1223)

BACKGROUND

Monies will be used to pay for virus protections, registration for seminars and software.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1223-412-00-080-007-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-06-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/06/2011 08:08 AM
JC Carreon	JC Carreon	10/06/2011 09:43 AM
Auditor's Office	Arcilia Duran	10/06/2011 05:05 PM

Form Started By: Roy Cazares Started On: 10/05/2011 04:50 PM

Final Approval Date: 10/06/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: October 11, 2011
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 1-1223-412-00-080-007-0-XXX - Investigation Fund
Subject: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C**

CONTACT PERSON: Roy Cazares PHONE: (956) 318-2300 ext. 758

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
890	Other	→	336	Computer Services	$71.30
890	Other	→	584	Registration Fees	$ 504.00
890	Other	→	601	Office & Computer Supplies	$ 1,119.00
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 1,694.30**

REASON:
Monies will be used to pay for virus protections, registration for seminars and software.

ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-28997 **2. U.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Roy Quintanilha Submitted By: Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

2011 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-50-125-003-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-06-11

Attachments

28997

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 03:36 PM
Veronica Ortiz	Veronica Ortiz	10/06/2011 01:34 PM
Auditor's Office	Arcilia Duran	10/06/2011 05:08 PM

Form Started By: Rosie Luna Started On: 10/05/2011 03:27 PM

Final Approval Date: 10/06/2011

DATE: October 5, 2011

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Safety Division

ACCOUNT NUMBER: 1-1100-419-50-125-003-0-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:
I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
339	Other Professional Services	745	Computer Equipment	$ 1,200.00
			TOTAL	**$ 1,200.00**

REASON: **Needing to replace laptop for one of the Safety Officers.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-28970 **2. V.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-280-001-0-

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Anacleto Martinez	Anacleto Martinez	10/05/2011 12:38 PM
Budget & Management	Merlen P. Munoz	10/05/2011 03:05 PM
Veronica Ortiz	Veronica Ortiz	10/06/2011 01:30 PM
Auditor's Office	Arcilia Duran	10/06/2011 02:23 PM

Form Started By: Myra Montoya Started On: 10/05/2011 11:32 AM

Final Approval Date: 10/06/2011

DATE: 10/5/2011

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 1-1100-421-00-280-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
1-1100-421-00-280-001-0	339- OTHER PROFESSIONAL SERVICES	➔	1-1100-421-00-280-001-0	331- PHYSICIAN SERVICES	$20,000.00
1-1100-421-00-280-001-0-	339- OTHER PROFESSIONAL SERVICES		1-1100-421-00-280-001-0-	741- VEHICLES	$800.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
			T O T A L		**$20,800.00**

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR THE REMAINDER OF FISCAL YEAR.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: ARS-CA-017

AI-28977 **2. W.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-280-001-0-

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

BUDGETARY IMPACT:

Available account balance as of 10-05-11

Attachments

Line Item Transfer 1

Form Review

Inbox	Reviewed By	Date
Anacleto Martinez	Anacleto Martinez	10/05/2011 12:38 PM
Budget & Management	Merlen P. Munoz	10/05/2011 03:06 PM
JC Carreon	JC Carreon	10/05/2011 04:11 PM
Auditor's Office	Arcilia Duran	10/06/2011 02:32 PM

Form Started By: Myra Montoya Started On: 10/05/2011 12:22 PM

Final Approval Date: 10/06/2011

DATE: 10/5/2011

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 1-1100-421-00-280-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
1-1100-421-00-280-001-0	550- PRINTING AND BINDING	➔	1-1100-421-00-280-001-0	748- OTHER EQUIPMENT	$5,210.00
1-1100-421-00-280-001-0	550- PRINTING AND BINDING	➔	1-1100-421-00-280-001-0	664- OTHER MINOR EQUIPMENT	$495.00
1-1100-421-00-280-001-0-	550- PRINTING AND BINDING	➔	1-1100-421-00-280-001-0-	601- OFFICE SUPPLIES	$1,443.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
			T O T A L		**$7,148.00**

REASON: TRANSFER IS BEING REQUESTED TO COVER COST FOR EXPENDITURES FOR SPECIAL SERVICE BUREAU.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-28987 **2. X.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2011 - County Clerk's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-40-180-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/05/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 03:07 PM
Ana Galvan	Anna Galvan	10/05/2011 04:47 PM
Auditor's Office	Arcilia Duran	10/06/2011 03:53 PM

Form Started By: Rene Perez Started On: 10/05/2011 02:37 PM

Final Approval Date: 10/06/2011

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: 10/5/2011

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 1-1100-415-40-180-001-0

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
601	CO CLERK-OFFICE & COMPUTER SUPP.	350	CO CLERK-OTHER SERVICES	$946.00
601	CO CLERK-OFFICE & COMPUTER SUPP.	619	CO CLERK-OTHER MISC. SUPPLIES	$100.00
			TOTAL	$1,046.00

REASON: To pay for upcoming expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 • Edinburg, Texas 78540 • 956-318-2100 • Fax 956-318-2105
www.hidalgocountyclerk.us

AI-28989 **2. Y.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2011 - County Clerk's Office (1238)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1238-415-40-180-004-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-05-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 03:09 PM
JC Carreon	JC Carreon	10/05/2011 03:54 PM
Auditor's Office	Arcilia Duran	10/06/2011 04:27 PM

Form Started By: Rene Perez Started On: 10/05/2011 02:40 PM

Final Approval Date: 10/06/2011

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: 10/4/2011

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 1-1238-415-40-180-004-0-

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	C.C. REC MGMT- OTHER	452	CC REC MGMT-BLDG ADD	$ 900.00
			TOTAL	$900.00

REASON: To pay for upcoming expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 • Edinburg, Texas 78540 • 956-318-2100 • Fax 956-318-2105
www.hidalgocountyclerk.us

AI-28919 **2. Z.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2011 - TABC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-125-012-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-06-11

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2011 03:17 PM
Veronica Ortiz	Veronica Ortiz	10/06/2011 01:24 PM
Auditor's Office	Arcilia Duran	10/06/2011 02:47 PM

Form Started By: Monica Badillo Started On: 10/03/2011 02:06 PM

Final Approval Date: 10/06/2011

DATE: October 3, 2011

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: TABC

ACCOUNT NUMBER: 1-1100-421-00-125-012-0

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
532	WIRELESS DEVICES	336	COMPUTER SERVICES	70.00
			TOTAL	70.00

REASON: **To fund the difference of the purchase of software/hardware and maintenance software support.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-28922 **2. AA.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Armando Barrera Jr. Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

2011 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/05/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2011 08:02 AM
Ana Galvan	Anna Galvan	10/05/2011 02:50 PM
Auditor's Office	Arcilia Duran	10/06/2011 03:42 PM

Form Started By: Mary Garcia Started On: 10/03/2011 04:09 PM

Final Approval Date: 10/06/2011

DATE: October 3, 2011

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 1-1100-415-15-140-001-0-XXX

SUBJECT: Intradepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following intradepartmental transfer (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
336	COMPUTER SERVICES	601	OFFICE & COMPUTER SUPPLIES	$5,000.00
583	TRAVEL OUT OF COUNTY	664	OTHER MINOR EQUIPMENT	$1,000.00
583	TRAVEL OUT OF COUNTY	671	BLDG&OTHR STRUC R&M SUPP	$200.00
584	REGISTRATION FEES	601	OFFICE & COMPUTER SUPPLIES	$2,615.00
			TOTAL	$8,815.00

REASON: Transfer needed to purchase necessary items to operate county office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-28954 **2. BB.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Armando Barrera Jr. Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

2011 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1246-415-15-140-003-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/05/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 10:04 AM
Ana Galvan	Anna Galvan	10/05/2011 03:25 PM
Auditor's Office	Arcilia Duran	10/06/2011 02:22 PM

Form Started By: Mary Garcia Started On: 10/05/2011 09:21 AM

Final Approval Date: 10/06/2011

DATE: October 5, 2011

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 1-1246-415-15-140-003-0-XXX

SUBJECT: Intradepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following intradepartmental transfer (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
747	SOFTWARE	667	MINOR SOFTWARE	$1,744.78
			TOTAL	$1,744.78

REASON: Transfer needed to purchase necessary software to operate county office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-28895 **2. CC.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Probate Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-023-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 9-29-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 04:22 PM
JC Carreon	JC Carreon	09/29/2011 04:39 PM
Auditor's Office	Arcilia Duran	09/30/2011 09:19 AM

Form Started By: Angela Garcia Started On: 09/29/2011 04:18 PM

Final Approval Date: 09/30/2011

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 09/29/11

DEPARTMENT HEAD: JUDGE HOMERO GARZA

DEPARTMENT NAME: PROBATE COURT

ACCOUNT NUMBER: 1-1100-412-00-023-001-0-XXX

CONTACT PERSON: ANGELA GARCIA

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	OTHER	601	OFFICE SUPPLIES	1,338.00
			TOTAL	1,338.00

REASON: PURCHASE OFFICE SUPPLIES

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-28896 **2. DD.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Probate Court (1243)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1243-412-00-023-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/05/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 04:25 PM
Ana Galvan	Anna Galvan	10/05/2011 03:50 PM
Auditor's Office	Arcilia Duran	10/06/2011 02:12 PM

Form Started By: Angela Garcia Started On: 09/29/2011 04:20 PM

Final Approval Date: 10/06/2011

BUDGET INTRADEPARTMENTAL

DATE: September 29, 2011

DEPARTMENT HEAD: JUDGE HOMERO GARZA

DEPARTMENT NAME: PROBATE COURT

ACCOUNT NUMBER: 1-1243-412-00-023-002-0-XXX

SUBJECT: Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
584	REGISTRATION FEES	745	COMPUTER EQUIPMENT	1,200.00
584	REGISTRATION FEES	640	REFERENCE MATERIALS	1,000.00
			TOTAL	2,200.00

REASON: Transfer is needed to purchase computer equipment and reference materials.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28976 **2. EE.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2011 - Pct. #3 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-5-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 12:58 PM
JC Carreon	JC Carreon	10/05/2011 01:26 PM
Auditor's Office	Arcilia Duran	10/06/2011 02:31 PM

Form Started By: Norma Ceballos Started On: 10/05/2011 11:58 AM

Final Approval Date: 10/06/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: 10/04/11

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 1-1200-431-00-123-005-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
741	Pct #3 Rd. Maint-Vehicles	605	Pct #3 Rd. Maint-Clothing & Uniforms	$ 400.00
748	Pct #3 Rd. Maint-Other Equipment	432	Pct #3 Rd. Equip & Veh R&M Service	$ 1,053.21
739	Pct #3 Rd. Maint - Other Structure	432	Pct #3 Rd. Equip & Veh R&M Service	$ 1,140.25
			TOTAL	**$ 2,593.46**

REASON: To cover expected expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-29003 **2. FF.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Norma Ceballos Submitted By: Perla Lopez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Pct. #3 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-397-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 10/5/11.

334 - -> 733 = $7,846.23

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/06/2011 08:06 AM
Ana Galvan	Anna Galvan	10/06/2011 10:20 AM
Auditor's Office	Arcilia Duran	10/06/2011 05:10 PM

Form Started By: Perla Lopez Started On: 10/05/2011 04:40 PM

Final Approval Date: 10/06/2011

DATE: **October 11, 2011**

DEPARTMENT HEAD: **Sergio Cruz**

DEPARTMENT NAME: **Budget & Management for Pct. #3 R&B (1200)**

ACCOUNT NUMBER: **1-1200-431-00-123-397-0-XXX**

SUBJECT: **Intra Department Transfer**

AI - 29003

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
334	Pct3-La Suena Subd-Eng & Arch Services	**733**	Pct3-La Suena Subd-Drainage Ditches	**7,846.23**
			TOTAL	**7,846.23**

REASON: **Transfer to fund engineering services for Drainage Improvements for La Suena Subdivision.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-28992 **2. GG.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2011 - Pct. #3 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-123-008-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-06-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 03:11 PM
Veronica Ortiz	Veronica Ortiz	10/06/2011 01:33 PM
Auditor's Office	Arcilia Duran	10/06/2011 05:02 PM

Form Started By: Norma Ceballos Started On: 10/05/2011 02:55 PM

Final Approval Date: 10/06/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: October 11, 2011

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 1-1100-452-00-123-008-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
343	Pct #3 Parks- Laundry & Dry Cleaning	672	Pct #3 Parks - Veh R&M Supplies	$ 500.00
431	Pct #3 Parks- Bldg & Other Structures	672	Pct #3 Parks - Veh R&M Supplies	$ 500.00
431	Pct #3 Parks - Bldg & Other Structures	855	Pct #3 Parks - Late Fee & Penalties	$ 75.00
442	Pct #3 Parks - Equip & Veh Rentals	679	Pct #3 Parks - Other R&M Supplies	$ 500.00
550	Pct #3 Parks - Printing & Binding	411	Pct #3 Parks - Water/Sewerage	$ 300.00
			TOTAL	**$ 1,875.00**

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28990 **2. HH.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2011 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-123-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/06/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 03:10 PM
Ana Galvan	Anna Galvan	10/06/2011 10:03 AM
Auditor's Office	Arcilia Duran	10/06/2011 04:29 PM

Form Started By: Norma Ceballos Started On: 10/05/2011 02:45 PM

Final Approval Date: 10/06/2011

INTRADEPARTMENTAL TRANSFER

DATE: October 5, 2011

DEPARTMENT HEAD: Commissioner Joe M. Flores

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 1-1100-432-00-123-001-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956) 585-4509

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer's in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
421	Pct #3 Sanitation - Disposal	432	Pct #3 Sanitation - Equip. & Veh R&M Srv.	$ 5,000.00
421	Pct #3 Sanitation - Disposal	622	Pct #3 Sanitation - Electricity	$ 2,000.00
605	Pct #3 Sanitation - Clothing & Uniforms	679	Pct #3 Sanitation - Other R&M Supplies	$ 300.00
			TOTAL	$ 7,300.00

REASON: Transfer is needed to cover expected expenditures.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28988 **2. II.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2011 - Pct. #4 Rd Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-06-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 03:08 PM
Veronica Ortiz	Veronica Ortiz	10/06/2011 01:31 PM
Auditor's Office	Arcilia Duran	10/06/2011 04:26 PM

Form Started By: Jr. Munoz Started On: 10/05/2011 02:38 PM

Final Approval Date: 10/06/2011

DATE: 10/07/11 **AI#**

DEPARTMENT HEAD: Joseph Palacios, Commissioner

DEPARTMENT NAME: Hidalgo County Pct. #4 - Rd Maint

ACCOUNT NUMBER: 1-1200-431-00-124-007-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
719	Land	739	Other Structures	20,305.60
626	Gasoline/Diesel	739	Other Structures	15,000.00
				-
				-
				-
				-
			TOTAL	35,305.60

REASON: To cover the construction of a caliche pad at 1051 N. Doolittle Rd.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-29001 **2. JJ.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Pct #4 Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Pct. #4 Drainage (1342)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-124-048-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 10-5-11

Attachments

LIT - 1342

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 04:17 PM
JC Carreon	JC Carreon	10/05/2011 04:25 PM
Auditor's Office	Arcilia Duran	10/06/2011 05:09 PM

Form Started By: Manuel Chapa Started On: 10/05/2011

Final Approval Date: 10/06/2011

AI# 29001

DATE: 10/05/11

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management
for Precinct #4 - Drainage Improvement Project (1342)

ACCOUNT NUMBER: 1-1342-431-00-124-048-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Manuel Chapa **Ph# :** 956-292-7025

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
719	Land	733	Drainage Ditches	350.00
			TOTAL	350.00

REASON: To transfer remaining amount under PO#614611 (No longer needed) to an active Drainage Improvement Project (Per Pct request).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-29031 **3. A.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: JP 4-2 Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

J.P. 4/2 (1100):
Approval of 2011 interdepartmental transfer from County Wide Admin-Contingency to JP 4-2 in the amount of $1,192.41 to fund various operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

CO WIDE ADM-CONTINGENCY
Available funds as of 10/07/11.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/07/2011 10:31 AM
Ivan Cantu	Ivan Cantu	10/07/2011 01:49 PM
Auditor's Office	Arcilia Duran	10/07/2011 02:05 PM

Form Started By: Rosie Cantu Started On: 10/07/2011 10:05 AM

Final Approval Date: 10/07/2011

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: October 5, 2011

2011
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR JP 4-2

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME		Amount
FROM:			
1-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(1,192.41)
TO:			
1-1100-412-00-068-001-0- 583	JP PCT 4/2-	TRAVEL OUT OF CO.	479.86
1-1100-412-00-068-001-0- 550	JP PCT 4/2-	PRINTING & BINDING	212.55
1-1100-412-00-068-001-0- 601	JP PCT 4/2-	OFFICE & COMPU SUPP	500.00
		TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: To fund the travel to Amarillo, Texas by newly appointed judge, printing of Truancy compliance hearing form, and the puchase of printer toners.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-28936 **3. B.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Juan Martinez

Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal's Office (1100):
Approval of 2011 Inter-Departmental transfer from Mission FD-AID To Govt Agency (014) to Edcouch FD-AID To Govt Agency (005), to Edinburg FD-AID To Govt Agency (006), to Linn-San Manuel FD-AID To Govt Agency (011), to McAllen FD-AID To Govt Agency (012), to Palmview FD-AID To Govt Agency (016), and to Weslaco FD-AID To Govt Agency (019) in the total amount of $43,000.00.

BACKGROUND

Attachments

Inter-Dept Transfer.10-11-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2011 03:56 PM
Roland Garcia	Rolando Garcia	10/05/2011 04:48 PM
Auditor's Office	Arcilia Duran	10/06/2011 02:35 PM

Form Started By: Yolanda Orozco Started On: 10/04/2011 02:03 PM

Final Approval Date: 10/06/2011

DATE: October 11, 2011

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Hidalgo County Fire Marshal

ACCOUNT NUMBER: 1-1100-422-20-300-XXX-0-841

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

SUBJECT: Inter-Departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM:		
1-1100-422-20-300-014-0-841	Mission FD-AID To Govt Agency	(43,000.00)
TO:		
1-1100-422-20-300-005-0-841	Edcouch FD-AID To Govt Agency	500.00
1-1100-422-20-300-006-0-841	Edinburg FD-AID To Govt Agency	18,500.00
1-1100-422-20-300-011-0-841	Linn-San Manuel FD-AID To Govt Agency	9,500.00
1-1100-422-20-300-012-0-841	McAllen FD-AID To Govt Agency	2,000.00
1-1100-422-20-300-016-0-841	Palmview FD-AID To Govt Agency	7,500.00
1-1100-422-20-300-019-0-841	Weslaco FD-AID To Govt Agency	5,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$0.00

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

DEPARTMENT HEAD SIGNATURE

10/4/11
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28998 **3. C.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Sergio Cruz

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Planning Dept (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm-Contingency to Planning in the amount of $1,610.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-41X-X0-X1X-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/5/11.

Attachments

INTERDEPT. TRSF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 03:37 PM
Olga Garza	Olga Garza	10/05/2011 03:49 PM
Auditor's Office	Arcilia Duran	10/06/2011 05:11 PM

Form Started By: Erika Zamora Started On: 10/05/2011 03:30 PM

Final Approval Date: 10/06/2011

DATE: October 11, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Planning

ACCOUNT NUMBER: 1-1100-41X-X0-X1X-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(1,610.00)
TO			
1-1100-419-10-210-001-0- 432	PLANNING DEPT	R&M SERVICES EQUIP. & VEH.	1,610.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: **To fund extended warranty for Trimble 6 Surveying Equipment**

SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-28993 **3. D.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Planning Department **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Planning & Engineering (1200):
Approval of 2011 Interdepartmental transfer from CW Adm Contingency (1200) to Planning & Engineering (1200) in the total amount of $660.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-125-030-0-899

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

BUDGETARY IMPACT:

CW ADM- CONTINGENCY
Available funds in account as of 10/05/2011.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 03:53 PM
Sylvia Solis	Sylvia Solis	10/05/2011 04:44 PM
Auditor's Office	Arcilia Duran	10/06/2011 05:12 PM
Purchasing Department	Marty Salazar	10/07/2011 11:36 AM

Form Started By: Rosie Cantu Started On: 10/05/2011 03:05 PM

Final Approval Date: 10/07/2011

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: October 5, 2011

2011
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR PLANNING DEPT.

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME		Amount
FROM:			
1-1200-431-00-125-030-0- 899	CW ADM-	CONTINGENCY	(660.00)
TO:			
1-1200-431-00-210-002-0- 211	PLANNING & ENG-	HEALTH INSURANCE	655.00
1-1200-431-00-210-002-0- 212	PLANNING & ENG-	LIFE INSURANCE	5.00
		TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: To fund the prorated fringe benefit expenditures (Health & Life) for supplemental pay afforded to employee no. 101796. The transferred amount will cover for current and end of year expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-29024 **3. E.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Dina Treviño

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sheriff's Office (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm-Contingency to Sheriff's Office in the amount of $100,000.00 to fund fuel expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-4XX-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/6/11.

Attachments

Interdept Trsf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/06/2011 02:22 PM
Manuel Chapa	Manuel Chapa	10/06/2011 04:03 PM
Auditor's Office	Arcilia Duran	10/06/2011 05:34 PM

Form Started By: Erika Zamora Started On: 10/06/2011 02:15 PM

Final Approval Date: 10/06/2011

DATE: October 11, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Sheriff's Office

ACCOUNT NUMBER: 1-1100-4XX-00-XXX-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(100,000.00)
TO			
1-1100-421-00-280-001-0- 626	SHERIFF	GASOLINE/DIESEL	100,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To fund fuel expenditures.**

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-29025 **3. F.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Dina Treviño

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Jail (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency to Jail in the amount of $240,000.00 to fund room & board expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-4XX-XX-XXX-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/6/11.

Attachments

Interdept Trsf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/06/2011 02:23 PM
Manuel Chapa	Manuel Chapa	10/06/2011 04:05 PM
Auditor's Office	Arcilia Duran	10/06/2011 05:32 PM

Form Started By: Erika Zamora Started On: 10/06/2011 02:17 PM

Final Approval Date: 10/06/2011

DATE: October 11, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Jail

ACCOUNT NUMBER: 1-1100-4XX-XX-XXX-002-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(240,000.00)
TO			
1-1100-423-21-280-002-0- 590	JAIL	ROOM & BOARD	240,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: **To fund September room & board expenditures.**

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-28982 **3. G.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Yolanda Cisneros, Pct.2 Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #2 CO's Series 2009:
Approval of 2011 interdepartmental transfer from CO Series 2009 LJ Drain (prog 038) to LJ Pond (prog 045) in the amount of $2,368.71.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1339-431-00-122-038-0-733

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

BUDGETARY IMPACT:
available balance as of 10/05/11.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	10/06/2011 08:05 AM
Budget & Management	Merlen P. Munoz	10/06/2011 08:10 AM
Manuel Chapa	Manuel Chapa	10/06/2011 09:16 AM
Auditor's Office	Arcilia Duran	10/06/2011 04:01 PM

Form Started By: Rolando Garcia Started On: 10/05/2011 02:06 PM

Final Approval Date: 10/06/2011

DATE: October 5, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget and Management for:
Precinct No.2 CO's 2009 Series

ACCOUNT NUMBER: 1-1339-431-00-122-0XX-0-7XX

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

Contact: Rolando Garcia Jr.
Ph#: 956-292-7025 x.5761

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
1-1339-431-00-122-038-0-733	CO2009-PCT2 LJ DRAIN(S OF OWASSA)-DRAINA	(2,368.71)
TO		
1-1339-431-00-122-045-0-719	CO2009-PCT2 LJ POND-LAND	2,368.71
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:

Transfer from CIP Funds Series 2009 LJ Drain into CIP Funds Series 2009 LJ Pond for pending expenditures.

APPROVED COMMISSIONERS' COURT

DATE / /

AI-28979 **3. H.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Yolanda Cisneros, Pct.2 Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #2 (1200):
Approval of 2011 interdepartmental transfer from Road Maintenance (prog 006) into McColl Offsite Drain (prog 047), El Gato Road (prog 051) and El Dora Road (prog 052) in the total amount of $157,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1200-431-00-122-0XX-0-XXX

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

BUDGETARY IMPACT:
available funds as of 10/05/11.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	10/06/2011 08:05 AM
Budget & Management	Merlen P. Munoz	10/06/2011 08:10 AM
Olga Garza	Olga Garza	10/06/2011 11:05 AM
Auditor's Office	Arcilia Duran	10/06/2011 04:01 PM

Form Started By: Rolando Garcia Started On: 10/05/2011 01:48 PM

Final Approval Date: 10/06/2011

DATE: October 5, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget and Management for:
Precinct No.2 Road Maintenance (1200)

ACCOUNT NUMBER: 1-1200-431-00-122-0XX-0-XXX

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

Contact: Rolando Garcia Jr.
Ph#: 956-292-7025 x.5761

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
1-1200-431-00-122-006-0-890	PCT2 RD MAINT-OTHER	(157,000.00)
TO		
1-1200-431-00-122-047-0-711	PCT2 MCCOLL OFFSITE DRNG-THOMAS RD-ROW	76,000.00
1-1200-431-00-122-051-0-711	PCT2 EL GATO RD(W ALAMO-TOWER)-ROW	65,000.00
1-1200-431-00-122-052-0-711	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROW	16,000.00
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:

Transfer from Pct2 Road Maintenance into McColl Off-site drain , El Gato Road and El Dora Road to cover the estimated ROW cost of pending parcels.

_____ ____/____/____

APPROVED COMMISSIONERS' COURT **DATE**

AI-28947 **4. A.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 10-11-11

Pct 2 & 4 Cert Plat & Utility Status 10-11-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2011 04:56 PM
Olga Garza	Olga Garza	10/05/2011 01:53 PM
Auditor's Office	Arcilia Duran	10/06/2011 02:04 PM

Form Started By: Irma Castillo Started On: 10/04/2011 04:11 PM

Final Approval Date: 10/06/2011

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	BEATRIZ LOZOYA	1-8391
	COMM. COURT: OCTOBER 11, 2011	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: 1-8391

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature Public Service
Inspection/Permit No:		
Date Approved:	/ /	10/4/2011

Name: Beatriz Lozoya

Address: 12676 Creek Place
Mercedes Tx
78570

Phone: 577263 32-742-1427

Water Supplier: North Alamo WSC

Utility Provider: [ ] M.V.E.C. [ ] AEP

Account/ESI No.:

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Indian Hills Lot 401 ,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved Feb-6th-1984);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Gilbert Pena);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

No individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Gilbert Pena);

_____ _____ 10-4-11

Planning Department Authorized Signature **Hidalgo County Judge** **Date**

ATTEST: _____ 10-4-11

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 1-8391

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Beatriz Lozoya.

Address: 12676 Creek Place
Mercedes Tx 78570

Phone: 577-2632 - 742-1427

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Indian Hills lot # 401

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Beatriz Lozoya. — Requesting Party (Signature)
10-4-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

10/4/11 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8391
Oct. 4, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

I2230-00-001-0401-00

[1] OWNER: CARREON , JESUS
12676 CREEK PLACE
MERCEDES TX 78570

Telephone No. 577-2632

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: CITY

[4] PURPOSE OF APPLICATION: MOBILE HOMES
20-MOBILE HOMES

[5] SIZE OF STRUCTURE: 704 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X-20

[7] LEGAL DESC./NAME OF SUBDIVISION
INDIAN HILLS LOT 401 BLK 1

LOCATION: 0 491 & MILE 11 N.

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $2,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:20' REAR:15' SIDE:6' SIDE:6'
MIN. ELEV. ABOVE CENTER LINE ST. 18"

Prepared by — Date: 10/4/11

JONATHAN ISIDRO — Approved by — Date: 10/7/11

X Beatriz Lozoya - — Signature of Owner or Applicant — Date: 10-4-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450 Pct: 1

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

2203930

WARRANTY DEED WITH VENDOR'S LIEN

DATE: April 25, 2011

GRANTOR: Robert L. Schwarz, not joined by my wife since the property herein conveyed constitutes no part of our legal homestead

GRANTOR'S MAILING ADDRESS: 800 N. McColl
McAllen, Hidalgo County, Texas 78501

GRANTEE: Jesus Carreon and Beatriz Lozoya

GRANTEE'S MAILING ADDRESS: 1205 W. Garfield
Harlingen, Texas 78550

CONSIDERATION: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Thirteen thousand Five hundred and NO/100 Dollars ($13500.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Victor R. Perez, Trustee.

PROPERTY (including any improvements):

Lot Four hundred One (401),Block One (1), Indian Hills Subdivision, Hidalgo County, Texas, according to the map and plat of record in Volume 23 Page 180 and 181 and in Volume 24 page 81, Map Records of Hidalgo County, Texas;

RESERVATIONS FROM CONVEYANCE:

SAVE AND EXCEPT all oil, gas and other minerals, all geothermal energy, and wind energy and further SAVE AND EXCEPT (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

As shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments other than conveyances of the surface fee estate, that affect the Property; and taxes for 2011 which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors, to warrant and forever defend all and singular the Property to Grantee and Grantee's heir,successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.
Restrictions: See Exhibit A

Those reservations and exceptions on Exhibit A attached hereto and made a part hereto for all purposes.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as convenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative to regulate the structural integrity, appaearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable,their purposes being for the common benefit of Grantor, Grantee and the Affected Property Owners, who are

affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected Property Owners, and their successors and assigns forever.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

Grantee accepts the herein described property as is, where is and with all faults, and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (1) the condition the property or any element thereof, including, without limitation, warranties related to environmental conditions, suitability for habitation, merchantability or fitness for a particular purpose; (2) the soil conditions, drainage or other conditions existing at the property with respect to any particular purpose, development potential or otherwise; (3) all warranties created by affirmation of fact or promise by any description of the property; and (4) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

Robert L. Schwarz

STATE OF TEXAS)(

COUNTY OF HIDALGO)(

This instrument was acknowledged before me on the 3rd day of May, 2011 by Robert L. Schwarz

LORI BONE
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-17-2014

Lori Bone

Notary Public, State of Texas

Notary's name (printed) :

Notary's commission expires :

BUYER'S ACCEPTANCE OF DEED
04-25-2011

The undersigned buyer(s) hereby accepts and consents to the form of Deed attached hereto including, but notlimited to, the provision(s) concerning title exceptions contained therein, and acknowledges the same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the eventof any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

Jesus Carreon

Jesus Carreon

Beatriz Lozoya

Beatriz Lozoya

AFTER RECORDING RETURN TO :
Harold Munal
300 N. McColl
McAllen, Texas 78501

EXHIBIT "A"

1. Minimum floor elevations, setback lines and utility easements as shown on the map of Indian Hills Subdivision, recorded in Volume 23, Page 180 and 181 and amended map recorded in Volume 24, Page 81, Map Records of Hidalgo County, Texas.
2. Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvment District No. 9 and easements and restrictions as shown on the recorded and dedicated map of the above described subdivision.
3. Easement and Agreement in favor of Central Power and Light Company, dated January 23, 1984, recorded in Volume 1944, Page 183, Official Records of Hidalgo County, Texas, to furnish, maintain and operate underground electric cables and other facilities as may appear upon the map.
4. Pipeline easemant in favor of Rio Grande Valley Gas Company, as shown by instrument dated April 10, 1985, recorded in Volume 2123, Page740, Official Records of Hidalgo County, Texas.
5. Right of Way Easements in favor of Hidalgo County as shown by instrument dated September 10, 1953, recorded in Volume 782, Page 561, Deed Records of Hidalgo County, Texas.
6. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by D'Hemecourt Properties, Inc. to Southprot Exploration, Inc., dated March 15, 1982, recorded in Volume 415, Page 232, Oil and Gas Records of Hidalgo County, Texas.
7. Taxes for the year 2011, and all Subsequent years and all subsequent assessments for prior years.
8. Subject to Subdivision regulations of the County of Hidalgo State of Texas and/or Zoning and Building Ordinances and Ordinances or government regulations of City holding extra-territorial jurisdiction of said property.
9. Agreement in favor of Valley Electric and Ice Company as set forth in instrument dated August 25,1925, recorded in Volume 197, Page 291, Deed Records of Hidalgo County, Texas.
10. Agreement by and between Border Pipeline Company, Western Natural Gas Company and Rio Grande Valley Gas Company as to use of pipeline as set forth in instrument dated May 1, 1963, recorded in Volume 1115, Page 285, Deed Records of Hidalgo County, Texas.
11. Pipeline easement in favor of Mercedes Fuel Company as shown by instrument dated April 24, 1937 recorded in Volume 431, Page 254, Deed Records of Hidalgo County, Texas.
12. Terms, stipulations and conditions contained in Oil, Gas and Mineral lease executed by Euchariste M. D'Hemecourt, Individually and as Independent Executor of the Estate of George A. D'Hemecourt, Deceased, to Karl Hoblitzelle, dated February 1, 1956, recorded in Volume 184, Page 37, Oil and Gas Records of Hidalgo County, Texas.
13. Building restrictions, a copy of which has been reviewed with grantee(s) and which are recorded under Doc # 321859 in the office of the County Clerk of Hidalgo County, Texas.

AFTER RECORDING RETURN TO :
Harold Munal
800 North McColl
McAllen, Texas 78501

14. Any claim or allegation in bankruptcy proceedings filed by or on behalf of Edgar Alfaro and Ana Julia Alfaro within one year from May 4, 2010 that the Foreclosure Sale Deed from Victor R. Perez, Trustee to Robert L. Schwarz recorded under Doc. # 2099595 in the office of the County Clerk of Hidalgo County, Texas, was a fraudulent transfer. Effects of any attach under Creditor's Rights Law, State Insolvency Law or Federal Bankruptcy Law by Creditor Edgar Alfaro and Ana Julia Alfaro on the title or interest conveyed.
15. Rights of any party in and to the improvements located on the property.
16. Rights of parties in possession.

After Recording Return to:
Harold Munal
800 N. McColl Rd.
McAllen, TX 78501

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Ninth Street Investments, LLC	4-10730
2.	Jessica Y. Rodriguez	4-10940
3.	Reyna Guevara	4-9204
4.	Homero Sosa Jr. C/O Noemi S. Sosa	4-10989
5.	Ricardo Salinas	Blanket Cover
	COMM. COURT: October 11, 2011	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10730-01.

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER
Date Approved:	/ /	9/29/11

Name: Nineth Stret Investment

Address: PO Box 1221 Weslaco, TX 78599

Phone: 956-681-6717

Water Supplier: NAWSC

Utility Provider: [✓] M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: La Quietud Sub Lot-38,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 5-14-04);

(verified by Plan Castillo)

(verified by _____);

(verified by _____);

(verified by Plan Castillo)

Plan Castillo
Planning Department Authorized Signature

Hidalgo County Judge — **Date**

ATTEST: _____
Hidalgo County Clerk — **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Edinburg, Texas 78542
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Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10720

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: North Star Investments

Address: PO Box 1221
Weslaco, TX 78599

Phone: 956-681-6717

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

La Quieta Sub Lot-38

STATUS OF PERSON OR ENTITY MAKING REQUEST:

___ Subdivider
✓ Owner of lot in subdivision
___ Resident of lot in a subdivision
___ Entity that provides utility service

R. I. [signature]
Requesting Party (Signature)

9-29-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
✓ Other (describe) Plat.

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

10-04-11
Date

Alan Castillo
County Official

COPY

TRUSTEE'S DEED

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: Your Social Security Number or your Driver's License Number.

2031164

Date: September 1, 2009

Deed of Trust

Date: December 6, 2006

Grantor: Angel Gonzalez Perez

Beneficiary: G&D Financial Services, L.P.

Trustee: David Crook

Recording Information: Document No. 1703684 Official Records, Hidalgo County, Texas

Property: Lot 38, La Quietud Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 45, Page 41-43, Map Records of Hidalgo County, Texas.

Note Secured by Deed of Trust

Date: December 6, 2006

Original Principal Amount: $16,400.00

Holder: G&D Financial Services, L.P.

Date of Sale of Property : September 1, 2009

Time Sale of Property Began: 11:12A.M.

Place of Sale of Property: The steps or terrace adjacent to the east entrance to the lobby of the Hidalgo County Courthouse, the area designated by the Commissioner's Court of Hidalgo County, Texas, by Resolution recorded in Volume 2518, Page 418, Official Records, Hidalgo County, Texas.

Buyer: Ninth Street Investments, LLC

Buyer's Mailing Address: P.O. Box 1221
Weslaco, Texas 78599

Amount of Sale: $17,796.00

Grantor conveyed the property to Trustee in trust to secure payment of the note, but Grantor has defaulted in performing the obligations of the deed of trust. Holder of the note, who is also Beneficiary of the deed of trust, accordingly has appointed Substitute Trustee and requested Substitute Trustee to enforce the trust.

Notices stating the time, place, and terms of sale of the property were posted and filed, as required by §51.002 of the Texas Property Code, and other requirements of that statute have been met. As required by that statute and by the

deed of trust, Substitute Trustee sold the property to Buyer, who was the highest bidder at the public auction, for the amount of sale. The sale began at the time specified above and was concluded by 4:00 P.M. of the same day.

As shown by the affidavit attached to this instrument and incorporated in it by this reference, Substitute Trustee either personally or by agent served notice of the sale to each debtor required by statute in compliance with § 51.002 of the Texas Property Code.

Trustee, by the authority conferred by Holder/Beneficiary and by the deed of trust, subject to the prior liens and other exceptions to conveyance and warranty in the deed of trust and for the amount of sale paid by Buyer as consideration, grants, sells, and conveys to Buyer the property together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Buyer, Buyer's heirs, executors, administrators, successors, or assigns forever. Substitute Trustee binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Buyer and Buyer's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the prior liens and other exceptions to conveyance and warranty in the deed of trust.

David Crook, Trustee

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on September 1, 2009, by David Crook, Trustee.

KATHLEEN E. CARLSON
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-12-2010

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:
Ninth Street Investments, LLC
P.O. Box 1221
Weslaco, Texas 78599

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10730
Jun. 7, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

L1782-00-000-0038-00

[1] OWNER: NINETH STREET INVEST. LLC

P.O BOX 1221
WESLACO TX 78599
Telephone No. 330-4039

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,440 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X-01

[7] LEGAL DESC./NAME OF SUBDIVISION
LA QUIETUD LOT 38

LOCATION: 0 2812 & DOLITTLE

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $57,600

[11] SPECIAL FLOOD HAZARD AREA: ( ) YES (✓) NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:30' SIDE:6' SIDE:6'
MIN. ELV. ABOVE TOP OF CROWN

Prepared by — Date: 6/7/11

EFRAIN CEBALLOS — Approved by — Date: 6/2/11

X Royce Jr — Signature of Owner or Applicant — Date: 6-7-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325D Pct: 4

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT
County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: U-10940
X-125

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		Existing
	Date Approved:	/ /	9/29/11

Name: Jessica Rodriguez

Address: 421 N. 10th St. Mcallen TX. 78504

Water Supplier: North Alamo Water

Utility Provider: [ ]M.V.E.C. [ ] AEP

Phone: (956) 624-2752

Account/ESI No.:

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Evergreen Valley Est # 1 Lot # 17 - 2028 N. Valverde Rd Edinburg TX. 78542

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 4-30-03);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Ron Castillo);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Ruben Hernandez 9-29-11);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Ruben Hernandez 9-29-11);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Ron Castillo);

Ron C. Castillo
Planning Department Authorized Signature

Hidalgo County Judge **Date**

ATTEST: _____
Hidalgo County Clerk **Date**

Rev. 02-19-10

PLANNING DEPARTMENT

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
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Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-10940
X-25

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Jessica Y. Rodriguez

Address: 4121 N. 10th Street #107
McAllen TX. 78504

Phone: (956) 624-2756

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): 1st #1
Evergreen Valley Lot #17 - 22228 N. Valverde Road
Edinburg, TX. 78542

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ____ Subdivider
- ✓ Owner of lot in subdivision
- ____ Resident of lot in a subdivision
- ____ Entity that provides utility service

Jessica Y. Rodriguez
Requesting Party (Signature)

9/29/2011
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ✓ Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- ✓ Other (describe) Plat

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

10-04-11
Date

Ana Castillo
County Official

1431911

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

Date: May 11, 2004

Grantor: Evergreen Valley, Inc., a Texas Corporation
Grantor's Mailing Address:
3714 S. Exp. 281
Edinburg, Texas 78539

Grantee: Jessica Y Rodriguez
Grantee's Phone Number: (956) 750-8190
Grantee's Mailing Address (including county):
PO Box 1101
Zapata, Texas 78076
Zapata County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-Nine Thousand Four Hundred Fifty Dollars and No Cents ($39,450.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 17, Evergreen Valley Estates Subdivision, Phase I, as shown by the map or plat thereof recorded in Volume 42, Page 52-55, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated January 21, 2003, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1162771. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. A lien securing a promissory note (the "Prior Note"), dated January 21, 2003, payable to the order of Sundown Developments, Ltd. a Texas Limited Partnership which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1162772. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
3. Visible and apparent easements on or across the subject property;

purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute.

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

Evergreen Valley, Inc., a Texas Corporation

BY: _____
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 11th day of May, 2004, by Herb Scurlock III, Secretary of Evergreen Valley, Inc., a Texas Corporation on behalf of said Texas Corporation.

_____
Notary Public, State of Texas

ROGELIO MONTERO
Notary Public, State of Texas
My Commission Expires
FEBRUARY 21, 2007

Software by ReMerge-It, LLC
(956) 630-9401
Sales@ReMerge-It.com

AFTER RECORDING RETURN TO:

Evergreen Valley, Inc.
3714 S. Exp. 281
Edinburg, Texas 78539

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk
On: Feb 03,2005 at 10:25A
As a Recording
Document Number: 1431911
Total Fees : 18.00
Receipt Number - 649338
By,
Anne Maria Muniz, Deputy

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10940
Aug. 30, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

E8250-01-000-0017-00

[1] OWNER: RODRIGUEZ, JESSICA Y.

2707 E. 3 MILE
PALMHURST, TX. 78573
Telephone No. 343-8201

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 2,932 Sq. Ft.

[6] USE OF BUILDING: RES.ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY ESTATES PH 1
17
3/18/8/NW/F

LOCATION: 0 19 MILE & VALVERDE

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $189,000

[11] SPECIAL FLOOR HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPY W/ALL REGULATIONS & SETBACKS
FRONT 50' NORTH SIDE 6' REAR 35' SOUTH SIDE 40'
FINISH FLOOR OF ELEV. 18" TOP OF CURB.

Prepared by — Date: 8-30-2011

Approved by — Date: 8-30-11

Signature of Owner or Applicant — Date: 8/30/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$60.00**

Light [X] Water [X]

Flood Zone: NO 0385 D.
Panel No. /Suffix: 480334 Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-318-2840
956-318-2844

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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 9-9204
(1-25

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: REYNA GUEVARA

Address: 1012 W. EVARISTO
GONZALEZ ALAMO
TX 78516

Phone: (956-)246-0613

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	Authorized Signature
Inspection/Permit No:		48750
Date Approved:	/ /	9/30/11

Water Supplier: NALWS

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
PALACE STATION #2 LOT 44,

on MAY 5, 20 11, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 1-12-07);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by FCIC Certificate);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 9-30-11);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 9-30-11);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by FCIC Certificate);

Ciro Cantu

Planning Department Authorized Signature | **Hidalgo County Judge** | **Date**

ATTEST: _____
Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-9204

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: REYNA GUEVARA

Address: 1012 W. EVARISTO GONZALEZ
ALAMO TX 78516

Phone: (956) 246-0613

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

PALACE STATION #2 LOT #44

STATUS OF PERSON OR ENTITY MAKING REQUEST:

____ Subdivider
_X_ Owner of lot in subdivision
____ Resident of lot in a subdivision
____ Entity that provides utility service

Reyna Guevara — Requesting Party (Signature)

5-4-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

_✓_ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
_✓_ Other (describe) DLT

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

10-04-11 — **Date**

Ana Cantu — **County Official**

Recorded On-2009-Nov-13 As-2051734

RE: Lot 44, Palace Station Subdivision Phase II, Hidalgo County, Texas, V 52, Pgs 40-42, Map Records

NOTICE OF CONFIDENTIALITY RIGHTS

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Special Warranty Deed with Vendor's Lien

1. Date: September 11, 2009

2. Grantor: Garco, Ltd., A Texas Limited Partnership

3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539

4. Grantee: REYNA LEAL DE GUEVARA

5. Grantee's Mailing Address: 1012 W. Evaristo Gonzalez, Alamo, Hidalgo County, Texas 78516

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of Twenty three Thousand Four Hundred and No/100ths Dollars ($23,400.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to David Crook, Trustee.

7. Property: Lot Forty-Four (44), Palace Station Subdivision Phase II, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 52, Pages 40-42, Map Records of Hidalgo County, Texas;

8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the property, to-wit:

   A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.
   B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.
   C. Anything an on-the-ground A-1 survey would reveal.
   D. The taxes for the year 2009 and subsequent years.
   E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.
   F. Restrictive covenants of record under Document # 1729374, Official Records, Hidalgo County, Texas.
   G. **Right of First Refusal.** If Grantee desires to sell or otherwise transfer any interest in the property herein described, Grantor shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Upon Grantor's failure to meet such offer in writing within 30 days after written notice thereof from Grantor to Grantee, Grantee may sell the property to the third party in accordance with his offer.

9. Condition of the Property: This Property is sold in its "As Is" condition as set out in Exhibit "B" hereto attached and made a part hereof for all purposes.

10. Prior Liens: Deed of Trust recorded under Document No. 1724095, Official Records, Hidalgo County, Texas

RE: Lot 44, Palace Station Subdivision Phase II, Hidalgo County, Texas, V 52, Pgs 40-42, Map Records

11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):

12. Special Warranty of Title: To have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor, but not otherwise.

13. Vendor's Lien: The vendor's lien against and superior title to the Property are retained until the note described above is fully paid according to its terms, at which time this deed will become absolute.

14. Non-examination of Title: **NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**

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

16. Signature:

Garco, Ltd., A Texas Limited Partnership, acting by and through its General Partner, Garco Management L.L.C., a Texas Limited Liability Company

By: _____
Richard A. Garza, President

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 11th day of Sept, 2009, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.

YOLANDA FLORES
Notary Public, State of Texas
My Commission Expires
July 31, 2012

_____
Notary Public, State of Texas
My Commission Expires: 7-31-2012

After Recording Return To:

GARCO, LTD
3910 W. Freddy Gonzalez
Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO:
4-9204
Dec. 30, 2009

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

P0024-02-000-0044-00

[1] OWNER: GUEVARA, REYNA

1012 W. EVARISTO GONZALEZ
ALAMO TX, 78516
Telephone No. 874-5103

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 1,518 Sq. Ft.

[6] USE OF BUILDING: RES.ZONE-C

[7] LEGAL DESC./NAME OF SUBDIVISION
PALACE STATION PH #2 LOT 44

LOCATION: 0 TOWER & CANTON

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $38,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 35' FINISH FLOOR OF ELEV.
18' TOP OF CURB.

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 4

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-10989
(1-29

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Homero Sosa Jr
Name: c/o Mohemi S. Sosa

Address: P.O. Box 1467
McALLEN. Tx.
78505.

Phone: 956-562-7754

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing System
Date Approved:	/ /	9/28/11

Water Supplier: NAWSC. 258054-001
LUZ

Utility Provider: [√] M.V.E.C. [ ] AEP

Account/ESI No.: 258054-001.

[ ] Temporary Pole [√] Permanent Service

regarding the land described as:
Verde Ranch Lt 47,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-05-05);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by _____);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

Alan D. Castillo

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-10985

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Nohemi S. Sosa

Address: P.O. Box 1467
McALLEN, Tx. 78505

Phone: 956-562-7754

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Verde Ranch Lt 47

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Nohemi S. Sosa — Requesting Party (Signature)
9-28-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) pmtt.

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

10-04-11
Date

Alan D. Castillo
County Official

Rhodes Enterprises, Inc.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

Date: December 26, 2006

Grantor: Rhodes Enterprises, Inc., a Texas Corporation
Grantor's Mailing Address:
14901 N. Ware Road
Edinburg, Texas 78541

Grantee: Homero Sosa Jr.

Grantee's Mailing Address (including county):
P.O. Box 1467
McAllen, Texas 78505
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-Two Thousand Five Hundred Dollars and No Cents ($22,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 47, Verde Ranch Subdivision, as shown by the map or plat thereof recorded in Volume 48, Page 192-194, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Verde Ranch Subdivision, as shown on the plat thereof, recorded in Volume 48, Page 192-194, of the Map records of Hidalgo County, Texas; and

2. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute. When the context requires, singular nouns and pronouns include the plural.

Rhodes Enterprises, Inc., a Texas Corporation

BY: _____
Ken DeJarnett, Chief Executive Officer

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 26 day of December, 2006, by Ken DeJarnett, Chief Executive Officer of Rhodes Enterprises, Inc., a Texas Corporation on behalf of said Texas Corporation.

_____
Notary Public, State of Texas

GUADALUPE ZAMORA
Notary Public, State of Texas
My Commission Expires
September 30, 2008

AFTER RECORDING RETURN TO:
Rhodes Enterprises, Inc.
14901 N. Ware Road
Edinburg, Texas 78541

2242284

Durable General Power of Attorney

This intended to constitute a DURABLE GENERAL POWER

I **Homer Sosa Jr. D.O.B. 06/20/77** , residing at Po Box 1467 McAllen , Texas 78505 do hereby appoint

My Wife **Nohemi Sandoval Sosa** residing at 385 Verde Cir Donna Texas 78537 attorney(s)-in-fact TO ACT as my attorney(s)-in-fact may act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters to the extent that I am permitted by law to act through an agent:

(x) real-estate

(x) medical decision

(x)My company: America Transport Express

(x) banking transaction,
Bank of America [redacted] personal
[redacted] personal
[redacted] Business
Chase [redacted] personal saving
[redacted] personal saving
[redacted] Business
IBC [redacted] personal ck

(x) personal relationships and affairs

(x) insurance transactions:
2005 Chev VIN: 2GCEK13T151394177
1990 Chev VIN: 1GCDC14K8LE242309

(x) cashing any government checks or and checks form American Transport Express. Renters checks.

(x) full and un qualified authority to my attorney(s)in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney(s)-in fact shall select:

(X) transactions loans to: Alamo American Finance, City Finance

(X)My wife may claim all my property in the country in the country of Mexico this is inherited or given by parents

(X)Exclude all my family from all my personal/family and business matters.

(x) the fact the my wife's family live in Mexico; if for any reason I am not able to be with or live with my family; I agree to the fullest that my wife may make a decision to take our children and our unborn child to Mexico is that is what she chooses if I am not able to be in their lives. And my family has no saying to this matter.

This Durable Power of Attorney shall not be affected by my subsequent disability or incompetence.

I appoint **Nohemi Sandoval Sosa** to by my agent for all purposes hereunder

To induce any other party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I for myself and for my heirs, executors, legal representatives and assigns such third party having relied on the previsions of this instrument.

This Durable General Power of Attorney may be **revoked by me/us at any time.**

STATE OF TEXAS
COUNTY OF HIDALGO

On this 10 day of May 2011 before me, taking sworn statement, personally appeared **Homer Sosa Jr.** , making sworn statement, personally known to me (or proved to me on the basis of satisfactory evidence) to be their person whose name is subscribed to the within instrument and acknowledged to me that executed the same in authorized capacity, and that by signature on the instrument the person executed the instrument.

(Acknowledgement)

State of Texas }{
County of Hidalgo }{

This instrument was acknowledged before me on this 10 Day of May 2011 by

Homer Sosa Jr.
Tx cdl# 19758764

State of Texas
Notary Public:
My Commission Expires :

Christina Mendoza
My Commission Expires
03/05/2015

Filed for Record in:
by Hidalgo County
Arturo Guajardo Jr.
County Clerk
On: Sep 19,2011 at 01:55P
As a Recording
Document Number: 2242284
Total Fees 20.00
Receipt Number - 1224661
By:
Azaneth Urestii, Deputy

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10989
Sep. 16, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

V3095-00-000-0047-00

[1] OWNER: SOSA, HOMERO JR.

301 VERDE RANCH
DONNA TX 78537
Telephone No. 354-5901

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29- RESIDENTIAL MOVE-IN/RELO.BUILD

[5] SIZE OF STRUCTURE: 1,280 Sq. Ft.

[6] USE OF BUILDING: MOVE IN HOME.

[7] LEGAL DESC./NAME OF SUBDIVISION
VERDE RANCH LOT 47

LOCATION: 0 VALVERDE WISCONSIN

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $6,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:25' BACK:15' WSIDE:7.5' SIDE:6'
18" TOP OF CURB. FLOODZONE:C

Prepared by — Date: 9/16/11

AARON HOZ
Approved by — Date: 9/15/11

Homero S. Sosa
Signature of Owner or Applicant — Date: 9-16-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$60.00**

Light [X] Water [X]

Flood Zone: MI 0425C
Panel No. /Suffix:____ Pct: 4

Community No.: 480334

Certification of Elevation
Required: ____YES ____NO ____BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: N/A

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Ricardo Salinas Jr.

Address: 301 N. Main St. McAllen, TX. 78501

Phone: 956-686-1003

Approved by Environmental Health:	Temporary Service	Final Service
	N/A Authorized Signature	N/A Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Water Supplier: NAWSC

Utility Provider: [ ]M.V.E.C. [ ]AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:

Caledonia Estates Lots 1-75 ,

on _____, 20_____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 5/8/07);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Nora D Cantu);

yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Nora D Cantu);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Rhey Noriega 9-26-10);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Nora D Cantu);

Planning Department Authorized Signature _____ Hidalgo County Judge _____ Date _____

ATTEST: _____ Hidalgo County Clerk _____ Date _____

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
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Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: N/A

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: RICARDO R SALINAS JR.

Address: 301 N. MAIN STREET

McAllen, TX. 78501

Phone: (956) 686-1603 off (956) 330-5647

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Lots 1-75, Caledonia Estates Ph. 1

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ✓ Subdivider
- _____ Owner of lot in subdivision
- _____ Resident of lot in a subdivision
- _____ Entity that provides utility service

Requesting Party (Signature)

9/26/2011
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

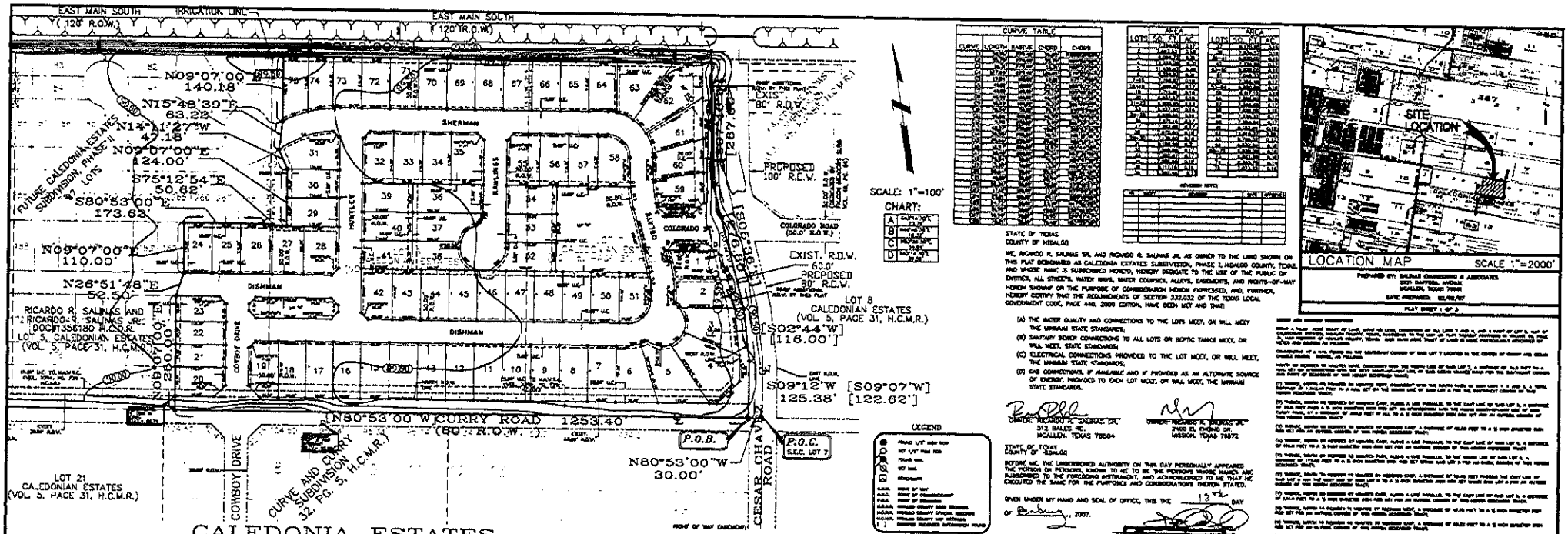
- _____ Deed
- _____ Executory Contract
- _____ Lease
- _____ Rent Receipt
- _____ Affidavit
- ✓ Other (describe) Copy of subd. plat

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

9/26/11
Date

County Official



LOCATION MAP SCALE 1"=2000'

PREPARED BY SALINAS ENGINEERING & ASSOCIATES
2021 DAFFODIL AVENUE
MCALLEN, TEXAS 78501
DATE PREPARED: 02/05/07

PLAT SHEET 1 OF 3

CALEDONIA ESTATES SUBDIVISION, PHASE I

HIDALGO COUNTY, TEXAS

BEING A 19.48 ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL LOTS 7 AND 8, AND A PART OF LOT 3, MAP OF CALEDONIAN ESTATES, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 05, PAGE 31, MAP RECORDS OF HIDALGO COUNTY, TEXAS;

GENERAL PLAT NOTES:

1. MINIMUM SETBACK LINES:
   FRONT ..... 35.00' OR GREATER FOR EASEMENTS.
   REAR ..... 10.00' OR GREATER FOR EASEMENTS.
   SIDE ..... 6.00' OR GREATER FOR EASEMENTS.
   CORNER SIDE ..... 10.00' OR GREATER FOR EASEMENTS.
   CUL-DE-SAC LOTS: .....
   REAR ..... 25.00' OR GREATER FOR EASEMENTS.
   SIDE CORNER GARAGE ..... 18.00' OR GREATER FOR EASEMENTS.
2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "A" (AREAS SUBJECT TO 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD).
   COMMUNITY PANEL NO. 480334 0325 D
   EFFECTIVE DATE: JUNE 06, 2000 - REVISED TO REFLECT LOMR DATED 5-17-01.
   THE AREA WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN, COMMUNITY PANEL NUMBER 480334 0325 D, EFFECTIVE DATE JUNE 06, 2000 (REVISED TO REFLECT LOMR DATED 5-17-01) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND INCORPORATED AREAS, FLOOD PLAIN ADMINISTRATOR PLANS. CONSTRUCTION OR RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THRU 4127).
3. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. A TOPOGRAPHIC SURVEY SHALL BE PERFORMED FOR LOTS LOCATED WITHIN A FLOOD ZONE AT THE TIME FOR CONSTRUCTION. A FINISH FLOOR ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN AN ESTABLISHED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
4. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 88,807.67 CUBIC-FOOT OR 1.40 ACRE-FEET OF STORM WATER RUNOFF. DETENTION, DETENTION IS ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON THIRD SHEET FOR DRAINAGE DETENTION.
5. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
6. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2 INCH IRON ROD OR 1/4 INCH IRON PIPE.
7. NO STRUCTURE SHALL BE ATTEMPTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, DECKS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, USA THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. EACH PURCHASER/S CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
9. BENCHMARK NOTE:
   A 4" DISK HAS BEEN SET IN CONCRETE ON THE SOUTHWEST CORNER OF LOT 30 SHOWN HEREIN. THE USES SEA ELEVATION ON TOP OF THIS DISK IS 84.74.
   N.A. = CLEV. DATUM. DESCRIPTION: LOCATED ON TOP OF END VERTICAL SOUTH OF PROPERTY AND SOUTH OF CURRY ROAD, NORTH OF LOT 5, CURVE AND CURRY SUBDIVISION.
10. THIS SUBDIVISION WAS DESIGNED FOR 10 YEAR FLOOD W/ NO DEVIATION.
11. A FOUR (4.0) FOOT SIDEWALK FOUR (4.0) FEET WIDE ON THE BACK OF CURB IS REQUIRED AT BUILDING PERMIT STAGE PROVIDED BY EACH LOT OWNER.
12. NO ACCESS TO LOTS 1-16 AND LOTS 30-42 FROM CESAR CHAVEZ RD., AND LOTS 9-30, FROM CURRY RD.
13. FIVE (5) FOOT SIDEWALK IS REQUIRED ALONG CURRY RD. AND CESAR CHAVEZ RD. DURING RESIDENTIAL CONSTRUCTION, INCLUDING ADA HANDICAP RAMPS PROVIDED BY THE DEVELOPER.
14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 10.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
15. CLEARANCES FOR WATER METERS:
   AS FOR LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO AN ACCEPTABLE PUBLIC SEWER SYSTEM BEFORE FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDED PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).
16. ALL CONSTRUCTION TO MEET CITY OF EDINBURG REQUIREMENTS AND STANDARDS.
17. COMMUNITY AREAS MUST BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION OR INDIVIDUAL LOT OWNERS.
18. LOTS A AND B SHOWN HEREON ARE COMMUNITY AMENITY AREAS FOR THE ENJOYMENT OF THE SUBDIVIDED PROPERTY OWNERS. LOTS A AND B WILL HAVE POTABLE WATER OR SANITARY SEWER SERVICE. THERE WILL BE NO CARPORT BE BUILT AND ALL MAINTENANCE ASSOCIATED WITH THESE TWO LOTS WILL BE PERFORMED BY HOMEOWNER'S ASSOCIATION.
19. LOT OWNERS ABUTTING THE HIDALGO COUNTY I.D. NO. 1 SHALL CONSTRUCT A FENCE LINE IN ACCORDANCE WITH THE REQUIREMENTS OF BUILDING PERMITTING AUTHORITY OR HOME OWNERS' ASSOCIATION GUIDELINES AND BY-LAWS, ALONG THE NORTH SIDE OF THOSE RESPECTIVE LOTS. THE FENCE LINE SHALL BE CONSTRUCTED PRIOR TO ANY CONSTRUCTION ACTIVITY ON THE RESPECTIVE LOT AND SHALL NOT BE OBSTRUCTED IN SUCH AS MANNER AS TO ENCROACH ON SAID RIGHT-OF-WAY.

APPROVED BY RIGHT OF WAY DEPARTMENT
DATE: 4/16/07

Recorded in Volume 63 Page 52 of the map records of Hidalgo County, Texas
Arturo Guajardo, Jr.
County Clerk

FILED FOR RECORD IN: HIDALGO COUNTY
BY: ARTURO GUAJARDO, JR.
COUNTY CLERK
ON: 5/11/07 AT 9:51 A.M.
AS A RECORDING NUMBER: 1047462
BY: [illegible] DEPUTY

PRINCIPAL CONTACTS:

	Name	Address	City & ZIP	Phone
OWNER:	RICARDO R. SALINAS SR.	301 NORTH MAIN	MCALLEN, TEXAS 78501	(956) 775-3173
OWNER:	RICARDO R. SALINAS JR.	301 NORTH MAIN	MCALLEN, TEXAS 78501	(956) 775-3173
ENGINEER:	DAVID O. SALINAS	2021 DAFFODIL	MCALLEN, TEXAS 78501	(956) 682-9081
SURVEYOR:	DAVID O. SALINAS	2021 DAFFODIL	MCALLEN, TEXAS 78501	(956) 682-9081

	Fax
OWNER:	(956) 686-1461
OWNER:	(956) 686-1461
ENGINEER:	(956) 686-1440
SURVEYOR:	(956) 686-1440

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	CHORD
C1	23.56'	15.00'	N54°07'00"E	21.21'
C2	23.56'	15.00'	N35°53'00"W	21.21'
C3	23.56'	15.00'	S54°07'00"W	21.21'
C4	23.56'	15.00'	S35°53'00"E	21.21'
C5	23.56'	15.00'	N54°07'00"E	21.21'
C6	23.56'	15.00'	N35°53'00"W	21.21'
C7	23.56'	15.00'	S54°07'00"W	21.21'
C8	23.56'	15.00'	S35°53'00"E	21.21'
C9	23.56'	15.00'	N54°07'00"E	21.21'
C10	23.56'	15.00'	N35°53'00"W	21.21'
C11	23.56'	15.00'	S54°07'00"W	21.21'
C12	23.56'	15.00'	S35°53'00"E	21.21'
C13	23.56'	15.00'	N54°07'00"E	21.21'
C14	23.56'	15.00'	N35°53'00"W	21.21'
C15	23.56'	15.00'	S54°07'00"W	21.21'
C16	23.56'	15.00'	S35°53'00"E	21.21'
C17	23.56'	15.00'	N54°07'00"E	21.21'
C18	23.56'	15.00'	N35°53'00"W	21.21'
C19	23.56'	15.00'	S54°07'00"W	21.21'
C20	23.56'	15.00'	S35°53'00"E	21.21'
C21	23.56'	15.00'	N54°07'00"E	21.21'
C22	23.56'	15.00'	N35°53'00"W	21.21'
C23	23.56'	15.00'	S54°07'00"W	21.21'
C24	23.56'	15.00'	S35°53'00"E	21.21'
C25	23.56'	15.00'	N54°07'00"E	21.21'
C26	23.56'	15.00'	N35°53'00"W	21.21'
C27	23.56'	15.00'	S54°07'00"W	21.21'
C28	23.56'	15.00'	S35°53'00"E	21.21'
C29	23.56'	15.00'	N54°07'00"E	21.21'
C30	23.56'	15.00'	N35°53'00"W	21.21'
C31	23.56'	15.00'	S54°07'00"W	21.21'
C32	23.56'	15.00'	S35°53'00"E	21.21'
C33	23.56'	15.00'	N54°07'00"E	21.21'
C34	23.56'	15.00'	N35°53'00"W	21.21'
C35	23.56'	15.00'	S54°07'00"W	21.21'
C36	23.56'	15.00'	S35°53'00"E	21.21'
C37	23.56'	15.00'	N54°07'00"E	21.21'
C38	23.56'	15.00'	N35°53'00"W	21.21'
C39	23.56'	15.00'	S54°07'00"W	21.21'
C40	23.56'	15.00'	S35°53'00"E	21.21'
C41	23.56'	15.00'	N54°07'00"E	21.21'
C42	23.56'	15.00'	N35°53'00"W	21.21'
C43	23.56'	15.00'	S54°07'00"W	21.21'
C44	23.56'	15.00'	S35°53'00"E	21.21'
C45	23.56'	15.00'	N54°07'00"E	21.21'
C46	23.56'	15.00'	N35°53'00"W	21.21'
C47	23.56'	15.00'	S54°07'00"W	21.21'
C48	23.56'	15.00'	S35°53'00"E	21.21'
C49	23.56'	15.00'	N54°07'00"E	21.21'
C50	23.56'	15.00'	N35°53'00"W	21.21'
C51	23.56'	15.00'	S54°07'00"W	21.21'
C52	23.56'	15.00'	S35°53'00"E	21.21'
C53	23.56'	15.00'	N54°07'00"E	21.21'
C54	23.56'	15.00'	N35°53'00"W	21.21'
C55	23.56'	15.00'	S54°07'00"W	21.21'
C56	23.56'	15.00'	S35°53'00"E	21.21'
C57	23.56'	15.00'	N54°07'00"E	21.21'
C58	23.56'	15.00'	N35°53'00"W	21.21'
C59	23.56'	15.00'	S54°07'00"W	21.21'
C60	23.56'	15.00'	S35°53'00"E	21.21'
C61	23.56'	15.00'	N54°07'00"E	21.21'
C62	23.56'	15.00'	N35°53'00"W	21.21'
C63	23.56'	15.00'	S54°07'00"W	21.21'
C64	23.56'	15.00'	S35°53'00"E	21.21'
C65	23.56'	15.00'	N54°07'00"E	21.21'
C66	23.56'	15.00'	N35°53'00"W	21.21'
C67	23.56'	15.00'	S54°07'00"W	21.21'
C68	23.56'	15.00'	S35°53'00"E	21.21'
C69	23.56'	15.00'	N54°07'00"E	21.21'
C70	23.56'	15.00'	N35°53'00"W	21.21'
C71	23.56'	15.00'	S54°07'00"W	21.21'
C72	23.56'	15.00'	S35°53'00"E	21.21'
C73	23.56'	15.00'	N54°07'00"E	21.21'
C74	23.56'	15.00'	N35°53'00"W	21.21'
C75	23.56'	15.00'	S54°07'00"W	21.21'
C76	23.56'	15.00'	S35°53'00"E	21.21'
C77	23.56'	15.00'	N54°07'00"E	21.21'
C78	23.56'	15.00'	N35°53'00"W	21.21'
C79	23.56'	15.00'	S54°07'00"W	21.21'
C80	23.56'	15.00'	S35°53'00"E	21.21'
C81	23.56'	15.00'	N54°07'00"E	21.21'
C82	23.56'	15.00'	N35°53'00"W	21.21'
C83	23.56'	15.00'	S54°07'00"W	21.21'
C84	23.56'	15.00'	S35°53'00"E	21.21'
C85	23.56'	15.00'	N54°07'00"E	21.21'
C86	23.56'	15.00'	N35°53'00"W	21.21'
C87	23.56'	15.00'	S54°07'00"W	21.21'
C88	23.56'	15.00'	S35°53'00"E	21.21'
C89	23.56'	15.00'	N54°07'00"E	21.21'
C90	23.56'	15.00'	N35°53'00"W	21.21'
C91	23.56'	15.00'	S54°07'00"W	21.21'
C92	23.56'	15.00'	S35°53'00"E	21.21'
C93	23.56'	15.00'	N54°07'00"E	21.21'
C94	23.56'	15.00'	N35°53'00"W	21.21'
C95	23.56'	15.00'	S54°07'00"W	21.21'
C96	23.56'	15.00'	S35°53'00"E	21.21'
C97	23.56'	15.00'	N54°07'00"E	21.21'
C98	23.56'	15.00'	N35°53'00"W	21.21'
C99	23.56'	15.00'	S54°07'00"W	21.21'
C100	23.56'	15.00'	S35°53'00"E	21.21'
C101	23.56'	15.00'	N54°07'00"E	21.21'
C102	23.56'	15.00'	N35°53'00"W	21.21'
C103	23.56'	15.00'	S54°07'00"W	21.21'
C104	23.56'	15.00'	S35°53'00"E	21.21'
C105	23.56'	15.00'	N54°07'00"E	21.21'
C106	23.56'	15.00'	N35°53'00"W	21.21'
C107	23.56'	15.00'	S54°07'00"W	21.21'
C108	23.56'	15.00'	S35°53'00"E	21.21'
C109	23.56'	15.00'	N54°07'00"E	21.21'
C110	23.56'	15.00'	N35°53'00"W	21.21'
C111	23.56'	15.00'	S54°07'00"W	21.21'
C112	23.56'	15.00'	S35°53'00"E	21.21'
C113	23.56'	15.00'	N54°07'00"E	21.21'
C114	23.56'	15.00'	N35°53'00"W	21.21'
C115	23.56'	15.00'	S54°07'00"W	21.21'
C116	23.56'	15.00'	S35°53'00"E	21.21'
C117	23.56'	15.00'	N54°07'00"E	21.21'
C118	23.56'	15.00'	N35°53'00"W	21.21'
C119	23.56'	15.00'	S54°07'00"W	21.21'
C120	23.56'	15.00'	S35°53'00"E	21.21'
C121	23.56'	15.00'	N54°07'00"E	21.21'
C122	23.56'	15.00'	N35°53'00"W	21.21'
C123	23.56'	15.00'	S54°07'00"W	21.21'
C124	23.56'	15.00'	S35°53'00"E	21.21'
C125	23.56'	15.00'	N54°07'00"E	21.21'
C126	23.56'	15.00'	N35°53'00"W	21.21'
C127	23.56'	15.00'	S54°07'00"W	21.21'
C128	23.56'	15.00'	S35°53'00"E	21.21'
C129	23.56'	15.00'	N54°07'00"E	21.21'
C130	23.56'	15.00'	N35°53'00"W	21.21'
C131	23.56'	15.00'	S54°07'00"W	21.21'
C132	23.56'	15.00'	S35°53'00"E	21.21'
C133	23.56'	15.00'	N54°07'00"E	21.21'
C134	23.56'	15.00'	N35°53'00"W	21.21'
C135	23.56'	15.00'	S54°07'00"W	21.21'
C136	23.56'	15.00'	S35°53'00"E	21.21'
C137	23.56'	15.00'	N54°07'00"E	21.21'
C138	23.56'	15.00'	N35°53'00"W	21.21'
C139	23.56'	15.00'	S54°07'00"W	21.21'
C140	23.56'	15.00'	S35°53'00"E	21.21'
C141	23.56'	15.00'	N54°07'00"E	21.21'
C142	23.56'	15.00'	N35°53'00"W	21.21'
C143	23.56'	15.00'	S54°07'00"W	21.21'
C144	23.56'	15.00'	S35°53'00"E	21.21'
C145	23.56'	15.00'	N54°07'00"E	21.21'
C146	23.56'	15.00'	N35°53'00"W	21.21'
C147	23.56'	15.00'	S54°07'00"W	21.21'
C148	23.56'	15.00'	S35°53'00"E	21.21'
C149	23.56'	15.00'	N54°07'00"E	21.21'
C150	23.56'	15.00'	N35°53'00"W	21.21'
C151	23.56'	15.00'	S54°07'00"W	21.21'
C152	23.56'	15.00'	S35°53'00"E	21.21'
C153	23.56'	15.00'	N54°07'00"E	21.21'
C154	23.56'	15.00'	N35°53'00"W	21.21'
C155	23.56'	15.00'	S54°07'00"W	21.21'
C156	23.56'	15.00'	S35°53'00"E	21.21'
C157	23.56'	15.00'	N54°07'00"E	21.21'
C158	23.56'	15.00'	N35°53'00"W	21.21'
C159	23.56'	15.00'	S54°07'00"W	21.21'
C160	23.56'	15.00'	S35°53'00"E	21.21'
C161	23.56'	15.00'	N54°07'00"E	21.21'
C162	23.56'	15.00'	N35°53'00"W	21.21'
C163	23.56'	15.00'	S54°07'00"W	21.21'
C164	23.56'	15.00'	S35°53'00"E	21.21'
C165	23.56'	15.00'	N54°07'00"E	21.21'
C166	23.56'	15.00'	N35°53'00"W	21.21'
C167	23.56'	15.00'	S54°07'00"W	21.21'
C168	23.56'	15.00'	S35°53'00"E	21.21'
C169	23.56'	15.00'	N54°07'00"E	21.21'
C170	23.56'	15.00'	N35°53'00"W	21.21'
C171	23.56'	15.00'	S54°07'00"W	21.21'
C172	23.56'	15.00'	S35°53'00"E	21.21'
C173	23.56'	15.00'	N54°07'00"E	21.21'
C174	23.56'	15.00'	N35°53'00"W	21.21'
C175	23.56'	15.00'	S54°07'00"W	21.21'
C176	23.56'	15.00'	S35°53'00"E	21.21'
C177	23.56'	15.00'	N54°07'00"E	21.21'
C178	23.56'	15.00'	N35°53'00"W	21.21'
C179	23.56'	15.00'	S54°07'00"W	21.21'
C180	23.56'	15.00'	S35°53'00"E	21.21'
C181	23.56'	15.00'	N54°07'00"E	21.21'
C182	23.56'	15.00'	N35°53'00"W	21.21'
C183	23.56'	15.00'	S54°07'00"W	21.21'
C184	23.56'	15.00'	S35°53'00"E	21.21'
C185	23.56'	15.00'	N54°07'00"E	21.21'
C186	23.56'	15.00'	N35°53'00"W	21.21'
C187	23.56'	15.00'	S54°07'00"W	21.21'
C188	23.56'	15.00'	S35°53'00"E	21.21'
C189	23.56'	15.00'	N54°07'00"E	21.21'
C190	23.56'	15.00'	N35°53'00"W	21.21'
C191	23.56'	15.00'	S54°07'00"W	21.21'
C192	23.56'	15.00'	S35°53'00"E	21.21'
C193	23.56'	15.00'	N54°07'00"E	21.21'
C194	23.56'	15.00'	N35°53'00"W	21.21'
C195	23.56'	15.00'	S54°07'00"W	21.21'
C196	23.56'	15.00'	S35°53'00"E	21.21'
C197	23.56'	15.00'	N54°07'00"E	21.21'
C198	23.56'	15.00'	N35°53'00"W	21.21'
C199	23.56'	15.00'	S54°07'00"W	21.21'
C200	23.56'	15.00'	S35°53'00"E	21.21'
C201	23.56'	15.00'	N54°07'00"E	21.21'
C202	23.56'	15.00'	N35°53'00"W	21.21'
C203	23.56'	15.00'	S54°07'00"W	21.21'
C204	23.56'	15.00'	S35°53'00"E	21.21'
C205	23.56'	15.00'	N54°07'00"E	21.21'
C206	23.56'	15.00'	N35°53'00"W	21.21'
C207	23.56'	15.00'	S54°07'00"W	21.21'
C208	23.56'	15.00'	S35°53'00"E	21.21'
C209	23.56'	15.00'	N54°07'00"E	21.21'
C210	23.56'	15.00'	N35°53'00"W	21.21'
C211	23.56'	15.00'	S54°07'00"W	21.21'
C212	23.56'	15.00'	S35°53'00"E	21.21'
C213	23.56'	15.00'	N54°07'00"E	21.21'
C214	23.56'	15.00'	N35°53'00"W	21.21'
C215	23.56'	15.00'	S54°07'00"W	21.21'
C216	23.56'	15.00'	S35°53'00"E	21.21'
C217	23.56'	15.00'	N54°07'00"E	21.21'
C218	23.56'	15.00'	N35°53'00"W	21.21'
C219	23.56'	15.00'	S54°07'00"W	21.21'
C220	23.56'	15.00'	S35°53'00"E	21.21'
C221	23.56'	15.00'	N54°07'00"E	21.21'
C222	23.56'	15.00'	N35°53'00"W	21.21'
C223	23.56'	15.00'	S54°07'00"W	21.21'
C224	23.56'	15.00'	S35°53'00"E	21.21'
C225	23.56'	15.00'	N54°07'00"E	21.21'
C226	23.56'	15.00'	N35°53'00"W	21.21'
C227	23.56'	15.00'	S54°07'00"W	21.21'
C228	23.56'	15.00'	S35°53'00"E	21.21'
C229	23.56'	15.00'	N54°07'00"E	21.21'
C230	23.56'	15.00'	N35°53'00"W	21.21'
C231	23.56'	15.00'	S54°07'00"W	21.21'
C232	23.56'	15.00'	S35°53'00"E	21.21'
C233	23.56'	15.00'	N54°07'00"E	21.21'
C234	23.56'	15.00'	N35°53'00"W	21.21'
C235	23.56'	15.00'	S54°07'00"W	21.21'
C236	23.56'	15.00'	S35°53'00"E	21.21'
C237	23.56'	15.00'	N54°07'00"E	21.21'
C238	23.56'	15.00'	N35°53'00"W	21.21'
C239	23.56'	15.00'	S54°07'00"W	21.21'
C240	23.56'	15.00'	S35°53'00"E	21.21'
C241	23.56'	15.00'	N54°07'00"E	21.21'
C242	23.56'	15.00'	N35°53'00"W	21.21'
C243	23.56'	15.00'	S54°07'00"W	21.21'
C244	23.56'	15.00'	S35°53'00"E	21.21'
C245	23.56'	15.00'	N54°07'00"E	21.21'
C246	23.56'	15.00'	N35°53'00"W	21.21'
C247	23.56'	15.00'	S54°07'00"W	21.21'
C248	23.56'	15.00'	S35°53'00"E	21.21'
C249	23.56'	15.00'	N54°07'00"E	21.21'
C250	23.56'	15.00'	N35°53'00"W	21.21'
C251	23.56'	15.00'	S54°07'00"W	21.21'
C252	23.56'	15.00'	S35°53'00"E	21.21'
C253	23.56'	15.00'	N54°07'00"E	21.21'
C254	23.56'	15.00'	N35°53'00"W	21.21'
C255	23.56'	15.00'	S54°07'00"W	21.21'
C256	23.56'	15.00'	S35°53'00"E	21.21'
C257	23.56'	15.00'	N54°07'00"E	21.21'
C258	23.56'	15.00'	N35°53'00"W	21.21'
C259	23.56'	15.00'	S54°07'00"W	21.21'
C260	23.56'	15.00'	S35°53'00"E	21.21'
C261	23.56'	15.00'	N54°07'00"E	21.21'
C262	23.56'	15.00'	N35°53'00"W	21.21'
C263	23.56'	15.00'	S54°07'00"W	21.21'
C264	23.56'	15.00'	S35°53'00"E	21.21'
C265	23.56'	15.00'	N54°07'00"E	21.21'
C266	23.56'	15.00'	N35°53'00"W	21.21'
C267	23.56'	15.00'	S54°07'00"W	21.21'
C268	23.56'	15.00'	S35°53'00"E	21.21'
C269	23.56'	15.00'	N54°07'00"E	21.21'
C270	23.56'	15.00'	N35°53'00"W	21.21'
C271	23.56'	15.00'	S54°07'00"W	21.21'
C272	23.56'	15.00'	S35°53'00"E	21.21'
C273	23.56'	15.00'	N54°07'00"E	21.21'
C274	23.56'	15.00'	N35°53'00"W	21.21'
C275	23.56'	15.00'	S54°07'00"W	21.21'
C276	23.56'	15.00'	S35°53'00"E	21.21'
C277	23.56'	15.00'	N54°07'00"E	21.21'
C278	23.56'	15.00'	N35°53'00"W	21.21'
C279	23.56'	15.00'	S54°07'00"W	21.21'
C280	23.56'	15.00'	S35°53'00"E	21.21'
C281	23.56'	15.00'	N54°07'00"E	21.21'
C282	23.56'	15.00'	N35°53'00"W	21.21'
C283	23.56'	15.00'	S54°07'00"W	21.21'
C284	23.56'	15.00'	S35°53'00"E	21.21'
C285	23.56'	15.00'	N54°07'00"E	21.21'
C286	23.56'	15.00'	N35°53'00"W	21.21'
C287	23.56'	15.00'	S54°07'00"W	21.21'
C288	23.56'	15.00'	S35°53'00"E	21.21'
C289	23.56'	15.00'	N54°07'00"E	21.21'
C290	23.56'	15.00'	N35°53'00"W	21.21'
C291	23.56'	15.00'	S54°07'00"W	21.21'
C292	23.56'	15.00'	S35°53'00"E	21.21'
C293	23.56'	15.00'	N54°07'00"E	21.21'
C294	23.56'	15.00'	N35°53'00"W	21.21'
C295	23.56'	15.00'	S54°07'00"W	21.21'
C296	23.56'	15.00'	S35°53'00"E	21.21'
C297	23.56'	15.00'	N54°07'00"E	21.21'
C298	23.56'	15.00'	N35°53'00"W	21.21'
C299	23.56'	15.00'	S54°07'00"W	21.21'
C300	23.56'	15.00'	S35°53'00"E	21.21'
C301	23.56'	15.00'	N54°07'00"E	21.21'
C302	23.56'	15.00'	N35°53'00"W	21.21'
C303	23.56'	15.00'	S54°07'00"W	21.21'
C304	23.56'	15.00'	S35°53'00"E	21.21'
C305	23.56'	15.00'	N54°07'00"E	21.21'
C306	23.56'	15.00'	N35°53'00"W	21.21'
C307	23.56'	15.00'	S54°07'00"W	21.21'
C308	23.56'	15.00'	S35°53'00"E	21.21'
C309	23.56'	15.00'	N54°07'00"E	21.21'
C310	23.56'	15.00'	N35°53'00"W	21.21'
C311	23.56'	15.00'	S54°07'00"W	21.21'
C312	23.56'	15.00'	S35°53'00"E	21.21'
C313	23.56'	15.00'	N54°07'00"E	21.21'
C314	23.56'	15.00'	N35°53'00"W	21.21'
C315	23.56'	15.00'	S54°07'00"W	21.21'
C316	23.56'	15.00'	S35°53'00"E	21.21'
C317	23.56'	15.00'	N54°07'00"E	21.21'
C318	23.56'	15.00'	N35°53'00"W	21.21'
C319	23.56'	15.00'	S54°07'00"W	21.21

AI-28879 **5. A.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
C4440.04.023.0006.00	Corelogic	$4,941.48
H2675.00.001.0012.00	Citimortgage	$6,447.91
K2400.00.000.0141.01	Peace & Thornton Partnership Composed	$5,346.28
L3356.00.000.0074.00	Chase Home Finance LLC	$3,705.34
M5100.01.000.0001.00	Corelogic	$4,476.64
O6630.00.000.0007.00	Jasso De Garcia Family Ltd Partnership	$3,024.34
O6630.00.000.0007.00	Jasso De Garcia Family Ltd Partnership	$4,552.01
P6400.99.000.0000.M7	Rush Administrative Services Inc.	$53,849.64
S2510.00.000.0004.00	Corelogic	$3,403.74
S6250.00.000.0010.00	Rio Prop Ventures LLC	$7,423.71
S6250.00.000.0010.00	Rio Prop Ventures LLC	$7,904.92
S6250.00.000.0010.00	Rio Prop Ventures LLC	$8.261.96
S6620.00.000.0001.00	Stripes LLC	$13,915.22
S6620.00.000.0001.00	Stripes LLC	$14,133.81
S6620.00.000.0001.00	Stripes LLC	$13,031.97
S6779.00.000.0003.00	Corelogic	$7,975.61
T2100.00.250.0001.00	Bac Tax Services	$3,846.65
W0100.00.028.0006.10	L.A Freight & Logistics	$2,548.50

BACKGROUND

Attachments

letter 1
letter 2
application 1
application 2
application 3
application 4

application 5
application 6
applcation 7
application 8
application 9
application 10
application 11
application 12
application 13
application 14
application 15
application 16
application 17
application 18

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/29/2011 09:09 AM
Perla Lopez	Perla Lopez	10/05/2011 09:26 AM
Auditor's Office	Arcilia Duran	10/06/2011 02:01 PM

Form Started By: Norma Briones Started On: 09/29/2011 08:17 AM

Final Approval Date: 10/06/2011

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

September 28, 2011

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
1.C4440.04.023.0006.00	CORELOGIC	$ 4,941.48
2.H2675.00.001.0012.00	CITIMORTGAGE	$ 6,447.91
3.K2400.00.000.0141.01	PEACE & THORNTON PARTNERSHIP COMP	$ 5,346.28
4.L3356.00.000.0074.00	CHASE HOME FINANCE LLC	$ 3,705.34
5.M5100.01.000.0001.00	CORELOGIC	$ 4,476.64
6.O6630.00.000.0007.00	JASSO DE GARCIA FAMILY	$ 3,024.34
7.O6630.00.000.0007.00	JASSO DE GARCIA FAMILY	$ 4,552.01
8.P6400.99.000.0000.M7	RUSH ADMINISTRATIVE SERVICES INC	$ 53,849.64
9.S2510.00.000.0004.00	CORELOGIC	$ 3,403.74
10.S6250.00.000.0010.00	RIO PROP VENTURES LLC	$ 7,423.71
11.S6250.00.000.0010.00	RIO PROP VENTURES LLC	$ 7,904.92
12.S6250.00.000.0010.00	RIO PROP VENTURES LLC	$ 8,261.96
13.S6620.00.000.0001.00	STRIPES LLC	$ 13,915.22
14.S6620.00.000.0001.00	STRIPES LLC	$ 14,133.81
15.S6620.00.000.0001.00	STRIPES LLC	$ 13,031.97
16.S6779.00.000.0003.00	CORELOGIC	$ 7,975.61
17.T2100.00.250.0001.00	BAC TAX SERVICE	$ 3,846.65
18.W0100.00.028.0006.10	L.A FREIGHT & LOGISTICS	$ 2,548.50

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
ZARATE JOSE M & CRISELIA (PAID BY: CORELOGIC)

Present mailing address *(number and street)*
322 SABINE

City, town or post office, state, ZIP code
MISSION, TX 78572

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): CIMARRON COUNTRY CLUB SECTN 4 PHASE I

Step 2: Describe the property

SECTION IV LOT 6 BLK 23

Address or location of property:

135821

Account number of property:
C4440.04.023.0006.00

Tax receipt number:
OR 17142372

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010	12/22 / 2010	$ 4,941.48	$ 4,941.48
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 4,941.48

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#18

GRANT DVHS FILED LATE

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: GR 9/21-11
9/22/11

sign here ➡ Authorized officer

Date 9/23/11

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 9/20/11

9/20

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	Phone *(area code and number)* (956) 318-2157
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
FLOWERS CHARLES J & ANN H PAYER: CITIMORTGAGE

Present mailing address *(number and street)*
418 WIMBLEDON DR

City, town or post office, state, ZIP code
WESLACO, TX 78596-7731

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): HIDDEN VALLEY PH 1 LT 12 BLK 1

Step 2: Describe the property

Address or location of property:

191432

Account number of property:
H2675.00.001.0012.00

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010	06/23 / 2011	$ 6447.91	$ 6447.91
2.		/ /	$	$
3.		/ /	$	$
4.		/ /	$	$
5. TOTAL		/ /	$	$ 6447.91

Taxpayer's reason for refund *(attach supporting documentation)*: AS PER MRS. FLOWERS SHE IS REPONSILBE FOR THE TAXES NOT CITIMORTGAGE

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature — Date of application for tax refund: 9-1-11

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: FM 9-22-11 9/26/11

sign here — Authorized official — Date: 9/22/11

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date: 9/19/11

[redacted]

9/20

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name (payer)
PEACE & THORNTON PARTNERSHIP COMPOSED &

Present mailing address *(number and street)*
P.O. BOX 184

City, town or post office, state, ZIP code
MCALLEN, TX 78505

Phone *(area code and number)*

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): KELLY PHARR TRACT W10AC-N20AC EXC

2.31AC & EXC 1.28AC US HWY 281 R/O/W LOT 141 6.41AC GR 5.81AC NET

Address or location of property:

202494

Account number of property:

K2400.00.000.0141.01

Tax receipt number:

OR 17879372

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010	01/28 / 2011	$ 16,842.25	$ 5,346.28
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 5,346.28

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#18

WRONG LAND RATE APPLIED

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 9/21-11
R.C. 9/22/11

sign here — Authorized officer

Date 9/23/11

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here

Date 9/20/11

9/20

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
SOLIS JAVIER & MARIA DEL ROSARIO PAID BY: CHASE HOME FINANCE LLC +

Present mailing address *(number and street)*
3605 SAN GERARDO +

City, town or post office, state, ZIP code
MISSION, TX 78572 +

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): LAS PALMAS DEL SOL, SHARYLAND PLANTATION

Step 2: Describe the property

VILLAGE LOT 74

Address or location of property:

616393 +

Account number of property:
L3356.00.000.0074.00 +

OR Tax receipt number:
18510252-18510251

Step 3: Give the tax payment information

	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1.	ALL ENTITIES	2010	4/29 / 11	$ 3705.34	$ 3705.34
2.			/	$	$
3.			/	$	$
4.			/	$	$
5.			/	$ TOTAL	$ 3705.34

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR.

REFUND BACK TO MORTGAGE CO

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ **Signature** LaToyce Edwards

Date of application for tax refund ➡ 8/24/11

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PN) 9-21-11

sign here ➡ Authorized officer — Date: 9/27/11

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date: 8/31/11

9/7

010311 058

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 12/22/2010

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 9-21-11
9/24/11

CORELOGIC
—
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

Account Number M5100-01-000-0001-00 HCAD No. 238409
Legal Description of the Property MISSION MANOR PH 1 UT 1 LOT 1-A UNIT 1 1700 GASTEL CIR OWNER: DEUTSCHE BANK TRUST CO AMERICAS

2010 OVERAGE AMOUNT $4,476.64

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 48: MISSION CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: Corelogic/GMAC	Relationship to Property Owner: Mortgage CO
	Mailing Address: P.O Box 961219	Daytime Telephone Number
	City, State, Zip Code: Ft. Worth, TX 76161-0219	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	Overpaid the account	
	X Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	$4,476.64
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	$4,476.64
Step 5: How should the refund be processed?	Mail to Property Owner	
	X Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. **Please allow 60 days from the time this application is returned to the tax office for the refund to be processed**	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Josh Williams	Date of application: 8-24-11
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By:	Date: 9/27/11
TAX OFFICE USE ONLY:	☒ Approved ☐ Denied By:	Date: 8/31/11

This application must be completed, signed, and submitted with supporting documentation to be valid.

.1.13

9/7

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
CANTU, CARLOS G & BRIGIDA C(PAID BY: JASSO DE GARCIA FAMILY LIMITED PARTNERSHIP)

Present mailing address *(number and street)*
3916 SUNDOWN DRIVE

City, town or post office, state, ZIP code
MCALLEN, TX 78503

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): ORANGEWOOD SOUTH LOT 7

Step 2: Describe the property

Address or location of property:

252389

Account number of property:
O6630.00.000.0007.00

Tax receipt number:
OR 15502307

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	01/26 / 2010	$ 18,445.78	$ 3,024.34
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3,024.34

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#28

SUBMITTED/ENTERED WRONG

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 9/21/11 9/22/11

sign here — Authorized officer — Date 9/23/11

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 9/20/11

9/20

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
CANTU, CARLOS G & BRIGIDA C(PAID BY: JASSO DE GARCIA FAMILY LIMITED PARTNERSHIP)

Present mailing address *(number and street)*
3916 SUNDOWN DRIVE

City, town or post office, state, ZIP code
MCALLEN, TX 78503

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): ORANGEWOOD SOUTH LOT 7

Step 2: Describe the property

Address or location of property:

252389

Account number of property:

O6630.00.000.0007.00

Tax receipt number:

OR 18007970

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010	01/31 / 2011	$ 18,451.30	$ 4,552.01
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 4,552.01 d

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#28

SUBMITTED/ENTERED WRONG

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JOR 9.21.11
L.C 9/22/11

sign here ➡ Authorized officer

Date 9/23/11

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 9/20/11 d

9/20

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
RUSH TRUCK LEASING INC (PAID BY: RUSH ADMINISTRATIVE SERVICES INC)

Present mailing address *(number and street)*
555 IH-35 SOUTH STE 500

City, town or post office, state, ZIP code
NEW BRAUNFELS, TX 78130

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): LEASED VEHICLES AT PSJA SCHOOL & PHARR

Step 2: Describe the property

CITY/ NEW ACCT 2010

Address or location of property:

20826061

Account number of property:

Tax receipt number:

P6400.99.000.0000.M7 OR 18028039

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010	01/31 / 2011	$ 59,186.75	$ 53,849.64
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 53,849.64 d

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#18

SUBMITTED/ENTERED WRONG; GRANTED MILEAGE ALLOCATION

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 9-21-11

sign here ➡ Authorized officer

Date 9/23/11

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 9/20/11 d

9/20

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
CAVAZOS MANUEL & ESMERALDA (PAID BY: CORELOGIC) 4

Present mailing address *(number and street)*
1703 SERENDIPITY DR 4

City, town or post office, state, ZIP code
PALMHURST, TX 78573 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SERENDIPITY LOT 4

Step 2: Describe the property

Address or location of property:

654658 4

Account number of property:

S2510.00.000.0004.00 4

Tax receipt number:

OR 17142618

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010 4	12/22 / 2010	$ 3,403.74 4	$ 3,403.74 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3,403.74 ^

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#18

GRANT DVHS FILED LATE

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 9-21-11
9/22/11

sign here ➡ Authorized officer

Date 9/22/11

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here ➡

Date 9/20/11

9/20

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
CASTELLANO, ENRIQUE J (PAID BY: RIO PROP VENTURES LLC) 4

Present mailing address *(number and street)*
5410 BOX

City, town or post office, state, ZIP code
HIDALGO, TX 78557

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): STEWART TRACT E10ACS-LOT 10 EXC N806.55

Step 2: Describe the property

Address or location of property:

290816 4

Account number of property:

S6250.00.000.0010.00 4

Tax receipt number:

OR 14186062

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008 4	06/30 / 2009	$ 8,629.52 4	$ 7,423.71 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 7,423.71 1

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#34

IMPS DOUBLE ASSESSED W/A1800-00-027-0006-01

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PV) 9-21-11
CR 9/22/11

sign here ➡ Authorized official

Date 9/22/11

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 9/22/11

9/20

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
CASTELLANO, ENRIQUE J (PAID BY: RIO PROP VENTURES LLC) 4

Present mailing address *(number and street)*
5410 BOX

City, town or post office, state, ZIP code
HIDALGO, TX 78557

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): STEWART TRACT E10ACS-LOT 10 EXC N806.55

Step 2: Describe the property

Address or location of property:

290816 4

Account number of property:
S6250.00.000.0010.00 4

Tax receipt number:
OR 16325986

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009 4	05/28 / 2010	$ 9,108.65 4	$ 7,904.92 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 7,904.92 4

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#28

IMPS DOUBLE ASSESSED W/A1800-00-027-0006-01

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 9-21-11

sign here ➡ Authorized officer

Date 9/22/11

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 9/20/11

9/20

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
CASTELLANO ENRIQUE J (PAID BY: RIO PROP VENTURES LLC) 4

Present mailing address *(number and street)*
529 DOUGLAS AVE APT 2

City, town or post office, state, ZIP code
HOLLAND, MI 49424

Phone *(area code and number)*

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): STEWART TRACT E10ACS-LOT 10 EXC N806.55

Address or location of property:

290816 4

Account number of property:

S6250.00.000.0010.00 4

Tax receipt number:

OR 18645082

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010 4	06/29 / 2011	$ 9,520.07 4	$ 8,261.96 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 8,261.96 ^

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#18

IMPS DOUBLE ASSESSED W/A1800-00-027-0006-01

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 9-21-11
9/22/11

sign here ➡ Authorized official

Date 9/22/11

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here ➡

Date 9/20/11

9/20

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
NNN RETAIL EXCHANGE I 2008 LLC (PAID BY: STRIPES LLC) 4

Present mailing address *(number and street)*
450 S ORANGE AVE STE 900 4

City, town or post office, state, ZIP code
ORLANDO, FL 32801 4

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): STRIPES 2232 LOT1

Step 2: Describe the property

Address or location of property:

718821 4

Account number of property:
S6620.00.000.0001.00 4

Tax receipt number:
OR 13621270

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008 4	01/30 / 2009	$ 33,920.64 4	$ 13,915.22 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 13,915.22 ^

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#34

SUBMITTED/ENTERED WRONG

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: (PR) 9-21-11
C 9/22/11

sign here ➡ Authorized officer

Date 9/22/11

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here ➡

Date 9/20/11

9/20

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DG 9/21/11	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
NNN RETAIL EXCHANGE I 2008 LLC (PAID BY: STRIPES LLC) ✱

Present mailing address *(number and street)*
450 S ORANGE AVE STE 900

City, town or post office, state, ZIP code
ORLANDO, FL 32801

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): STRIPES 2232 LOT 1

Step 2: Describe the property

Address or location of property:

718821 ✱

Account number of property:
S6620.00.000.0001.00

Tax receipt number:
OR 15852261

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009 ✱	01/29 / 2010	$ 34,453.47	$ 14,133.81
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 14,133.81 ✱

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#28

SUBMITTED/ENTERED WRONG

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

sign here ➡ Authorized officer

Date 9/23/11

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 9/20/11 ✱

9/20

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DG 9/21/11 & c 9/22/11	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
NNN RETAIL EXCHANGE I 2008 LLC (PAID BY: STRIPES LLC) ✓

Present mailing address *(number and street)*
450 S ORANGE AVE STE 900

City, town or post office, state, ZIP code
ORLANDO, FL 32801

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): STRIPES 2232 LOT 1

Step 2: Describe the property

Address or location of property:

718821 ✓

Account number of property:
S6620.00.000.0001.00

Tax receipt number:
OR 18027826

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010 ✓	01/31 / 2011	$ 32,713.22	$ 13,031.97
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 13,031.97 ✓

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#18

SUBMITTED/ENTERED WRONG

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

sign here ➡ Authorized officer

Date 9/23/11

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* ✓

Date 9/20/11 ✓

9/20

010311272

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 12/22/2010

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 9-21-11

CORELOGIC
--
1 CORELOGIC DR MAIL CODE: 4-5
WESTLAKE , TX 76262

Account Number S6779-00-000-0003-00 HCAD No. 695861
Legal Description of the Property SUGAR CREEK ESTATES LOT 3 1206 FIG AVE OWNER: DEUTSCHE BANK TRUST CO

2010 OVERAGE AMOUNT $7,975.61

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 33: CITY OF PHARR, 43: PHARR,SAN JUAN,ALAMO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: Corelogic/GMAC	Relationship to Property Owner: Mortg Serv Co
	Mailing Address: P.O. BOX 961219	Daytime Telephone Number: 800.229.
	City, State, Zip Code: FT. Worth TX 76161-0219	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation		Overpaid the account
	X	Duplicate payment
		Paid in error (explain)
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	$ 7,975.61
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	$ 7,975.61
Step 5: How should the refund be processed?		Mail to Property Owner
	X	Mail to Payer at address in Step 1
		Transfer this amount to account ____ For tax year ____
		Escrow for next year 's taxes
Step 6: Sign the application form. Unsigned applications will not be processed. **Please allow 60 days from the time this application is returned to the tax office for the refund to be processed**	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE John Wellborn	Date of application: 9-24-11
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By: ____	Date: 9/27/11
TAX OFFICE USE ONLY:	☒ Approved ☐ Denied By: ____	Date: 8/31/11

This application must be completed, signed, and submitted with supporting documentation to be valid.

.1.13

9/7

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DG1 8/21/11 R. 9/22/11	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name CANTU CASIMIRO & JANIA A (PAID BY: BAC TAX SERVICES) ✱	
Present mailing address *(number and street)* P.O. BOX 653	
City, town or post office, state, ZIP code DONNA, TX 78537	Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): TEX-MEX SURVEY S5AC-E20AC LOT 1 BLK 250

Step 2: Describe the property

4.92AC NET

Address or location of property:

296124 ✱

Account number of property: T2100.00.250.0001.00 OR Tax receipt number: 16988784

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010 ✱	12/08 / 2010	$ 3,846.65	$ 3,846.65
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3,846.65 ✱

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#18

GRANT DVHS FILED LATE

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature | Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

sign here ➡ Authorized officer | Date 9/23/11

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* | Date 9/28/11 ✱

9/20

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DG 9/21/11 L. C 9/22/11	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
THOMAS CORBIN /RAY BEATIFICATO (PAID BY: L.A FREIGHT & LOGISTICS) ✓

Present mailing address *(number and street)*
18097 APPLE COLONY RD

City, town or post office, state, ZIP code
TUOLUMNE, CA 95379

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): WEST ADDN. TO SHARYLAND BNG AN IRR TR

Step 2: Describe the property

N120-W110-E180 LT 28-6 0.18AC NET: DELETE 07" R/O/W MILE 2 RD NORTH & HWY 107

Address or location of property:

317187 ✓

Account number of property:
W0100.00.028.0006.10

Tax receipt number:
OR 18472734

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010 ✓	04/21 / 2011	$ 2,548.50	$ 2,548.50
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2,548.50 ✓

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#18

INCL OF PROP - NON-EXISTENT; IMPS TRNS TO W0100.00.028.0006.18; REFERENCE ACCT IS FOR R/O/W MILE 2 RD & HWY 107

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

sign here ➡ Authorized officer

Date 9/23/11

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here ➡

Date 9/20/11 ✓

9/20

AI-28916 **6. A.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Irene Montoya Submitted By: Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to enter into one (1) “Homebuyer Assistance Program” Contract under the Home Program.

BACKGROUND

The applicant below has been found eligible to receive closing cost/down payment assistance under the Homebuyer Assistance Program. Approval is being requested to enter into contract with the following families:

Applicant	Funding Year	Grant Amount	Lender	Legal Description
Yolanda Vega	FY 2010	$10,000	USDA	Lot 19, Villa Del Prado Subdivision, Hidalgo County Texas

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Attachments

Yolanda Vega - Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2011 03:26 PM
Perla Lopez	Perla Lopez	10/05/2011 10:54 AM
Auditor's Office	Angela Garcia	10/05/2011 11:19 AM
Perla Lopez	Perla Lopez	10/05/2011 11:22 AM
Auditor's Office	Arcilia Duran	10/06/2011 03:15 PM

Form Started By: Hilda Bazan Started On: 10/03/2011 08:44 AM

Final Approval Date: 10/06/2011

COUNTY OF HIDALGO
STATE OF TEXAS
URBAN COUNTY PROGRAM
HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this **11th** day of **October,** 2011, between the County of Hidalgo, State of Texas ("County") and ***Yolanda Vega*** .("Owner").

Owner has requested financial assistance from the County to assist Owner with the down payment and/or closing costs to purchase a home in accordance with the requirements of the County's Homebuyer Assistance Program ("Homeowner Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Homeowner Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Homeowner Program is true and correct.

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at**:**
Lot 19, Villa Del Prado Subdivision, Alamo, Hidalgo County Texas more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

4. Owner agrees to comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(a) Qualification as Affordable Housing: Homeownership, as amended.

5. Owner agrees to provide, within ten (10) business days of the final loan closing, the Urban County Program with copies of the Lender's Note, Settlement Statement, Truth-in-Lending Disclosure, Property Deed and Property Insurance.

6. Owner agrees to execute all documents requested by County in order for County to obtain a valid second deed of trust lien on the Property.

7. **OWNER UNDERSTAND AND AGREES THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR: (i) ANY ASPECT OF THE CONSTRUCTION OF THE RESIDENCE ON THE PROPERTY BEING PURCHASED BY OWNER, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK; AND/OR (ii) ANY DEFECTS IN OWNER'S TITLE TO THE PROPERTY.**

8. County agrees to expend $ **10,000.00** ("Homeowner Advance") for the benefit of Owner in connection with Owner's purchase of the Property. The Homeowner Advance will be applied first to Owner's closing costs and any excess funds will be applied to Owner's down payment and to the principal if funds are available.

9. **OWNER AGREES THAT OWNER WILL, FOR A MINIMUM OF FIVE (5) CONSECUTIVE YEARS FOLLOWING OWNER'S PURCHASE OF THE PROPERTY, CONTINUOUSLY USE THE RESIDENCE LOCATED ON THE PROPERTY AS OWNER'S PRINCIPAL RESIDENCE. OWNER AGREES THAT OWNER WILL, ON AN ANNUAL BASIS, EXECUTE SUCH CERTIFICATIONS AS COUNTY MAY REQUIRE TO CONFIRM OWNER'S COMPLIANCE WITH THE REQUIREMENT OF THIS PARAGRAPH 8.**

10. Provided Owner has continuously used the residence located on the Property as Owner's principal residence for five (5) consecutive years after the beginning date used in the Loan Documents, County will forgive Owner's outstanding DPA Funds on the Repayment Date in an amount equal to the DPA Funds.

FAILURE TO REPAY THE DPA FUNDS IN ACCORDANCE WITH THIS DPA CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS, MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.

11. Owner understands and agrees that if Owner sells the Property, within the period of affordability (five (5) years the beginning date used in the Loan Documents), through a voluntary or involuntary transfer, the County will recapture all or a portion of the direct subsidy provided to the homebuyer as provided in this paragraph**.**

The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

(i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;
(ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;
(iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;
(iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and
(v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

12. Owner understands and agrees that: (i) Owner agrees to continuously use the residence located on the property as Owner's principal residence for five (5) consecutive years following the beginning date used in the Loan Documents; and (ii) Owner agrees to honor any of its other obligations to County under the Homebuyer Contract or the Loan Documents; collectively. In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyer Assistance Program Contract then the entire face value of the funds are immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to compliance the entire face value of the funds will be due and payable and will incur a four percent (4%) interest per annum.

13. **THIS HOMEBUYER CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.**

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____

DIANA R. SERNA
DIRECTOR

_____

Yolanda Vega

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **Yolanda Vega** ON THIS **11th** day of **October** , 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **Diana R. Serna** ON THIS _____day of **October** , 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"
To a
Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY: **Lot 19, Villa Del Prado Subdivision, Alamo, Hidalgo County Texas**

Exhibit "B"
To a
Homebuyer Assistance Program Contract

Copy of Earnest Money Contract

AI-28980 **6. B.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Irene Submitted By: Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of one (1) applicant in the City of Alamo and one (1) applicant in the City of Weslaco under the HOME Homeowner Occupied Housing Rehabilitation Program.

BACKGROUND

The following families are being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Maria Elena Rivera Loan 60% -Deferred Loan 40% Reconstruct	AM 05-10-02	Alamo	HOME 2010	All of Lot 67, Laguna Park Subdivision, and addition to the city of Alamo, Hidalgo County
Hortencia R. Cuellar Deferred Loan -Elderly Reconstruct	WE 80-10-05	Weslaco Precinct # 1	HOME 2010	Lot 6, Block 3, Esplanada Subdivision, an addition to the City of Weslaco, Hidalgo County Texas.

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban County Funds

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

BUDGETARY IMPACT:

Utilizing Urban County HOME 2010 funds.

Attachments

Applicant approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 02:38 PM
Perla Lopez	Perla Lopez	10/05/2011 03:24 PM
Auditor's Office	Arcilia Duran	10/06/2011 02:37 PM

Form Started By: Hilda Bazan Started On: 10/05/2011 01:59 PM

Final Approval Date: 10/06/2011

Housing Rehab Program

ENTITY: City of Alamo

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2010

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has met all program requirements for assistance under the Housing Rehabilitation Program as an emergency case. Determination as an emergency case is due to catastrophic loss – home burned. The following is a profile of the family.

Maria E. Rivera

Household Member (s):	3
Household Age (s):	41, daughters 19 & 12
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone C
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$500.00
Debt to Income Ratio:	41%
Pay Back:	Yes – 60% payback & 40 % Deferred
Number of Bedrooms:	3
Square Feet:	1242
Total annual household income:	$ 25,492.64
HUD Income Limits (family of 3):	$ 35,050.00

Existing Dwelling: 3 bedrooms frame home, built in 1980.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of Weslaco

PROJECT: Approval for Assistance under the HOME Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2010

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since June 2009, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project:

Hortencia R. Cuellar

Household Member (s):	1
Household Age (s):	67
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone C
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/S
Pay Back:	No - Deferred Loan- Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 8,328.00
HUD Income Limits (family of 1):	$ 27,250.00

Existing Dwelling: 2 bedrooms frame home, built in 1940.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

AI-28938 **6. C.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Irene Submitted By: Hilda Bazan, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to enter into three (3) “Homebuyer Assistance Program” Contract under the Home Program.

BACKGROUND

The applicants below have been found eligible to receive closing cost/down payment assistance under the Homebuyer Assistance Program. Approval is being requested to enter into contract with the following families:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
Josue Arreazola & Oralia L. Cabrera	FY 2010	$5,000	USDA	Lot 8, Block 1, Pueblo Del Sol Subdivision Phase 2, Weslaco, Hidalgo County Texas
Juanita Loza	FY 2010	$7,500	USDA	Lot 13, Block 8 Original Townsite Alton, Hidalgo County Texas
Celina & Abelino Villarreal	FY 2010	$7,500	USDA	Lot 4, Maier Subdivision, Hidalgo County Texas

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Attachments

Contracts

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 09:48 AM
Perla Lopez	Perla Lopez	10/05/2011 02:18 PM
Auditor's Office	Arcilia Duran	10/06/2011 02:39 PM

Form Started By: Hilda Bazan Started On: 10/04/2011 02:18 PM

Final Approval Date: 10/06/2011

COUNTY OF HIDALGO
STATE OF TEXAS
URBAN COUNTY PROGRAM
HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this **11th** day of **October** 2011, between the County of Hidalgo, State of Texas ("County") and ***Josue Arreazola & Oralia L. Cabrera*** ("Owner").

Owner has requested financial assistance from the County to assist Owner with the down payment and/or closing costs to purchase a home in accordance with the requirements of the County's Homebuyer Assistance Program ("Homeowner Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Homeowner Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Homeowner Program is true and correct.

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at:
Lot 8, Block 1, Pueblo De Sol Subdivision Phase 2, Weslaco HIALGO COUNTY TEXAS more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

4. Owner agrees to comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(a) Qualification as Affordable Housing: Homeownership, as amended.

5. Owner agrees to provide, within ten (10) business days of the final loan closing, the Urban County Program with copies of the Lender's Note, Settlement Statement, Truth-in-Lending Disclosure, Property Deed and Property Insurance.

6. Owner agrees to execute all documents requested by County in order for County to obtain a valid second deed of trust lien on the Property.

7. **OWNER UNDERSTAND AND AGREES THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR: (i) ANY ASPECT OF THE CONSTRUCTION OF THE RESIDENCE ON THE PROPERTY BEING PURCHASED BY OWNER, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK; AND/OR (ii) ANY DEFECTS IN OWNER'S TITLE TO THE PROPERTY.**

8. County agrees to expend **$ 5,000.00** ("Homeowner Advance") for the benefit of Owner in connection with Owner's purchase of the Property. The Homeowner Advance will be applied first to Owner's closing costs and any excess funds will be applied to Owner's down payment and to the principal if funds are available.

9. **OWNER AGREES THAT OWNER WILL, FOR A MINIMUM OF FIVE (5) CONSECUTIVE YEARS FOLLOWING OWNER'S PURCHASE OF THE PROPERTY, CONTINUOUSLY USE THE RESIDENCE LOCATED ON THE PROPERTY AS OWNER'S PRINCIPAL RESIDENCE. OWNER AGREES THAT OWNER WILL, ON AN ANNUAL BASIS, EXECUTE SUCH CERTIFICATIONS AS COUNTY MAY REQUIRE TO CONFIRM OWNER'S COMPLIANCE WITH THE REQUIREMENT OF THIS PARAGRAPH 8.**

10. Provided Owner has continuously used the residence located on the Property as Owner's principal residence for five (5) consecutive years after the beginning date used in the Loan Documents, County will forgive Owner's outstanding DPA Funds on the Repayment Date in an amount equal to the DPA Funds.

FAILURE TO REPAY THE DPA FUNDS IN ACCORDANCE WITH THIS DPA CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS, MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.

11. Owner understands and agrees that if Owner sells the Property, within the period of affordability (five (5) years the beginning date used in the Loan Documents), through a voluntary or involuntary transfer, the County will recapture all or a portion of the direct subsidy provided to the homebuyer as provided in this paragraph.

The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

(i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;
(ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;
(iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;
(iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and
(v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

12. Owner understands and agrees that: (i) Owner agrees to continuously use the residence located on the property as Owner's principal residence for five (5) consecutive years following the beginning date used in the Loan Documents; and (ii) Owner agrees to honor any of its other obligations to County under the Homebuyer Contract or the Loan Documents; collectively. In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyer Assistance Program Contract then the entire face value of the funds are immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to compliance the entire face value of the funds will be due and payable and will incur a four percent (4%) interest per annum.

13. **THIS HOMEBUYER CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.**

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
DIANA R. SERNA
DIRECTOR

_____
Josue Arreazola

_____
Oralia L. Cabrera

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **Josue Arreazola** ON THIS **11th** day of **October,** 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **Oralia L. Cabrera** ON THIS **11th** day of **October,** 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **Diana R. Serna** ON THIS _____ day of **October,** 2011.

_____
NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"
To a
Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY: **Lot 8, Block 1, Pueblo De Sol Subdivision Phase 2, Weslaco, Hidalgo County Texas.**

Exhibit "B"
To a
Homebuyer Assistance Program Contract

Copy of Earnest Money Contract

COUNTY OF HIDALGO
STATE OF TEXAS
URBAN COUNTY PROGRAM
HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this **11th** day of **October, 2011**, between the County of Hidalgo, State of Texas ("County") and ***Juanita Loza*** .("Owner").

Owner has requested financial assistance from the County to assist Owner with the down payment and/or closing costs to purchase a home in accordance with the requirements of the County's Homebuyer Assistance Program ("Homeowner Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Homeowner Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Homeowner Program is true and correct.

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at:
Lot 13, Block 8 Original Townsite, Alton, HIDALGO COUNTY TEXAS more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

4. Owner agrees to comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(a) Qualification as Affordable Housing: Homeownership, as amended.

5. Owner agrees to provide, within ten (10) business days of the final loan closing, the Urban County Program with copies of the Lender's Note, Settlement Statement, Truth-in-Lending Disclosure, Property Deed and Property Insurance.

6. Owner agrees to execute all documents requested by County in order for County to obtain a valid second deed of trust lien on the Property.

7. **OWNER UNDERSTAND AND AGREES THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR: (i) ANY ASPECT OF THE CONSTRUCTION OF THE RESIDENCE ON THE PROPERTY BEING PURCHASED BY OWNER, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK; AND/OR (ii) ANY DEFECTS IN OWNER'S TITLE TO THE PROPERTY.**

8. County agrees to expend $ 7,500.00 ("Homeowner Advance") for the benefit of Owner in connection with Owner's purchase of the Property. The Homeowner Advance will be applied first to Owner's closing costs and any excess funds will be applied to Owner's down payment and to the principal if funds are available.

9. **OWNER AGREES THAT OWNER WILL, FOR A MINIMUM OF FIVE (5) CONSECUTIVE YEARS FOLLOWING OWNER'S PURCHASE OF THE PROPERTY, CONTINUOUSLY USE THE RESIDENCE LOCATED ON THE PROPERTY AS OWNER'S PRINCIPAL RESIDENCE. OWNER AGREES THAT OWNER WILL, ON AN ANNUAL BASIS, EXECUTE SUCH CERTIFICATIONS AS COUNTY MAY REQUIRE TO CONFIRM OWNER'S COMPLIANCE WITH THE REQUIREMENT OF THIS PARAGRAPH 8.**

10. Provided Owner has continuously used the residence located on the Property as Owner's principal residence for five (5) consecutive years after the beginning date used in the Loan Documents, County will forgive Owner's outstanding DPA Funds on the Repayment Date in an amount equal to the DPA Funds.

FAILURE TO REPAY THE DPA FUNDS IN ACCORDANCE WITH THIS DPA CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS, MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.

11. Owner understands and agrees that if Owner sells the Property, within the period of affordability (five (5) years the beginning date used in the Loan Documents), through a voluntary or involuntary transfer, the County will recapture all or a portion of the direct subsidy provided to the homebuyer as provided in this paragraph.

The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

(i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;
(ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;
(iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;
(iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and
(v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

12. Owner understands and agrees that: (i) Owner agrees to continuously use the residence located on the property as Owner's principal residence for five (5) consecutive years following the beginning date used in the Loan Documents; and (ii) Owner agrees to honor any of its other obligations to County under the Homebuyer Contract or the Loan Documents; collectively. In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyer Assistance Program Contract then the entire face value of the funds are immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to compliance the entire face value of the funds will be due and payable and will incur a four percent (4%) interest per annum.

13. **THIS HOMEBUYER CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.**

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____

DIANA R. SERNA
DIRECTOR

_____

Juanita Loza

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **Juanita Loza** ON THIS **11th** day of **October**, 2011.

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **Diana R. Serna** ON THIS _____ day of **October**, 2011.

NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"
To a
Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY: **Lot 13 Block 8 Original Townsite of Alton, Hidalgo County Texas.**

Exhibit "B"
To a
Homebuyer Assistance Program Contract

Copy of Earnest Money Contract

COUNTY OF HIDALGO
STATE OF TEXAS
URBAN COUNTY PROGRAM
HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this **11th** day of **October,** 2011, between the County of Hidalgo, State of Texas ("County") and ***Celina & Abelino Villarreal*** ("Owner").

Owner has requested financial assistance from the County to assist Owner with the down payment and/or closing costs to purchase a home in accordance with the requirements of the County's Homebuyer Assistance Program ("Homeowner Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Homeowner Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Homeowner Program is true and correct.

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at: **Lot 4, Maier Subdivision, Palmview, Hidalgo County Texas** more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

4. Owner agrees to comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(a) Qualification as Affordable Housing: Homeownership, as amended.

5. Owner agrees to provide, within ten (10) business days of the final loan closing, the Urban County Program with copies of the Lender's Note, Settlement Statement, Truth-in-Lending Disclosure, Property Deed and Property Insurance.

6. Owner agrees to execute all documents requested by County in order for County to obtain a valid second deed of trust lien on the Property.

7. **OWNER UNDERSTAND AND AGREES THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR: (i) ANY ASPECT OF THE CONSTRUCTION OF THE RESIDENCE ON THE PROPERTY BEING PURCHASED BY OWNER, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK; AND/OR (II) ANY DEFECTS IN OWNER'S TITLE TO THE PROPERTY.**

8. County agrees to expend **$ 7,500.00** ("Homeowner Advance") for the benefit of Owner in connection with Owner's purchase of the Property. The Homeowner Advance will be applied first to Owner's closing costs and any excess funds will be applied to Owner's down payment and to the principal if funds are available.

9. **OWNER AGREES THAT OWNER WILL, FOR A MINIMUM OF FIVE (5) CONSECUTIVE YEARS FOLLOWING OWNER'S PURCHASE OF THE PROPERTY, CONTINUOUSLY USE THE RESIDENCE LOCATED ON THE PROPERTY AS OWNER'S PRINCIPAL RESIDENCE. OWNER AGREES THAT OWNER WILL, ON AN ANNUAL BASIS, EXECUTE SUCH CERTIFICATIONS AS COUNTY MAY REQUIRE TO CONFIRM OWNER'S COMPLIANCE WITH THE REQUIREMENT OF THIS PARAGRAPH 8.**

10. Provided Owner has continuously used the residence located on the Property as Owner's principal residence for five (5) consecutive years after the beginning date used in the Loan Documents, County will forgive Owner's outstanding DPA Funds on the Repayment Date in an amount equal to the DPA Funds.

FAILURE TO REPAY THE DPA FUNDS IN ACCORDANCE WITH THIS DPA CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS, MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.

11. Owner understands and agrees that if Owner sells the Property, within the period of affordability (five (5) years the beginning date used in the Loan Documents), through a voluntary or involuntary transfer, the County will recapture all or a portion of the direct subsidy provided to the homebuyer as provided in this paragraph.

The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

(i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;
(ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;
(iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;
(iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and
(v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

12. Owner understands and agrees that: (i) Owner agrees to continuously use the residence located on the property as Owner's principal residence for five (5) consecutive years following the beginning date used in the Loan Documents; and (ii) Owner agrees to honor any of its other obligations to County under the Homebuyer Contract or the Loan Documents; collectively. In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyer Assistance Program Contract then the entire face value of the funds are immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to compliance the entire face value of the funds will be due and payable and will incur a four percent (4%) interest per annum.

13. **THIS HOMEBUYER CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.**

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____

DIANA R. SERNA
DIRECTOR

_____

Celina Villarreal

_____

Abelino Villarrea

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **Celina Villarreal** ON THIS 11th day of **October,** 2011.

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **Abelino Villarreal** ON THIS 11th day of **October,** 2011.

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **Diana R. Serna** ON THIS _____ day of **October**, 2011.

NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"
To a
Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY: **Lot 4 Maier Subdivision, Palmview, Hidalgo County Texas**

Exhibit "B"
To a
Homebuyer Assistance Program Contract

Copy of Earnest Money Contract

AI-28925 **7. A.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Monthly collection reports for July and August 2011.

OFFICE	FEES & COST	MONTH
The Hon. Guadalupe Trevino, Hidalgo County Sheriff	$ 90,250.11	July 2011
The Hon. Guadalupe Trevino, Hidalgo County Sheriff	$ 106,072.41	August 2011

BACKGROUND

Attachments

report

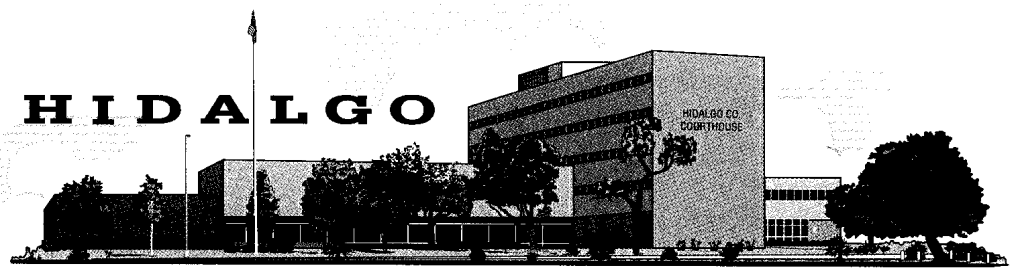
Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2011 10:33 AM
Erika Zamora	Erika Zamora	10/05/2011 09:29 AM
Auditor's Office	Arcilia Duran	10/06/2011 02:14 PM

Form Started By: Maria Medina Started On: 10/04/2011 09:58 AM

Final Approval Date: 10/06/2011

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

October 4, 2011

The Honorable Ramon Garcia
Hidalgo County Judge
County Administration Building, 2nd Floor
100 East Cano
Edinburg, Texas 78539

Dear Judge Garcia:

Please include the attached Monthly Collection Reports on the next Commissioners' Court Agenda:

OFFICE	FEES & COST	MONTH
The Hon. Guadalupe Trevino, Hidalgo County Sheriff	$ 90,250.11	July 2011
The Hon. Guadalupe Trevino, Hidalgo County Sheriff	$ 106,072.41	August 2011

Thank you for your consideration in this matter.

Sincerely,

Ray Eufracio, CPA
Hidalgo County Auditor

Attachments

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

"FEE" MONTHLY REPORT

FOR THE MONTH ENDED July 31, 2011 PBC

Part I: AMOUNT BILLED FOR HOUSING OF PRISONERS & TDCJ

US. Government	Amount		Other Agency	Amount
A. Bureau of Prisons (BOP)	$ 2,704.00	G.		$ -
B. U.S. Marshal (USM)	$ 15,808.00	H.		$ -
C. Immigration & Customs Enforcement (ICE)		I.		$ -
D. Customs & Border Protecion (CBP)-Mcallen		J.		$ -
E. Customs & Border Protecion (CBP)-Hidalgo		K.		$ -
F. Texas Department of Criminal Justice (TDCJ)	$ 5,596.95	L.		$ -

Part II: SUMMARY OF RECEIPT COLLECTION

A. RECEIPTS ISSUED FROM NO.	F185643	TO	F186066	$ 81,878.11
B. RECEIPTS ISSUED FROM NO. (BB Fees)	F184587	TO	F185230	$ 10,725.00
C. Add Interest Earned				$ -
TOTAL CASH COLLECTIONS Rec. Issue Dates	7/1/2011	TO	7/31/2011	$ 92,603.11
Less: Costs on Deposit				$ (5,050.00)
Less: Bail Bond Fee Refunds Check No.'s				$ (90.00)
Less: Tuition Fee Refunds				$ -
Less: Other Refunds				$ (3.00)
Add: Cost Deposits Earned				$ 2,790.00
TOTAL DUE TO THE COUNTY TREASURER				$ 90,250.11

Part III: SUMMARY OF FEE ALLOCATION

FEES RECEIVED FOR HOUSING OF PRISONERS	MONTH	GL NUMBER	AMOUNT
US Marshal (USM)	May-11	1100-342-30-280-000-0-000	$ 11,752.00
Bureau of Prisons (BOP)	May-11	1100-342-30-280-000-0-000	$ 3,068.00
Customs & Border Protection-McAllen (CBP)		1100-342-30-280-000-0-000	$ -
Customs & Border Protection-McAllen (CBP)		1100-342-30-280-000-0-000	$ -
Immigration and Customs Enforcement (ICE)		1100-342-30-280-000-0-000	$ -
Other:		1100-342-30-280-000-0-000	$ -
TELEPHONE COMMISSIONS	MONTH		
A. Evercom		1100-360-00-000-001-0-000	$ -
B. Evercom	Jun-11	1100-360-00-000-001-0-000	$ 25,936.01
FEES RECV'D FOR OFFENDER TRANSPORTATION	MONTH		
A. Texas Department of Criminal Justice		1100-130-03-00-426-0-000	$ 6,772.50
Equitable Sharing Recvd. On Forfeited Property			
A. ICE		1-1228-352-30-280-000-0-000	$ 14,661.64
B. DEA		1-1229-352-30-280-000-0-000	
OVERTIME GRANT REIMBURSEMENT			
A. US MARSHAL		1-1284-126-10-000-013-0-000	$ 663.17
B US MARSHAL		1-1284-126-10-000-013-0-000	$ 805.67
C. DEA		1-1284-126-10-000-012-0-000	$ 1,981.15
TUITION FEES	AMOUNT		
TUITION FEES	$ -	1100-342-11-280-000-0-000	$ -
LESS: REFUNDS	$ -		$ -
BAIL BOND FEES	AMOUNT		
BAIL BOND FEES	$ 10,725.00		
LESS: REFUNDS	$ 90.00	1100-207-20-000-036-0-000	$ 10,635.00
OTHER SHERIFF'S FEES AND COSTS	AMOUNT		
A. Serving Legal Process (Includes Earned Cost Deposits)	$ 7,968.20		
B. Sale of Stray Animals	$ 1,017.77		
C. Offense Reports/Insurance Reports	$ 246.00		
D. Fingerprints	$ 260.00		
E. Clearance Letters/Record checks	$ 285.00		
F. Photo & Video Fees	$ 4.00		
G. Other "Order of Sale"	$ 3,600.00		
H. Miscellaneous	$ 577.00		
I. Misc. (Bank Stop Payment Fee)	$ 20.00		
Total Sheriff Fees (A through I)	$ 13,977.97	1100-342-10-280-001-0-000	
LESS: REFUNDS	$ 3.00		$ 13,974.97
Interest Earned - FOR THE MONTH OF		1100-361-11-000-007-0-000	$ -
TOTAL FEES EARNED AND PAYABLE TO THE COUNTY TREASURER			$ 90,250.11

Part IV: SUMMARY OF REMITTANCES MADE TO THE COUNTY TREASURER

Ck No.	Check Date	Amount
5051	07/11/11	$ 3,186.50
	Direct Deposit-General Fund	$ 6,772.50
5052	07/12/11	$ 663.17
5053	07/12/11	$ 11,752.00
5054	07/12/11	$ 14,661.64
5055	07/12/11	$ 3,068.00
5060	07/15/11	$ 3,804.77
5061	07/26/11	$ 6,120.60
5062	07/26/11	$ 805.67
5063	07/26/11	$ 1,981.15
5066	07/29/11	$ 33,525.11
5067	08/01/11	$ 3,909.00
Total Amount of Remittances to the County Treasurer		$ 90,250.11

CHECK FIGURE:	
TOTAL PART II:	$ 90,250.11
TOTAL PART III:	$ 90,250.11
DIFFERENCE (IF "-") OK	$ -

SUMMARY of Amount Due to Co. Treasurer

TOTAL EARNED FEES	$ 90,250.11
LESS: TOTAL REMITTANCE:	$ 90,250.11

Total Remaining Funds Due to to County Treasurer $ -

Hidalgo County Sheriff (for Designee)

Elisa Arredondo

Elisa Arredondo

This report is due at the County Auditor's Office by the 5th workday following the end of the month.

County Auditor's Form: ARS-S-001 Revised 1/1/06

RECEIVED
AUG 17 2011
HIDALGO COUNTY AUDITOR'S OFFICE

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 8/22/11

"FEE" MONTHLY REPORT

FOR THE MONTH ENDED August 31, 2011 PBC

Part I: AMOUNT BILLED FOR HOUSING OF PRISONERS & TDCJ

US. Government	Amount		Other Agency	Amount
A. Bureau of Prisons (BOP)	$ 2,028.00	G.		$ -
B. U.S. Marshal (USM)	$ 13,260.00	H.		$ -
C. Immigration & Customs Enforcement (ICE)		I.		$ -
D. Customs & Border Protection (CBP)-Mcallen		J.		$ -
E. Customs & Border Protection (CBP)-Hidalgo		K.		$ -
F. Texas Department of Criminal Justice (TDCJ)	$ 5,652.45	L.		$ -

Part II: SUMMARY OF RECEIPT COLLECTION

A. RECEIPTS ISSUED FROM NO.	F186867	TO	F186657	$ 95,867.51
B. RECEIPTS ISSUED FROM NO. (BB Fees)	F185231-F185600	TO	F187001-F187280	$ 11,220.00
C. Add Interest Earned				$ -
TOTAL CASH COLLECTIONS Rec. Issue Dates	8/1/2011	TO	8/31/2011	$ 107,087.51
Less: Costs on Deposit				$ (5,390.00)
Less: Bail Bond Fee Refunds Check No.'s				$ (285.00)
Less: Tuition Fee Refunds				$ -
Less: Other Refunds				$ (270.10)
Add: Cost Deposits Earned				$ 4,930.00
TOTAL DUE TO THE COUNTY TREASURER				$ 106,072.41

Part III: SUMMARY OF FEE ALLOCATION

FEES RECEIVED FOR HOUSING OF PRISONERS	MONTH	GL NUMBER	AMOUNT
US Marshal (USM)	Jun-11	1100-342-30-280-000-0-000	$ 13,728.00
Bureau of Prisons (BOP)	Jun-11	1100-342-30-280-000-0-000	$ 3,432.00
Customs & Border Protection-McAllen (CBP)		1100-342-30-280-000-0-000	$ -
Customs & Border Protection-McAllen (CBP)		1100-342-30-280-000-0-000	$ -
Immigration and Customs Enforcement (ICE)		1100-342-30-280-000-0-000	$ -
Other:		1100-342-30-280-000-0-000	$ -
TELEPHONE COMMISSIONS	MONTH		
A. Evercom		1100-360-00-000-001-0-000	$ -
B. Evercom	Jul-11	1100-360-00-000-001-0-000	$ 27,131.98
FEES RECV'D FOR OFFENDER TRANSPORTATION	MONTH		
A. Texas Department of Criminal Justice		1100-130-03-00-426-0-000	$ 11,363.10 Direct Deposit-General Fund
Equitable Sharing Recvd. On Forfeited Property			
A. ICE		1-1228-352-30-280-000-0-000	
B. DEA		1-1229-352-30-280-000-0-000	$ 1,238.58
C. DEA		1-1229-352-30-280-000-0-000	$ 1,354.52
D. DEA		1-1229-352-30-280-000-0-000	$ 2,812.97
E. DEA		1-1229-352-30-280-000-0-000	$ 559.63
F. DEA		1-1229-352-30-280-000-0-000	$ 698.41
G. DEA		1-1229-352-30-280-000-0-000	$ 837.16
OVERTIME GRANT REIMBURSEMENT			
A. US MARSHAL	Jun-11	1-1284-126-10-000-013-0-000	$ 3,847.50
B. DEA	Jun-11	1-1284-126-10-000-012-0-000	$ 623.98
C. ICE	Jun-11	1-1284-126-10-000-007-0-000	$ 249.59
TUITION FEES	AMOUNT		
TUITION FEES	$ -	1100-342-11-280-000-0-000	$ -
LESS: REFUNDS	$ -		$ -
BAIL BOND FEES	AMOUNT		
BAIL BOND FEES	$ 11,220.00		
LESS: REFUNDS	$ 285.00	1100-207-20-000-036-0-000	$ 10,935.00
OTHER SHERIFF'S FEES AND COSTS	AMOUNT		
A. Serving Legal Process (Includes Earned Cost Deposits)	$ 12,370.80		
B. Sale of Stray Animals	$ 59.69		
C. Offense Reports/Insurance Reports	$ 347.00		
D. Fingerprints	$ 360.00		
E. Clearance Letters/Record checks	$ 525.00		
F. Photo & Video Fees	$ -		
G. Other "Order of Sale"	$ 13,600.00		
H. Miscellaneous	$ 247.60		
I. Misc. (Bank Stop Payment Fee)	$ 20.00		
Total Sheriff Fees (A through I)	$ 27,530.09	1100-342-10-280-001-0-000	
LESS: REFUNDS	$ 270.10		$ 27,259.99
Interest Earned - FOR THE MONTH OF		1100-361-11-000-007-0-000	$ -
TOTAL FEES EARNED AND PAYABLE TO THE COUNTY TREASURER			$ 106,072.41

Part IV: SUMMARY OF REMITTANCES MADE TO THE COUNTY TREASURER

Ck No.	Check Date	Amount
5068	08/08/11	$ 16,999.31
	Direct Deposit-General Fund	$ 11,363.10
5079	08/08/11	$ 3,432.00
5080	08/08/11	$ 13,728.00
5081	08/08/11	$ 249.59
5082	08/15/11	$ 3,839.30
5092	08/19/11	$ 8,416.70
5095	08/26/11	$ 2,732.68
5096	08/29/11	$ 623.98
5097	08/29/11	$ 559.63
5098	08/29/11	$ 698.41
5099	08/29/11	$ 837.16
5100	08/29/11	$ 1,238.58
5101	08/29/11	$ 1,354.52
5102	08/29/11	$ 2,812.97
5103	08/29/11	$ 3,847.50
5104	09/02/11	$ 33,338.98
Total Amount of Remittances to the County Treasurer		$ 106,072.41

CHECK FIGURE:	
TOTAL PART II:	$ 106,072.41
TOTAL PART III:	$ 106,072.41
DIFFERENCE (IF "-") OK	$ -

SUMMARY of Amount Due to Co. Treasurer

TOTAL EARNED FEES	$ 106,072.41
LESS: TOTAL REMITTANCES	$ 106,072.41

Total Remaining Funds Due to County Treasurer $ -

E. Uriegas
Hidalgo County Sheriff (or Designee)

Elsa Arredondo
Elsa Arredondo

This report is due at the County Auditor's Office by the 5th workday following the end of the month.

County Auditor's Form: ARS-S-001 Revised 1/1/06

RECEIVED BY
COUNTY AUDITOR
2011 SEP 15 PM 2:49

AUDITED BY: THE HIDALGO
COUNTY AUDITOR'S OFFICE
DATE: 9.22.11
9/22/11

AI-28949 **8. A.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Flora Vazquez, HEALTH BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Funded Workers' Comp. (2202):
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management in the amount of $80,110.76 for the period of 09/16-30/2011 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice

By Organization

Cerftification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 09:58 AM
Olga Garza	Olga Garza	10/05/2011 02:04 PM
Auditor's Office	Arcilia Duran	10/06/2011 02:05 PM

Form Started By: Flora Vazquez Started On: 10/05/2011 08:51 AM

Final Approval Date: 10/06/2011

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

October 3, 2011

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 88047

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 9/16-9/30/11 (Check#507950-508094) are in accordance with out contact with Hidalgo County Exhibit A, dated July 1st	80,110.76
TOTAL CURRENT CHARGES	$ 80,110.76
Previous Balance Due	$116,790.96

Payments and Credits

09/20/11	Payment received - thank you	65,111.79CR
10/03/11	Payment received - thank you	51,679.17CR
	Total Payments and Credits	$116,790.96CR
	Total Balance Due	$ 80,110.76

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

Custom Payment Total

Hidalgo County WC losses paid 9/16-9/30/11

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total:	26				3,429.18
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total:	246				76,681.58
					Grand Total:	272				80,110.76

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: September 16-30, 2011 .

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)
TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying account in the amount of $ 80,110.76 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 09/16-30/2011

(Check# 507950-508094)

1). Hidalgo County	$ 76,681.58		
2). Hidalgo County Headstart Program	$ 3,429.18		
3). Community Service Agency	$ -		
4). Drainage District #1	$ -	$	80,110.76

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this payment on the Commissioner's Court Agenda of October 11, 2011 .

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:
$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank
(estimate) $ 69,889.24

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure that:

* All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, and Community Service Agency.
* All fees to vendors are appropriate for the type of service provided.
* All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
* All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
* The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Employee Benefits Director — Date: 10/5/2011

Budget Officer — Date: 10/05/2011

Commissioner's Court Approval — Date

AI-28943 **8. B.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Sergio Cruz

Submitted By: Angelica Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval to transfer $672,880.30 to the Hidalgo County Claims Bank Account for Blue Cross Blue Shield Insurance Claims paid for period 09/17/2011 to 09/30/2011.

09/17-23/2011	$257,817.56
09/24-30/2011	$415,062.74
TOTAL	$672,880.30

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

09-17-23-2011

09-24-30-2011

Invoices

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2011 11:51 AM
Olga Garza	Olga Garza	10/05/2011 02:37 PM
Auditor's Office	Arcilia Duran	10/06/2011 05:36 PM

Form Started By: Angelica Tapia Started On: 10/04/2011

Final Approval Date: 10/06/2011

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **09/17/2011 to 09/23/2011**

SECTION		
0001-0011	HIDALGO COUNTY	$174,762.98
0002-0012	HEAD START	$58,881.82
0003-0013	APPRAISAL DISTRICT	$4,487.91
0004-0014	COMMUNITY SERVICE AGENCY	$3,482.75
0005-0015	DRAINAGE DISTRICT NO.1	$3,725.37
0006-0016	RETIREE	$9,274.10
9001-9002	COBRA	$3,202.63
	TOTAL	$257,817.56

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **09/24/2011 to 09/30/2011**

SECTION		
0001-0011	HIDALGO COUNTY	$256,088.50
0002-0012	HEAD START	$44,235.65
0003-0013	APPRAISAL DISTRICT	$15,084.03
0004-0014	COMMUNITY SERVICE AGENCY	$3,741.14
0005-0015	DRAINAGE DISTRICT NO.1	$10,481.97
0006-0016	RETIREE	$15,224.79
9001-9002	COBRA	$70,206.66
	TOTAL	$415,062.74

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 09/17/2011 - 09/23/2011 Process Date: 09/23/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 09/17/2011 - 09/23/2011

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$623,052.46	$174,762.98	$50,218.33	$0.00	$124,544.65	2,281
TX433	01	002	HEAD START	$141,073.75	$58,881.82	$6,498.28	$0.00	$52,383.54	610
TX433	01	003	APPRAISAL DISTRICT	$25,447.13	$4,487.91	$1,730.86	$0.00	$2,757.05	81
TX433	01	004	COMMUNITY SERVICE	$7,971.20	$3,482.75	$1,533.11	$0.00	$1,949.64	42
TX433	01	005	DRAINAGE DISTRICT	$14,397.61	$3,725.37	$1,205.37	$0.00	$2,520.00	91
TX433	01	006	RETIREES	$28,863.29	$9,274.10	$2,295.13	$0.00	$6,978.97	68
TX433	01	007	COBRA	$61.40	$3,202.63	$575.93	$0.00	$2,626.70	29
			STOPLOSS	($12,688.23)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$840,866.84	$257,817.56	$64,057.01	$0.00	$193,760.55	3,202
			STOPLOSS Total	($12,688.23)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$828,178.61	$257,817.56	$64,057.01	$0.00	$193,760.55	3,202

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 09/24/2011 - 09/30/2011 Process Date: 09/30/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 09/24/2011 - 09/30/2011

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$879,140.96	$256,088.50	$36,921.92	$0.00	$219,166.58	2,319
TX433	01	002	HEAD START	$185,309.40	$44,235.65	$5,852.99	$0.00	$38,382.66	526
TX433	01	003	APPRAISAL DISTRICT	$40,531.16	$15,084.03	$5,229.29	$0.00	$9,854.74	111
TX433	01	004	COMMUNITY SERVICE	$11,712.34	$3,741.14	$98.27	$0.00	$3,642.87	34
TX433	01	005	DRAINAGE DISTRICT	$24,879.58	$10,481.97	$3,195.40	$0.00	$7,286.57	152
TX433	01	006	RETIREES	$44,088.08	$15,224.79	$1,809.79	$0.00	$13,415.00	126
TX433	01	007	COBRA	$70,268.06	$70,206.66	$368.60	$0.00	$69,838.06	17
			STOPLOSS	($12,688.23)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$1,255,929.58	$415,062.74	$53,476.26	$0.00	$361,586.48	3,285
			STOPLOSS Total	($12,688.23)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$1,243,241.35	$415,062.74	$53,476.26	$0.00	$361,586.48	3,285

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **September 17, 2011 thru September 30, 2011.**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$672,880.30.**

1). Hidalgo County
2). Hidalgo County Head Start Program
3). Hidalgo County Community Service Agency
4). Hidalgo County Urban County Program
5). Hidalgo County Drainage District No.1
6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 09/17/2011 to 09/30/2011 is $ 672,880.30.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of October 11, 2011.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Head Start Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Flora Vargas — Employee Benefits Manager — 10/4/2011 — Date

Dept. of Budget & Management Budget Officer — 10/05/2011 — Date

Commissioners' Court Approval — Date

AI-29020 **9. A.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Martha Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Right Of Way Department:
Requesting authority to enter into an Equipment-Customer Moves & Relocation Agreement with Xerox thru requisition #203648 in the amount of $365.00. Equipment is to be moved from 2401 N. Moorefield in Mission to 2818 S. Hwy Bus 281 in Edinburg Texas.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-260-001-0-346

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

BUDGETARY IMPACT:

Funds available as of 10/06/11 (refer to Requisition #203648).

Attachments

Xerox

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/06/2011 02:52 PM
Olga Garza	Olga Garza	10/06/2011 04:02 PM
Auditor's Office	Arcilia Duran	10/07/2011 12:05 PM

Form Started By: Tanya Delira Started On: 10/06/2011 02:00 PM

Final Approval Date: 10/07/2011

Requisition

Req # 00203648

PO #

Date: 09/30/11

Bill To: x
x

Vendor : 42129

XEROX CORPORATION
P. O. BOX 7405
PASADENA CA 91109-7405

Ship To: RIGHT OF WAY DEPARTMENT
2401 N. MOOREFIELD RD
MISSION TX 78572

Contact: Becky Gomez
956-283-8134

Contract No:

Special Instructions:
ROW- 58

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	Fee to Relocate Xerox Copy Machine to Edinburg ofc.	365.00	365.00
		Account No	Encumbrance	
		1-1200-431-00-260-001-0-346	365.00	
			Freight	.00
			Total	365.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

EQUIPMENT - CUSTOMER MOVES & RELOCATION AGREEMENT MOVE # 648284

Customer: HIDALGO COUNTY Attention: BECKY GOMEZ

VIA XEROX COORDINATOR : NATOYA WEDDERBURN PHONE 1-800-979-7356 FAX 1-888-217-6333 Quote valid for 30 days.

The following terms and conditions of this agreement apply to all Customers requested moves/relocations of Xerox Equipment "the Equipment" covered by a current Xerox service contract. Via Xerox cannot begin scheduling your move/relocation process until we receive a fax copy of this signed Contract If paying by purchase order, please fax a copy to us along with this signed form. (PO#_____).

Invoice requires purchase order YES ☐ NO ☒ . If YES is checked and you wish to waive this requirement for this move (please initial here_____).

Will Customer Bill To address change YES ☐ NO ☐

Site check required: YES ☐ NO ☐ . A site check is available at an additional cost, contact Via Xerox for pricing.

REMOVAL ADDRESS	DELIVERY ADDRESS
Product Description : W7655P	Serial Number : VDR003047
Customer Name : HIDALGO COUNTY	Customer Name : HIDALGO COUNTY
Address : 2401 N MORREFIELD	Address : 2818 S BUSNZ HWY 281
Room# / Floor / Department :	Room# / Floor / Department :
City / State / Zip Code : MISSION TX 78574	City / State / Zip Code : EDINGBURG TX 78541
Contact Name : BECKY GOMEZ Phone#: 9562838134	Contact Name: BECKY GOMEZ Phone#9562838134
FAX#: 9562838402	FAX# : 9562838402

STANDARD MOVE/RELOCATION TIMES: The following standard move/relocation times are necessary to coordinate Xerox carriers to physically move/relocate the Equipment. **Equipment requiring specialized handling or destined to remote areas may take longer.**

Localized moves within same metropolitan area	MINIMUM of 5 business days
Moves to rural area	MINIMUM of 10 business days
Relocations between metropolitan areas	MINIMUM of 15 business days

DISCLAIMER: Xerox provides only move/relocation services pursuant to the terms and conditions of this Agreement. XEROX DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Xerox's liability for Equipment loss or damage is limited as set forth in the paragraph herein entitled "Limitation of Liability".

CHARGES: Customer shall be responsible for all move/relocation charges actually incurred by Xerox, including but not limited to cartage, disassembly and reassembly charges, additional rigging charges, storage, signed order cancellation, and any required parts and labor. In addition, all Xerox Customer Service Engineer labor associated with removal and reinstallation of the Equipment will be billed separately to Customer at current Xerox Time and Materials labor rates. The estimated transportation cost below does not include, and Customer shall be responsible for, any applicable federal, state, municipal or other governmental taxes, duties, excise taxes, or tariffs.

CUSTOMER SALE OF EQUIPMENT: For Equipment relocations pursuant to Customer sales, Customer shall provide Xerox with a bill of sale or other documents approved by Xerox prior to any move activity.

FORCE MAJEURE: If either party is prevented from fulfilling its obligations hereunder as a result of government actions,regulations,fires,strikes, accidents, war, terrorism or other causes beyond the reasonable control of either party,both parties obligations shall be suspended for a reasonable time during which such conditions exist.

TERMINATION: Either party may terminate this Agreement in the event of material breach by the other party of the terms hereof if such material breach has not been cured within thirty (30) days of written notice of such breach. In the event Customer terminates this Agreement or cancels the services provided hereunder, Customer shall be responsible for any carrier charges incurred by Xerox as a result of such termination or cancellation.

LIMITATION OF LIABILITY: In the event of Equipment loss or damage, Xerox's sole obligation shall be to repair such Equipment or replace, in its discretion and at its option,such Equipment with equipment of an equivalent configuration. Failure by Customer to give notice of any claim (whether discovered or undiscovered)within thirty (30) days from the delivery date shall constitute a waiver by Customer of all claims with respect to such Equipment. The remedy provided herein is Customer's sole and exclusive remedy with respect to such Equipment, and Customer hereby waives direct, consequential, incidental, indirect or special damages.

DISPUTE RESOLUTION: Any claim or dispute which the parties are unable to resolve informally shall be settled by arbitration administered by the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any monetary awards resulting from the arbitration shall be limited in accordance with the provisions of this Agreement, shall be limited to a specific compensatory sum(as opposed to any equitable relief), and may not be appealed.

GOVERNING LAW: This Agreement shall be governed by New York law without regard to its conflict of laws principles.

ENTIRE AGREEMENT: This Agreement is the complete agreement of the parties and supersedes all prior written or oral agreements regarding the Services, including any preprinted terms on Customer's purchase order, which shall be void and of no force and effect. Xerox may accept this Agreement either by its authorized signature or by commencing performance. Xerox may retain reproduction (e.g.electronic image, photocopy, facsimile) of this Agreement and of Customer's purchase order, each of which shall be considered an equivalent of the original document. All the changes to this Agreement must be made in writing signed by both parties. This Agreement may not be assigned by Customer without the prior written consent of Xerox.

ESTIMATED TRANSPORTATION COST:*_$_365_____ ESTIMATED SERVICE COST:*_$0.0_____

REQUESTED MOVE DATE:~~10/03/2011~~ 10/11/11 **ESTIMATED DELIVERY DATE:**~~10/03/2011~~ 10/11/11

**This nonbinding estimate is for planning purposes only.Customer is responsible for all costs actually incurred by Xerox pursuant to paragraph above entitled "charges".*

*** Xerox will use reasonable efforts to meet the requested date, but shall have no liability in the event the requested date cannot be met.*

CUSTOMER ACCEPTANCE:

Signature: _____ **Date:** _____

XEROX ACCEPTANCE:

Signature: _____ **Date:** _____

AI-29016 **9. B.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of payment for various invoices as submitted by HALFF ASSOCIATES, INC., subject to County Auditor's review and processing procedures with authority for County Treasurer to issue payment in connecton to contract #C-10-340-10-19 for: Building Repairs, Alterations and/or Renovations to County Owned Buildings" (on an as needed basis) for projects within Hidalgo County Precinct Number 4, as set forth below:

1. Project:"Elections Warehouse" - WA#1-(PO#660277):
   a. Inv#M153663 - $ 6,900.00 - July 2011
   b. Inv#M154685 - $21,735.00 - August 2011
   c. Inv#M155635 - $ 2,365.00 - September 2011

2. Project:"Courthouse Life Safety-Fire Suppression System" - WA#2-(PO# 662524):
   a. Inv#M153664 - $13,233.00 - July 2011
   b. Inv#M154757 - $13,233.00 - August 2011

BACKGROUND

Invoice#s M153663, M154685 & M155635 - Elections Warehouse Project (WA#1)
Invoice#s M153664 & M154757 - Courthouse Life Safety Project (WA#2)

Contract#C-10-340-10-19-Halff Assoicates Inc.-Pct 4

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-414-00-130-001-0-334

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

BUDGETARY IMPACT:

Item 1:

PO# 660277 Funding available as of 10-7-11

FISCAL YEAR: 2011 ACCT. #: 1-1342-412-00-220-010-0-452

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

BUDGETARY IMPACT:

Available balance as of 10-7-11 $2,365,000

FISCAL YEAR: 2011 ACCT. #: 1-1336-412-00-220-010-0-431

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

BUDGETARY IMPACT:

Available balance as of 10-7-11 $159,404.27

FISCAL YEAR: 2011 ACCT. #: 1-1336-412-00-220-010-0-334

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

BUDGETARY IMPACT:

PO# 662524 available balance as of 10-7-11 $132,330.00

Attachments

Inv#sM155635-M153663-Halff Assoc(Elections Wrhouse)

WA#1-(Elections Wrhouse)Halff Assoc Inc

Inv#sM153664&M154757-Halff Assoc(Crthouse Life Safety-Fire Supp)

WA#2-(Crthouse Life Safety-Fire Supp)Halff Assoc Inc

Contract C-10-340-10-19-Halff Assoc Inc-Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/07/2011 11:38 AM
Budget & Management	Merlen P. Munoz	10/07/2011 11:45 AM
Manuel Chapa	Manuel Chapa	10/07/2011 01:31 PM
Roland Garcia	Rolando Garcia	10/07/2011 02:15 PM
Auditor's Office	Arcilia Duran	10/07/2011 02:23 PM

Form Started By: Letty Saenz Started On: 10/06/2011 10:47 AM

Final Approval Date: 10/07/2011

INVOICE

HALFF

ENGINEERS · ARCHITECTS · SCIENTISTS · PLANNERS · SURVEYORS

REMITTANCE ADDRESS:
P.O. Box 910259
Dallas, TX 75391-0259
www.halff.com

Hidalgo County
c/o Elections Department
101 South 10th Avenue
Edinburg, TX 78539

Attention: Ms. Yvonne Ramon

Invoice Date: 9/27/2011
Invoice #: M155635
Project: 28237
Invoice Group: L1
Client Code HIDAL5

Project Name: Hidalgo Co Precinct #4/ Building Repairs

For Professional Services Rendered through:0 9/18/2011
Re: Engineering Services
Hidalgo County -Elections Warehouse
Edinburg, Tx
Project Name: Elections Warehouse
Work Authorization #: 1

Contract Number: C-10-340-10-19
P. O. #: 660277

** Please contact Maribel Martinez (956-664-0286) with any questions regarding this invoice.

	Contracted Rate Total ($)		Previous Amount	% completed	Current Amount	Total Fee Remaining
Task #	Task / Scope	Budget				
A1	Geotechnical Engineering/Report	$3,000.00	3,000.00	100%	$ -	$0.00
A2	Survey for Design	$2,000.00	2,000.00	100%	$ -	$0.00
A3	Civil Engineering	$5,000.00	4,500.00	100%	$ 500.00	$0.00
A4	Building Envelop and Interiors	$6,000.00	5,685.00	100%	$ 315.00	$0.00
A5	Structural Engineering	$5,500.00	4,950.00	100%	$ 550.00	$0.00
A6	HVAC/Plumbing Engineering	$3,000.00	3,000.00	100%	$ -	$0.00
A7	Electrical Engineering	$5,500.00	5,500.00	100%	$ -	$0.00
	Design Phase Sub-Total ($)	$30,000.00	28,635.00	100%	$ 1,365.00	$0.00
B1	Bid Phase Services					
	Design Phase Sub-Total ($)	$1,000.00	0.00	100%	$ 1,000.00	$0.00
C1	Construction Phase Services					
	Design Phase Sub-Total ($)	$3,500.00	0.00	0%	$ -	$3,500.00
	TOTAL LABOR COSTS	$34,500.00	28,635.00	89%	$ 2,365.00	$3,500.00
	TOTAL EXPENSES	$0.00	0.00	0%	$ -	$ -
	TOTAL LABOR PLUS EXPENSES	**$34,500.00**	**28,635.00**	**89%**	**$ 2,365.00**	**$3,500.00**

Total Fee Earned to Date: $ 31,000.00
Less Previous Billings: $28,635.00
Amount Due this Invoice: $2,365.00

TERMS: DUE UPON RECEIPT

(214) 346-6200

ORIGINAL

(214) 739-0108 Fax

INVOICE

HALFF

ENGINEERS · ARCHITECTS · SCIENTISTS · PLANNERS · SURVEYORS

REMITTANCE ADDRESS:
P.O. Box 910259
Dallas, TX 75391-0259
www.halff.com

Hidalgo County
c/o Elections Department
101 South 10th Avenue
Edinburg, TX 78539

Attention: Ms. Yvonne Ramon

Invoice Date: 8/28/2011
Invoice #: M154685
Project: 28237
Invoice Group: L1
Client Code HIDAL5

Project Name: Hidalgo Co Precinct #4/ Building Repairs

For Professional Services Rendered through: 08/21/2011
Re: Engineering Services
Hidalgo County -Elections Warehouse
Edinburg, Tx
Project Name: Elections Warehouse
Work Authorization #: 1

Contract Number: C-10-340-10-19
P. O. #: 660277

** Please contact Maribel Martinez (956-664-0286) with any questions regarding this invoice.

	Contracted Rate Total ($)		Previous Amount	% completed	Current Amount	Total Fee Remaining
Task #	Task / Scope	Budget				
A1	Geotechnical Engineering/Report	$3,000.00	3,000.00	100%	$ -	$0.00
A2	Survey for Design	$2,000.00	2,000.00	100%	$ -	$0.00
A3	Civil Engineering	$5,000.00	1,000.00	90%	$ 3,500.00	$500.00
A4	Building Envelop and Interiors	$6,000.00	900.00	94.75%	$ 4,785.00	$315.00
A5	Structural Engineering	$5,500.00	0.00	90%	$ 4,950.00	$550.00
A6	HVAC/Plumbing Engineering	$3,000.00	0.00	100%	$ 3,000.00	$0.00
A7	Electrical Engineering	$5,500.00	0.00	100%	$ 5,500.00	$0.00
	Design Phase Sub-Total ($)	$30,000.00	6,900.00		$ 21,735.00	$1,365.00
B1	Bid Phase Services					
	Design Phase Sub-Total ($)	$1,000.00	0.00	0%		$1,000.00
C1	Construction Phase Services					
	Design Phase Sub-Total ($)	$3,500.00	0.00	0%		$3,500.00
	TOTAL LABOR COSTS	$34,500.00	6,900.00	83%	$ 21,735.00	$5,865.00
	TOTAL EXPENSES	$0.00	0.00	0%	$ -	$ -
	TOTAL LABOR PLUS EXPENSES	**$34,500.00**	**6,900.00**	**83%**	**$ 21,735.00**	**$5,865.00**

Total Fee Earned to Date: $ 28,635.00
Less Previous Billings: $6,900.00
Amount Due this Invoice: $21,735.00

TERMS: DUE UPON RECEIPT

(214) 346-6200

ORIGINAL

(214) 739-0108 Fax

INVOICE

HALFF

ENGINEERS · ARCHITECTS · SCIENTISTS · PLANNERS · SURVEYORS

REMITTANCE ADDRESS:
P.O. Box 910259
Dallas, TX 75391-0259
www.halff.com

Hidalgo County
c/o Elections Department
101 South 10th Avenue
Edinburg, TX 78539

Attention: Ms. Yvonne Ramon

Invoice Date: 7/28/2011
Invoice #: M153663
Project: 28237
Invoice Group: L1
Client Code HIDAL5

Project Name: Hidalgo Co Precinct #4/ Building Repairs

For Professional Services Rendered through: 07/17/2011
Re: Engineering Services
Hidalgo County -Elections Warehouse
Edinburg, Tx
Project Name: Elections Warehouse
Work Authorization #: 1

Contract Number: C-10-340-10-19
P. O. #: 660277

** Please contact Maribel Martinez (956-664-0286) with any questions regarding this invoice.

	Contracted Rate Total ($)		Previous Amount	% completed	Current Amount	Total Fee Remaining
Task #	Task / Scope	Budget				
A1	Geotechnical Engineering/Report	$3,000.00	0.00	100%	$ 3,000.00	$ -
A2	Survey for Design	$2,000.00	0.00	100%	$ 2,000.00	$ -
A3	Civil Engineering	$5,000.00	0.00	20%	$ 1,000.00	$ 4,000.00
A4	Building Envelop and Interiors	$6,000.00	0.00	15%	$ 900.00	$ 5,100.00
A5	Structural Engineering	$5,500.00	0.00	0%	$ -	$ 5,500.00
A6	HVAC/Plumbing Engineering	$3,000.00	0.00	0%	$ -	$ 3,000.00
A7	Electrical Engineering	$5,500.00	0.00	0%	$ -	$ 5,500.00
	Design Phase Sub-Total ($)	$30,000.00	0.00		$ 6,900.00	$ 23,100.00
B1	Bid Phase Services					
	Design Phase Sub-Total ($)	$1,000.00	0.00	0%	$ -	$ 1,000.00
C1	Construction Phase Services					
	Design Phase Sub-Total ($)	$3,500.00	0.00	0%	$ -	$ 3,500.00
	TOTAL LABOR COSTS	$34,500.00	0.00	20%	$6,900.00	$27,600.00
	TOTAL EXPENSES	$0.00	0.00	0%	$ -	$ -
	TOTAL LABOR PLUS EXPENSES	**$34,500.00**	**0.00**	**20%**	**$6,900.00**	**$27,600.00**

Total Fee Earned to Date: $6,900.00
Less Previous Billings: $0.00
Amount Due this Invoice: $6,900.00

TERMS: DUE UPON RECEIPT

(214) 346-6200 (214) 739-0108 Fax

ORIGINAL

P.O. #: 660277

Work Authorization #:1

Contract Number: C-10-340-10-19

Halff Associates, Inc.
Fee Schedule
Improvements to Elections Warehouse

		Project Manager	PE/Reg. Arch./RPLS	EIT/SIT/ Arch.	Designer	Const. Admin	CAD Tech	Clerical	Survey Crew (2)	Sub-Consultant	TOTAL (HOURS)	TOTAL ($)
	Contracted Rate	$150	$120	$90	$60	$75	$50	$50	$130			
Task #	Task / Scope											
A1	Geotechnical Engineering/Report									$3,000	0	$3,000
A2	Survey for Design		2				4		12		18	$2,000
A3	Civil Engineering	4	8	24	18		4				58	$5,000
A4	Building Envelop and Interiors	24					40	8			72	$6,000
A5	Structural Engineering									$5,500	0	$5,500
A6	HVAC/Plumbing Engineering	2	9		12		18				41	$3,000
A7	Electrical Engineering	4	12	24			26				66	$5,500
	Design Phase Sub-Total (Hours)	**34**	**31**	**48**	**30**	**0**	**92**	**8**	**12**		**255**	
	Design Phase Sub-Total ($)	**$5,100**	**$3,720**	**$4,320**	**$1,800**	**$0**	**$4,600**	**$400**	**$1,560**	**$8,500**		**$30,000**
B1	Bid Phase Services	6						2			8	$1,000
	Bid Phase Sub-Total (Hours)	**6**	**0**	**0**	**0**	**0**	**0**	**2**	**0**		**8**	
	Design Phase Sub-Total ($)	**$900**	**$0**	**$0**	**$0**	**$0**	**$0**	**$100**	**$0**			**$1,000**
C1	Construction Phase Services	4		2	2	28	4	6			46	
	Construction Phase Sub-Total (Hours)	**4**	**0**	**2**	**2**	**28**	**4**	**6**	**0**		**46**	
	Design Phase Sub-Total ($)	**$600**	**$0**	**$180**	**$120**	**$2,100**	**$200**	**$300**	**$0**			**$3,500**
	TOTAL HOURS (PRIME CONSULTANT)	**44**	**31**	**50**	**32**	**28**	**96**	**16**	**12**		**309**	
	Contracted Rate	$150	$120	$90	$60	$75	$50	$50	$130			
	TOTAL LABOR COSTS	**$6,600**	**$3,720**	**$4,500**	**$1,920**	**$2,100**	**$4,800**	**$800**	**$1,560**			
	TOTAL EXPENSES									**$8,500**		
	TOTAL LABOR PLUS EXPENSES											**$34,500**

HIDALGO COUNTY

Professional Engineering Services

Contract # C-10-340-10-19

Work Authorization Form

WORK AUTHORIZATION No. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, HALFF ASSOCIATES, INC., professional engineers of McALLEN, TEXAS, hereinafter called the "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide A/E design services necessary to produce construction documents for (1) improvements to the existing 3,000 sf cage area on the west side of Elections Warehouse and (2) a new approximately 66' x 40' structure for storage of cages.

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 $34,500.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. 1-1100-414-00-130-001-0-334

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #4,** Commissioner Joseph Palacios and/or Valde Guerra, Executive Officer (P.O.C.) as to content and detail of this **Work Authorization.**

HIDALGO COUNTY PRECINCT # 4

By: Joseph Palacios

Joseph Palacios, Commissioner

HIDALGO COUNTY

By: _____

Valde Guerra, Executive Officer (P.O.C)

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 06\21/2011 as indicated below and effective as of 21 day of June, 2011.

THE ENGINEER:

HALFF ASSOICATES, INC.

By: _____

Menton J. Murray, III, PE, LEED AP

THE OWNER:

HIDALGO COUNTY

By: _____

Hon. Ramon Garcia, County Judge

Approved by Commissioners' Court
on 6-21-11 RG

ATTEST:

By: Arturo Guajardo Jr.

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" – Service to be Provided by the Owner
ATTACHMENT "B" – Services to be Provided by the Engineer
ATTACHMENT "C" – Work Schedule
ATTACHMENT "D" – Cost Proposal

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT "B"

Services to be provided by the Engineer

Halff Associates is pleased to submit this task order proposal under our existing Professional Services Agreement (C-10-340-00-00) with Hidalgo County for Building Repairs and/or Renovations to County Owned Buildings for projects located within Precinct 4. Specifically, this proposal is for the A/E design services necessary to produce construction documents for (1) improvements to the existing 3,000 sf cage area on the west side of the Elections Warehouse and (2) a new approximately 66' x 40' structure for storage of cages. We have been provided with a General Scope of Work for the project identified as Project No: 2011-147-00-00-MSS, Exhibit A. We have also toured the site to refine the scope of work and identify field conditions. In addition to the provided scope of work, a set of restrooms will be required to accommodate the building code requirements for number of occupants associated with the new training room. As such, I understand the following scope of work:

Existing Building:

Building Envelop and Interiors:

1. New roof coating system for entire structure.
2. New roof and wall insulation system for the entire structure.
3. Patch existing wall openings.
4. Install a new wall with a door immediately north of the existing garage door to create an enclosed space for the new shredding area. Provide a new "garage door" at the north wall to facilitate movement of large pallets. Finish of space to be exposed equipment.
5. Install a new wall with a door immediately south of the existing garage door to create an enclosed space for a new training area. Finish to be VCT flooring, sheetrock walls (taped, floated, textured, and painted), and lay-in ceiling.
6. Dimensioned existing floor plan drawings.
7. Plan for the addition of new men's and women's restrooms.

Structural:

1. New foundation slab for the building at a level even with existing building slab.
2. Analysis of existing roof structural supports elements.

HVAC:

1. Calculate and design two HVAC systems for the shredder and training areas, respectively.
2. New exhaust fan for restrooms.

Plumbing

1. Water and sanitary sewer plans for new restrooms.

Electrical:

1. Disconnection of existing warehouse from electrical service at District Court facility to east and design of new AEP service drop for Warehouse.
2. Electrical lighting and power for areas of remodel.
3. Extension of fire alarm system to area of remodel.
4. Raceway provisions for telecommunications system.
5. Extension of intrusion detection system to new doors.
6. Extension of CCTV system by addition of 2-3 fixed view cameras.

New Storage Building:

Structural:

1. Foundation design for the new structure.
2. Performance specification for the new pre-engineered metal building.

HVAC:

1. Ventilation design for the storage building.

Electrical:

1. Electrical lighting and power for storage building.
2. Extension of fire alarm system to storage building.
3. Extension of intrusion detection system to storage building.
4. Extension of CCTV system to storage building

Site:

Civil:

1. Design of grading and drainage improvements to accommodate construction of new building
2. Design of drainage modifications to re-route existing drainage from facility.
3. Determination of outfall location for storm water system

.

Bid Phase Service:

General:

1. Clarification of any items as needed from J.O.C..
2. Evaluation of J.O.C. proposal.

.

Construction Phase Service:

General:

1. Monthly site observations during construction with observation reports.
2. Evaluation of contractor's pay applications.
3. Response to any contractor RFI's.
4. Review of submittals.
5. Final punch list report.
6. Back punch list.

Exclusions:

1. **ADA/TAS registration and fees.**
2. **Telecommunications design.**
3. **Reproduction costs.**

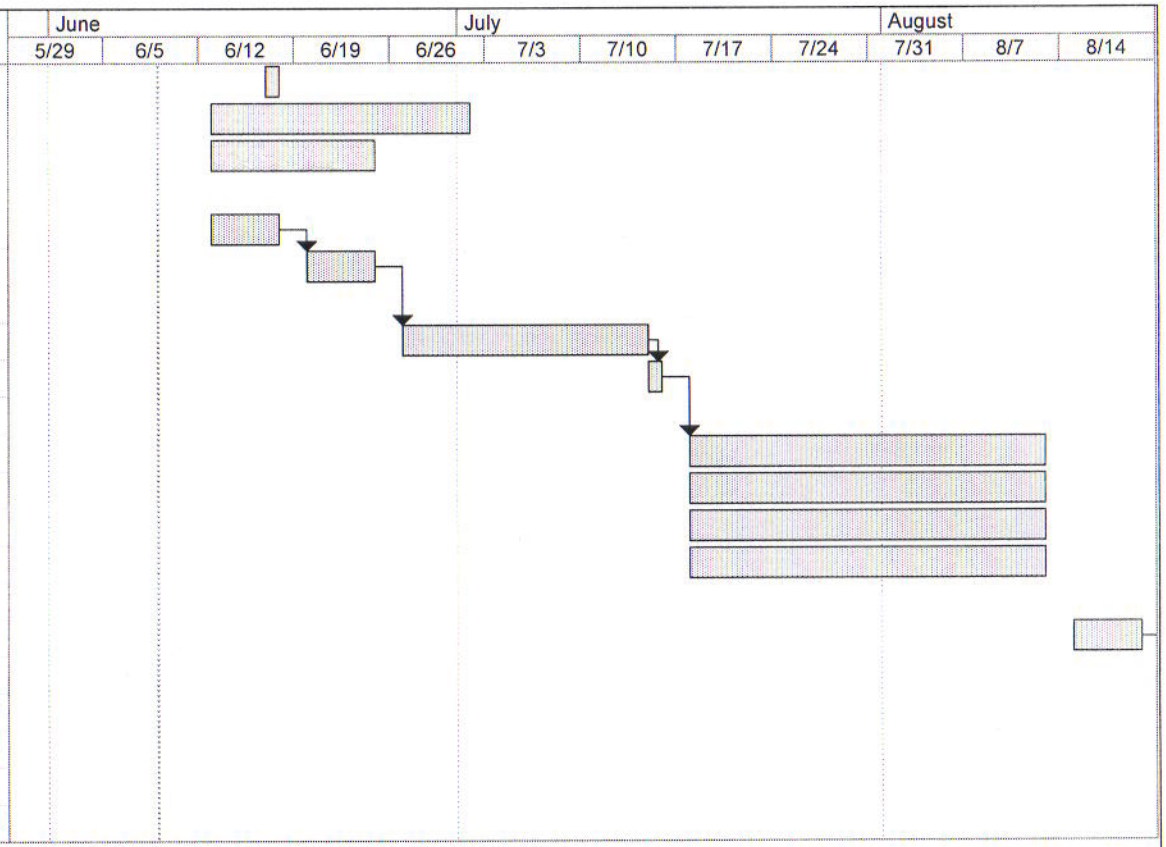
The above listed exclusions can be provided to the County as a reimbursable expense.

EXHIBIT "C"

Work Schedule

See attached Schedule (2 pages)

ID	Task Name	Start	Finish
1	NTP	Fri 6/17/11	Fri 6/17/11
2	Geotechnical Phase	Mon 6/13/11	Fri 7/1/11
3	Site Survey	Mon 6/13/11	Fri 6/24/11
4			
5	Floor Plan Measurements	Mon 6/13/11	Fri 6/17/11
6	Existing Conditions CAD	Mon 6/20/11	Fri 6/24/11
7			
8	New Floor Plan	Mon 6/27/11	Thu 7/14/11
9	Owner Review/Approval	Fri 7/15/11	Fri 7/15/11
10			
11	Civil Engineering	Mon 7/18/11	Fri 8/12/11
12	Building Interiors	Mon 7/18/11	Fri 8/12/11
13	MEP Engineering	Mon 7/18/11	Fri 8/12/11
14	Structural Engineering	Mon 7/18/11	Fri 8/12/11
15			
16	Owner Review/Approval	Mon 8/15/11	Fri 8/19/11
17			
18	Issuance of Plans to JOC	Mon 8/22/11	Mon 8/22/11
19	JOC Pricing and Approval	Tue 8/23/11	Fri 9/16/11
20			
21	Construction Admin	Mon 8/22/11	Fri 12/30/11



Project: Hidalgo Elections Warehouse
Date: Thu 6/9/11

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

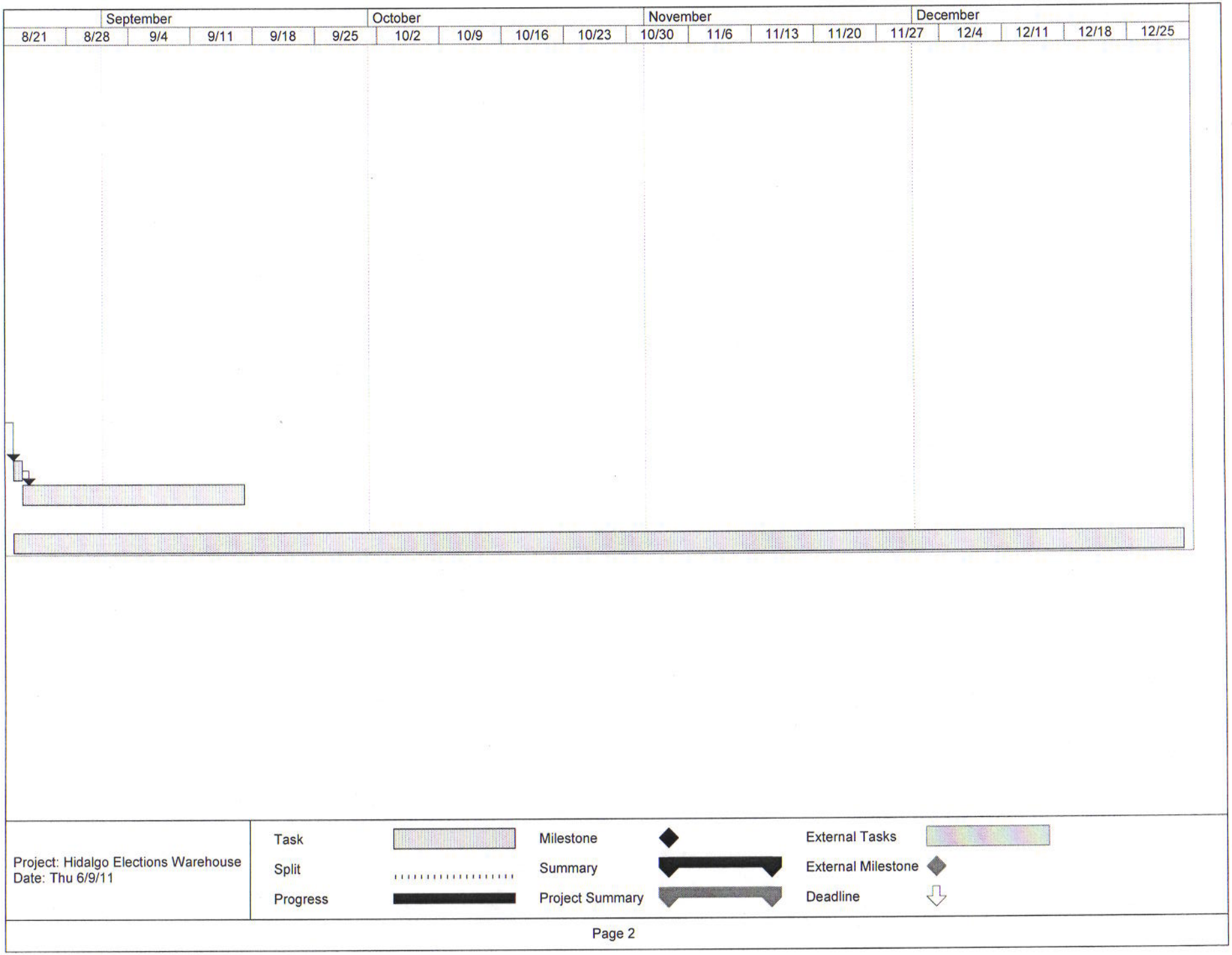

September
October
November
December
8/21
8/28
9/4
9/11
9/18
9/25
10/2
10/9
10/16
10/23
10/30
11/6
11/13
11/20
11/27
12/4
12/11
12/18
12/25
Project: Hidalgo Elections Warehouse
Date: Thu 6/9/11
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

EXHIBIT "D"

COST PROPOSAL

Improvements to Elections Warehouse

Professional Fee:

Geotechnical Report:	$3,000	
Survey for Design (with Topo)	$2,000	
Civil Engineering	$5,000	
Building Envelop and Interiors	$6,000	
Structural Engineering:	$5,500	(See Attached Proposal)
HVAC/Plumbing Engineering	$3,000	
Electrical Engineering	$5,500	
Bid Phase Service	$1,000	
Construction Phase Service	$3,500	
Total Fee (as listed):	**$34,500**	

CLH
ENGINEERING, INC.
TBPE Firm No. 8719

PROPOSAL AGREEMENT (STRUCTURAL)

May 19, 2011

Trey Murray, P.E.
HALFF Associates, Inc.
5000 West Military, Suite 100
McAllen, Texas 78503

Re: Hidalgo County Precinct 4 Elections Building in Edinburg, Texas

Project No.: 11-047

Attn: Mr. Murray

This proposal provides for the performance of professional work for basic services as described in the Scope of Services for an Engineering Fee of:

Structural Engineering Fee = $5,500.00

SCOPE OF SERVICES

The scope of work that this project entails is:

1. Foundation Design for existing Building

2. Roof framing analysis of existing building
3. Foundation and Roof Framing Design for new Building
4. General Notes and Typical details
5. Foundation and Framing details
6. Job-site inspections

NOTE: Owner to provide geotechnical report.

The fees quoted above have been estimated and set to meet the specific requirements for the Structural Design for the above-mentioned project. The Fee is subject to increase if the scope is modified from the original scope description. Any fee increase for additional services will be discussed and mutually agreed upon before commencing any work beyond the basic lump sum fee. Additional services will be charged at the following hourly rates.

Engineer - $ 150.00

Technician - $50.00

Client Approval:

_____
Cloromiro Hinojosa, Jr. P.E. Date

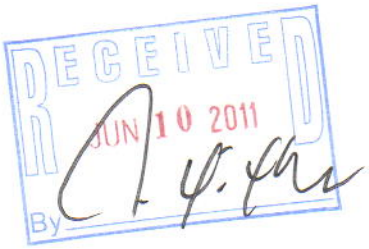
_____
Signature Date

_____
Print Name

CLH Engineering, Inc.
Structural & Civil Engineering
701 S 15th Street. McAllen, Texas 78501
Office (956) 687-5560 Fax (956) 687-5561

HALFF

Friday, June 10, 2011



Hidalgo County Commissioner's Court
100 East Cano, 1st Floor
(Commissioner's Court Room)
Edinburg, Texas 78539

Ref: Work Authorization #01 Elections Warehouse -A/E Design Services necessary to produce Construction Documents for (1) improvements to the existing 3,000 sf cage area on the west side of Elections Warehouse and (2) a new approximately 66' x 40' structure for storage of cages.

Per our Contract C-10-340-10-19, Article 14, Halff Associates request approval to subcontract with CLH Engineering, Inc. for Structural Engineering work related the project listed above in Work Authorization #1. .

A copy of CLH Engineering, Inc. Certificate of Insurance is attached. Halff Associates and CLH Engineering shall adhere to Article 14 as stated in the contract. Should you need any additional information, please do not hesitate to let me know as soon as possible at 956-664-0286.

Sincerely,

Menton J. Murray, III, PE, LEED AP
Vice President/ Branch Manager

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/14/2011

PRODUCER (956)686-8323 FAX (888)512-2080
Bert Whisenant Insurance
816 East Hackberry Avenue
McAllen, TX 78501
Rosie Solis/sb

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED C L H Engineering Inc.
701 S. 15th St.
McAllen, TX 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Hallmark Ins. Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	44PB447449-04	11/29/2010	11/29/2011	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	70723101	06/14/2011	06/14/2012	WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$ 100,000
						E.L. DISEASE - EA EMPLOYEE	$ 100,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Hidalgo is named as an additional insured on Commercial General Liability policy.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
B. R. Whisenant, Jr/SLB B.R. Whisenant, Jr.

©ACORD CORPORATION 1988

Client#: 164917 CLHENGIN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/15/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 7600 B N. Cap of Tx Hwy. #200 Austin, Texas 78731	CONTACT NAME: Debi Wylie PHONE (A/C, No, Ext): 512-651-4159 FAX (A/C, No): 512-467-0113 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED CLH Engineering, Inc. 701 S. 15th Street Mcallen, TX 78501	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : XL Specialty Insurance Company — 37885 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Claims Made Pol.			DPS969418502 Retro:06/04/02	06/04/2011	06/04/2012	$1,000,000 per claim $1,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James E. Zimmerman

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DLWHB

HALFF

Friday, June 10, 2011

Hidalgo County Commissioner's Court
100 East Cano, 1st Floor
(Commissioner's Court Room)
Edinburg, Texas 78539

Ref: Work Authorization #01 Elections Warehouse -A/E Design Services necessary to produce Construction Documents for (1) improvements to the existing 3,000 sf cage area on the west side of Elections Warehouse and (2) a new approximately 66' x 40' structure for storage of cages.

Per our Contract C-10-340-10-19, Article 14, Halff Associates request approval to subcontract with Raba-Kistner Engineering & Consulting for Geotechnical Engineering work related the project listed above in Work Authorization #1. .

A copy of Raba-Kistner Engineering Certificate of Insurance is on file at the county per Leticia Saenz. Halff Associates and Raba-Kistner Engineering shall adhere to Article 14 as stated in the contract. Should you need any additional information, please do not hesitate to let me know as soon as possible at 956-664-0286.

Sincerely,

Menton J. Murray, III, PE, LEED AP
Vice President/ Branch Manager

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/24/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Catto & Catto
217 East Houston Street Suite 100
San Antonio TX 78205-2694

CONTACT NAME: Janet Hajek
PHONE (A/C, No, Ext): 210-222-2161 **FAX (A/C, No):** 210-222-1618
E-MAIL ADDRESS: jhajek@catto.com
PRODUCER CUSTOMER ID #: Manuel Zuniga

INSURED
Raba-Kistner Consultants Inc.
P.O. Box 690287
San Antonio TX 78269-0287

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Guarantee & Liability	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 45081088 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			CPO3994747	10/1/2010	10/1/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CPO3994747	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DEDUCTIBLE X RETENTION $10,000			UMB3994749	10/1/2010	10/1/2011	EACH OCCURRENCE AGGREGATE 	$1,000,000 $1,000,000 $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC3994748	10/1/2010	10/1/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Aldamas I & II, Subdivision.

Certificate Holder is included as Additional Insured with respect to the General Liability and Auto
See Attached...

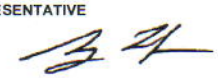
CERTIFICATE HOLDER

County of Hidalgo, TX
100 E. Cano Street
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: Manuel Zuniga

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Catto & Catto	Raba-Kistner Consultants Inc. P.O. Box 690287 San Antonio TX 78269-0287
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Liability policies as required by written contract. Waiver of Subrogation in favor of the Certificate Holder applies to the Workers Compensation policy.

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APPROVED

AI-27040 **22.E.1.**

Work Authorization No. 1 -Halff Associates, Inc. Elections Warehouse Renovations Project

CC REGULAR

Date: 06/21/2011
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Elections

Information

CAPTION

a. Pursuant to Article 14 of the current agreement, Halff Associates is requesting approval to engage the services of a consultant/sub-contractors (CLH Engineering, Inc. and Raba-Kistner) with adherence to insurance provisions required by the article;

b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $34,500.00) as submitted by project engineer, Halff Associates, Inc. for engineering services for "Renovations and Addition to Elections Department Warehouse Located at 317 N. Closner, Edinburg, TX" through Contract #C-10-340-10-19;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-414-00-130-001-0-334
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
available funds in obj. code 334

Attachments

Link: Article 14-C-10-340-10-19
Link: WA#1-HalffAssocInc-C-10-340-10-19(Elections)
Link: Halff-written consent-CLH
Link: Halff-written consent-Raba
Link: contract#C-10-340-10-19-Halff

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Moises Salazar	06/08/2011 05:16 PM	CREATED
1	Purchasing Department	Marty Salazar	06/09/2011 04:01 PM	APRV
2	Budget & Management	Erika Zamora	06/09/2011 04:05 PM	APRV
3	Roland Garcia	Rolando Garcia	06/10/2011 10:41 AM	APRV
4	Purchasing Department	Marty Salazar	06/16/2011 01:55 PM	APRV
5	Auditor's Office			PEND
6	Auditor's Office	Arcilia Duran	06/10/2011 10:02 AM	RTRN
7	Martha Salazar			

Form Started By: Moises Salazar Started On: 06/08/2011 05:16 PM

CC Approved on June 21, 2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
June 21, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** All present
2. **Pledge of Allegiance** All
3. **Prayer**
4. **Approval of Consent Agenda**
5. **Open Forum**
6. **Executive Officer - Valde Guerra:**

A.

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

c/mgn

B. **AI-27125** Authority for Executive Officer to sign the Inspection Response Form from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers for Improvements to Pct. 3 Meeting Hall & Pavilion.

approved

c/mgn

C. **AI-27121** Authority for Executive Officer to sign the Inspection Response Form from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers for Improvements to Sunset Park.

approved

D. **AI-27128** Approval to accept a settlement check from TCLC Enterprises, Inc. in the amount of $235.00 to settle property damages to County vehicle. (Sheriff Office)

approved

E. **AI-27122** Approval to accept a settlement check from GEICO Insurance Company in the amount of $566.75 to settle auto accident with County vehicle. (Sheriff Office)

approved

F. **AI-27154** Environmental Compliance:
1. Presentation and Discussion on the 2005 Raba-Kistner Petroleum Storage Tank Compliance Assessment (Pct. 1, 2, 3, 4, and Sheriff's Department Complex)
2. Discussion, Consideration and Approval on establishing an Environmental Committee with representatives from each Precinct, Executive Officer and appropriate departments to implement EPA/TCEQ required regulatory mechanisms. Martha Mena, Raul Silguero, Norma Ceballos, Marcos Lopez, Yolanda Chapa
3. Discussion, Consideration and Approval to:
   a. compile a county-wide database of above-ground storage tanks (AST) and under-ground storage tanks (UST) through visual inspections and data from Fixed-Assets
   b. Initiate TCEQ compliance permits for all county ASTs, USTs and air burners

all approved

CC Approved on June 21, 2011

CC Approved on June 21, 2011

A. AI-27069 Approval of clarification of salary for one (1) Technician II positon, slot # 200-001-0030 Grade 6 approved by Comm. Court on 07/13/10.

no action

B. **Budget Appropriations:**

1. AI-27078 Pct. #1 R & B (1200):
Approval of 2011 appropriation of funds for Pct. 1 Administration, program #004, & Road Maintenance, program #005, in the amount of $200,500.00 to fund various operating expenditures.

approved

21. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT (S)/CHECK(S).

A. **Hidalgo County**

nothing to report

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:

nothing to report a-c

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

nothing to report

4. AI-27034 a. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extensions with NORMA HERNANDEZ d/b/a CV SERVICES as provided in the current contract for: "Vending Machine Services" for Hidalgo County, under the same rates, terms and conditions (effective: 06/22/11-06/21/12).

no action a-d

b.Discussion and applicable action for Commissioners' Court to entertain the option to offer vendor a payment plan (i.e. promissory note) to collect past due energy reimbursements

c. Other options.

d. Authority to advertise for Vending Machine Services.

e. Option to exercise a 60 day grace period extension as provided under current agreement, with Norma Hernandez d/b/a CV Services.

approved

5. AI-27097

a. Pursuant to Article 14 of the current agreement-C-10-340-10-19, Halff Associates is requesting approval to engage the services of a consultant/sub-contractor (REED Fire Protection Engineering, L.L.C.) with adherence to insurance provisions required by said article;

approved

b. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $135,280.00) as submitted by project engineer, Halff Associates, Inc. to provide engineering servies for Project: "Various Design Services to provide Life Safety Improvements to the Hidalgo County Courthouse (i.e fire alarm & suppression, environmental abatement)"located at 100 N. Closner, Edinburg, Texas, through Contract #C-10-340-10-19.

approved

CC Approved on June 21, 2011

CC Approved on June 21, 2011

3. AI-27163 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services;

approved

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineers for Engineering Services for ("Building and Renovations on an as Needed Basis") for Precinct No. 3 area.

approved

Total Scores	Hinojosa Engineering	Noe Garza Engineering , Inc	Dannenbaum Engineering
Evaluator 1	93	76	85
Evaluator 2	99	85	95
Scores	192	161	180
Average	96	80	90
Ranking	1	3	2

Approved

c. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of Hinojosa for Building and Renovations on an as needed basis in the Precinct 3 area.

C. Pct. 4

1. AI-27085

approved

a. Presentation of sole response received from Modern Technology-Modern Environment for the purposes of Commissioners' Court to designate as "qualified" so as to proceed to the next phase of the process

approved

b. Authority for Purchasing Department to negotiate a professional services contract for: RFQ- "Application and Implementation of TCEQ Incinerator Permit that meets State and Federal Mandates and Licensing and Related Services" with the sole qualified vendor MT-ME

D. Elections Department

1. AI-27040

approved

a. Pursuant to Article 14 of the current agreement, Halff Associates is requesting approval to engage the services of a consultant/sub-contractors (CLH Engineering, Inc. and Raba-Kistner) with adherence to insurance provisions required by the article;

approved

b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $34,500.00) as submitted by project engineer, Halff Associates, Inc. for engineering services for "Renovations and Addition to Elections Department Warehouse Located at 317 N. Closner, Edinburg, TX" through Contract #C-10-340-10-19;

22. Closed Session:

10:46 am

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. AI-27153 C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

E. AI-27114 Civil No. 7:08-cv-195; United States of America v. 0.04 Acres of Land, more or less, situated in Hidalgo County, State of Texas, and Unknown Owners et al

F. AI-27117 Claim of Marin Martinez

G. AI-27118 Claim of Texas Department of Public Safety

H. AI-27171

Claim of Andy Taylor & Associates, P.C. in Re: Cause No. C-3622-10-B; J.J. Garza, et al v. Juan J.J. Pena, et al v. Hidalgo County and Hidalgo County Elections Department, In the 93rd Judicial District Court of Hidalgo County, Texas

CC Approved on June 21, 2011

P.O.#: 662524

Work Authorization #: 2

Contract Number: C-10-340-10-19

Halff Associates, Inc.
Fee Schedule
Life Safety Improvements to Hidalgo County Courthouse

		Project Manager	PE/Reg. Arch./RPLS	EIT/SIT/ Arch.	Designer	Const. Admin	CAD Tech	Clerical	Survey Crew (2)	Sub-Consultant	TOTAL (HOURS)	TOTAL ($)
	Contracted Rate	$150	$120	$90	$60	$75	$50	$50	$130			
Task #	Task / Scope											
A1	Survey for Design	2	2				6		32		42	$5,000
A2	Civil Engineering	1	2	9			16				28	$2,000
A3	Building Envelop and Interiors	16	40	60			108	20			244	$19,000
A4	Structural Engineering	2	10				10				22	$2,000
A5	Electrical Engineering	4	40	80			48				172	$15,000
A6	Life Safety Improvements									$39,840	0	$39,840
A7	Asbestos - Site Survey	2	24	76	72			41			215	$16,390
A8	Asbestos - Design and Monitoring	8	24	72	74			32			210	$16,600
A9	Project Specs and Bid Docs	12	12	4				18			46	$4,500
	Design Phase Sub-Total (Hours)	**47**	**154**	**301**	**146**	**0**	**188**	**111**	**32**		**979**	
	Design Phase Sub-Total ($)	**$7,050**	**$18,480**	**$27,090**	**$8,760**	**$0**	**$9,400**	**$5,550**	**$4,160**	**$39,840**		**$120,330**
B1	Bid Phase Services	12	5	5				3			25	$3,000
	Bid Phase Sub-Total (Hours)	**12**	**5**	**5**	**0**	**0**	**0**	**3**	**0**		**25**	
	Design Phase Sub-Total ($)	**$1,800**	**$600**	**$450**	**$0**	**$0**	**$0**	**$150**	**$0**			**$3,000**
C1	Construction Phase Services	18	8	6		60		6			98	
	Construction Phase Sub-Total (Hours)	**18**	**8**	**6**	**0**	**60**	**0**	**6**	**0**		**98**	
	Design Phase Sub-Total ($)	**$2,700**	**$960**	**$540**	**$0**	**$4,500**	**$0**	**$300**	**$0**			**$9,000**
	TOTAL HOURS (PRIME CONSULTANT)	**77**	**167**	**312**	**146**	**60**	**188**	**120**	**32**		**1102**	
	Contracted Rate	$150	$120	$90	$60	$75	$50	$50	$130			
	TOTAL LABOR COSTS	**$11,550**	**$20,040**	**$28,080**	**$8,760**	**$4,500**	**$9,400**	**$6,000**	**$4,160**			
	TOTAL EXPENSES									**$39,840**		
	TOTAL LABOR PLUS EXPENSES											**$132,330**

INVOICE

HALFF

ENGINEERS · ARCHITECTS · SCIENTISTS · PLANNERS · SURVEYORS

REMITTANCE ADDRESS:
P.O. Box 910259
Dallas, TX 75391-0259
www.halff.com

Hidalgo County Commissioner's Court
2818 South Business 281
Hidalgo County Budget and Management Division
Edinburg, TX 78539

Attention: Mr. Sergio Curz

Invoice Date: 7/28/2011
Invoice #: M153664
Project: 28237
Invoice Group: L2
Client Code HIDAL5

Project Name: Hidalgo Co Precinct #4/ Building Repairs

For Professional Services Rendered through: 07/17/2011
Re: Engineering Services
Hidalgo County -Courthouse Life Safety
Edinburg, Tx
Project Name: Courthouse Life Safety
Work Authorization #: 2

Contract Number: C-10-340-10-19
P. O. #: 662524

** Please contact Maribel Martinez (956-664-0286) with any questions regarding this invoice.

	Contracted Rate Total ($)		Previous Amount	% completed	Current Amount	Total Fee Remaining
Task #	Task / Scope	Budget				
A1	Survey for Design	$5,000.00	$0.00	100%	$ 5,000.00	$0.00
A2	Civil Engineering	$2,000.00	$0.00	0%	$ -	$2,000.00
A3	Building Envelop and Interiors	$19,000.00	$0.00	10%	$ 1,900.00	$17,100.00
A4	Structural Engineering	$2,000.00	$0.00	0%	$ -	$2,000.00
A5	Electrical Engineering	$15,000.00	$0.00	0%	$ -	$15,000.00
A6	Life Safety Improvements	$39,840.00	$0.00	11%	$ 4,331.00	$35,509.00
A7	Asbestos - Site Survey	$16,390.00	$0.00	12%	$ 2,002.00	$14,388.00
A8	Asbestos - Design and Monitoring	$16,600.00	$0.00	0%	$ -	$16,600.00
A9	Project Specs and Bid Docs	$4,500.00	$0.00	0%	$ -	$4,500.00
		$120,330.00	$0.00		$13,233.00	$107,097.00
B1	Bid Phase Services					
	Design Phase Sub-Total ($)	$3,000.00	$0.00	0%	$ -	$3,000.00
C1	Construction Phase Services					
	Design Phase Sub-Total ($)	$9,000.00	$0.00	0%	$ -	$9,000.00
	TOTAL LABOR COSTS	$92,490.00	$0.00	0%	$8,902.00	$83,588.00
	TOTAL EXPENSES	$39,840.00	$0.00	0%	$ 4,331.00	$ 35,509.00
	TOTAL LABOR PLUS EXPENSES	**$132,330.00**	**$0.00**	**10%**	**$13,233.00**	**$119,097.00**

Total Fee Earned to Date: $13,233.00
Less Previous Billings: $0.00
Amount Due this Invoice: $13,233.00

TERMS: DUE UPON RECEIPT

(214) 346-6200

ORIGINAL

(214) 739-0108 Fax

INVOICE

HALFF

ENGINEERS • ARCHITECTS • SCIENTISTS • PLANNERS • SURVEYORS

REMITTANCE ADDRESS:
P.O. Box 910259
Dallas, TX 75391-0259
www.halff.com

Hidalgo County Commissioner's Court
2818 South Business 281
Hidalgo County Budget and Management Division
Edinburg, TX 78539

Attention: Mr. Sergio Curz

Invoice Date: 8/28/2011
Invoice #: M154757
Project: 28237
Invoice Group: L2
Client Code HIDAL5

Project Name: Hidalgo Co Precinct #4/ Building Repairs

For Professional Services Rendered through: 08/20/2011
Re: Engineering Services
Hidalgo County -Courthouse Life Safety
Edinburg, Tx
Project Name: Courthouse Life Safety
Work Authorization #: 2

Contract Number: C-10-340-10-19
P. O. #: 662524

** Please contact Maribel Martinez (956-664-0286) with any questions regarding this invoice.

	Contracted Rate Total ($)		Previous Amount	% completed	Current Amount	Total Fee Remaining
Task #	Task / Scope	Budget				
A1	Survey for Design	$5,000.00	$5,000.00	100%	$ -	$0.00
A2	Civil Engineering	$2,000.00	$0.00	0%	$ -	$2,000.00
A3	Building Envelop and Interiors	$19,000.00	$1,900.00	10%	$ -	$17,100.00
A4	Structural Engineering	$2,000.00	$0.00	0%	$ -	$2,000.00
A5	Electrical Engineering	$15,000.00	$0.00	0%	$ -	$15,000.00
A6	Life Safety Improvements	$39,840.00	$4,331.00	24%	$ 5,401.00	$30,108.00
A7	Asbestos - Site Survey	$16,390.00	$2,002.00	60%	$ 7,832.00	$6,556.00
A8	Asbestos - Design and Monitoring	$16,600.00	$0.00	0%	$ -	$16,600.00
A9	Project Specs and Bid Docs	$4,500.00	$0.00	0%	$ -	$4,500.00
		$120,330.00	$13,233.00		$13,233.00	$93,864.00
B1	Bid Phase Services					
	Design Phase Sub-Total ($)	$3,000.00	$0.00	0%	$ -	$3,000.00
C1	Construction Phase Services					
	Design Phase Sub-Total ($)	$9,000.00	$0.00	0%	$ -	$9,000.00
	TOTAL LABOR COSTS	$92,490.00	$8,902.00	0%	$7,832.00	$75,756.00
	TOTAL EXPENSES	$39,840.00	$4,331.00	0%	$ 5,401.00	$ 30,108.00
	TOTAL LABOR PLUS EXPENSES	**$132,330.00**	**$13,233.00**	**20%**	**$13,233.00**	**$105,864.00**

Total Fee Earned to Date: **$26,466.00**
Less Previous Billings: **$13,233.00**
Amount Due this Invoice: **$13,233.00**

TERMS: DUE UPON RECEIPT

(214) 346-6200 (214) 739-0108 Fax

ORIGINAL

HIDALGO COUNTY

Professional Engineering Services

Contract # C-10-340-10-19

Work Authorization Form

WORK AUTHORIZATION No. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, HALFF ASSOCIATES, INC., professional engineers of McALLEN, TEXAS, hereinafter called the "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Various design services to allow for life safety improvements at the Hidalgo County Courthouse.

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 $132,330.00 This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. 1-1342-412-00-930-010-0-452 / 1-1336-412-00-220-010-0-431

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #4,** Commissioner Joseph Palacios and/or Valde Guerra, Executive Officer (P.O.C.) as to content and detail of this **Work Authorization.**

HIDALGO COUNTY PRECINCT # 4

By: Joseph Palacios

Joseph Palacios, Commissioner

HIDALGO COUNTY

By: _____

Valde Guerra, Executive Officer (P.O.C)

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 06/21/2011 as indicated below and effective as of 21 day of June, 2011.

THE ENGINEER:
HALFF ASSOICATES, INC.

By: _____

Menton J. Murray, III, PE, LEED AP

THE OWNER:
HIDALGO COUNTY

By: _____

Hon. Ramon Garcia, County Judge

Approved by Commissioners' Court on 6-21-11 RG

ATTEST: Arturo Guajardo Jr.

By: _____

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" – Service to be Provided by the Owner
ATTACHMENT "B" – Services to be Provided by the Engineer
ATTACHMENT "C" – Work Schedule
ATTACHMENT "D" – Cost Proposal

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT "B"

Services to be provided by the Engineer

Halff Associates is pleased to submit this task order proposal under our existing Professional Services Agreement (C-10-340-10-19) with Hidalgo County for Building Repairs and/or Renovations to County Owned Buildings for projects located within Precinct 4. Specifically, this proposal is for the A/E design services necessary to produce construction documents for various life safety improvements to the existing Hidalgo County Courthouse facility (including Annex). We have attended two different meetings to discuss the scope of work. We have also toured the site to refine the scope of work and identify field conditions. We have obtained sub-consultant proposals for portions of the work and have included those for your reference. As such, I understand the following scope of work:

Life Safety Improvements – 1 (Refer to Reed FPE Proposal):

1. Design and specification of a new automatic sprinkler system.
2. Design and specification of a new fire alarm system.
3. Life safety egress evaluation and proposed solutions

Life Safety Improvements – 2 (Halff Associates):

1. Design and specification of an emergency fire egress stairway serving the fourth and fifth levels.

Building Envelop and Interiors (Halff Associates):

1. Design of roofing modifications to facilitate fire stair.
2. Design of exterior wall modifications to facilitate fire stair.
3. Design of areas of refuge as required at fire stair.
4. Design of any interior wall systems to accommodate new life safety infrastructure
5. Design of interior finish systems to accommodate new life safety infrastructure.
6. Field measurements and model creation for Annex Building and Sallyport.

Structural (Halff Associates):

1. Design of any new structural elements to accommodate installation of fire stair.

HVAC:

1. None

Plumbing

1. None

Electrical (Halff Associates):

1. Review and assessment of existing electrical service entrance, specifically the normal and emergency branches that serve existing emergency service equipment.
2. Design of new emergency power system to accommodate new fire sprinkler pump and accommodations to modify existing service modification of current emergency service.

Survey (Halff Associates):

1. Topographic survey of the building and adjacent area as defined by Closer Blvd., McIntyre St., 10th St., and Cano St., inclusive of site improvements and utilities.

Civil (Halff Associates):

1. Design of utility improvements and reconstruction of site amenities demolished by installation of new utilities.

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Bid Phase Service:

General:

1. Clarification of any items as needed from Proposers during project bidding.
2. Pre-bid Meeting and walk-through.
3. Evaluation of proposals.

.

Construction Phase Service:

General:

1. Monthly site observations during construction with observation reports.
2. Evaluation of contractor's pay applications.
3. Response to any contractor RFI's.
4. Review of submittals.
5. Final punch list report.
6. Back punch list.

Asbestos-Related Services – Site Survey (Halff Associates):

1. Comprehensive ACM Assessment.

Asbestos-Related Services – Design and Monitoring (Halff Associates):

1. Operations and Maintenance Plan.
2. Asbestos Abatement Plan.
3. Asbestos Abatement Oversight (Air Monitoring).

Exclusions:

1. ADA/TAS registration and fees.
2. Telecommunications design.
3. Reproduction costs.
4. Reed FPE Travel Expenses (Labor is included)
5. Asbestos Notification Fees

The above listed exclusions can be provided to the County as a reimbursable expense.

I look forward to getting this project started. Please let me know if there is anything else needed from me to process a work order for this project. Should you have any questions or concerns, don't' hesitate to contact me.

Attachments:

1. Reed FPE Proposal
2. Halff Internal (Asbestos) Proposals (2)

REED FIRE PROTECTION ENGINEERING

THE EXPERTS IN FIRE/LIFE SAFETY SOLUTIONS

June 3, 2011

Mr. Phillip Applebaum P E
Vice President
Halff Associates Inc.
1201 N Bowser
Richardson, Texas 75081

RE: Fire Protection System Design Services
Hidalgo County Courthouse
Edinburg, Texas

RFPE #2011224(R1)

In accordance with a review of the drawings you provided and conversations with Mr. Trey Murray, we are pleased to provide you with our revised proposal to provide fire protection design services.

The proposal outlines the scope of service necessary to provide construction documents for the new automatic sprinkler systems and replacement of the existing fire alarm systems in the subject building. We have included a review of the life safety issues provided in the report and comments on those. We have added the Annex Building to the scope of services outlined in the proposal.

Please review the attached information and if you have any questions, please call. Return one signed copy to our office and retain one signed copy for your files. We will begin work after we receive the signed copy from your office.

We look forward to working with you to complete this project.

Regards,

Albert W Reed P E
President
Reed Fire Protection Engineering, LLC

REED FIRE PROTECTION ENGINEERING

THE EXPERTS IN FIRE/LIFE SAFETY SOLUTIONS

June 3, 2011

Mr. Phillip Applebaum P E
Vice President
Halff Associates Inc.
1201 N Bowser
Richardson, Texas 75081

RE: Fire Protection System Design Services
Hidalgo County Courthouse
Edinburg, Texas

RFPE #2011224(R1)

It is our understanding that your office requires construction documents for the automatic sprinkler system in to the subject building. The existing building has four (4) areas. Area A is three (3) stories with a basement. Area B is five (5) stories. Area C is two (2) stories. Area D is one story. The original building was constructed in 1959. The courthouse includes an adjacent 8,000 ft^2 Annex Building which is connected to the main building by a covered walk. The building has an older fire alarm system which should be replaced and will require modifications when the monitoring of the sprinkler system is added.

The building has been evaluated by an architecture firm. It's report identifies code violations with life safety systems and means of egress. Your office desires an evaluation of these items to determine alternative solutions.

Your office desires construction documents for the automatic sprinkler system and fire alarm system which are necessary to supervise the automatic sprinkler system.

I. BASIC SERVICES

Reed Fire Protection Engineering (RFPE) and HALFF ASSOCIATES (client) have agreed that RFPE will provide the following services to the client:

AUTOMATIC SPRINKLER SYSTEM

1. Obtain electronic copies in AutoCAD format of the building floor plans,

sections and reflected ceiling plans from your office. Obtain copies of any mechanical, structural, civil, etc. drawings as well.

2. Visit the site in Edinburg, Texas to verify accuracy of existing building floor plans. Gather data and determine locations for sprinklers, pipes, etc. While at the site, obtain water flow data from the City of Edinburg or witness a flow test if necessary.

3. While at the site, observe the condition of the existing fire alarm control panel and verify its capacity to accept the additional supervisory devices for the automatic sprinkler system.

4. Prepare preliminary water supply calculations for the proposed facility. The analysis will determine estimated water supply requirements for the sprinkler systems.

5. Prepare complete construction documents for the automatic sprinkler system. The drawings will include:

   a. Hazard classifications
   b. Water supply information
   c. Riser detail
   d. Pipe routing and sizes
   e. Sprinkler locations and types.
   f. Hydraulic calculations.
   g. Necessary details.
   h. Specifications in CSI format.

6. Meet with the City of Edinburg Fire Department to obtain preliminary approval for our design and obtain their comments. Revise the documents based on comments received.

7. Attend two (2) meetings with your office in McAllen, Texas to review the proposed design and obtain your comments. Revise the drawings based on comments received.

8. Submit one hard copy and one electronic copy of the information to your office for inclusion in the bid package. The drawings will be sealed by a fire protection engineer. **No additional design work will be necessary for a prospective installing contractor to prepare his bid.**

FIRE ALARM SYSTEM

1. Prepare complete construction documents for the modifications to the fire alarm system. The drawings will include:

a. Control panel location.
b. Additional device locations
c. Necessary details.
d. Sequence of operation.
e. Specifications in CSI format.
f. Interfaces to other building systems.
g. Demolition of any existing devices which are not compatible with the new fire alarm system.

2. Submit one hard copy and one electronic copy of the information to your office for inclusion in the submittal to your client. The drawings will be sealed by a fire protection engineer. No additional design work will be necessary for a prospective installing contractor to prepare his bid.

3. Attend meetings and provide drawings in the same manner as in the AUTOMATIC SPRINKLER SYSTEM section.

LIFE SAFETY EVALUATION

1. While conducting the site visit to gather data for the automatic sprinkler and fire alarm system designs, walk through the buildings to identify the life safety items contained in the architect's evaluation report.

2. Prepare a letter and drawings which show the location of the item and any proposed solutions for that item.

3. While attending the meetings for the design of the automatic sprinkler and fire alarm systems, discuss any life safety items which may be included in the project and assist your office with drawing preparation.

CONSTRUCTION PERIOD SERVICES

1. Review the contractor's shop drawings for the automatic sprinkler system and the modifications to the fire alarm system. Prepare letters listing items which require correction. Four (4) reviews are included – two (2) each for the fire alarm and sprinkler systems.

2. Answer RFI's from the installing contractor during construction. Maximum of twelve (12) hours are allocated for this item.

4. During construction, visit the site to observe the progress of the installation. Prepare a letter summarizing progress and listing items which must be corrected.

5. When the installation is substantially complete, visit the site to observe the installation of the automatic sprinkler system. Prepare a punch list letter listing items which must be completed before the system is accepted by the County.

6. When the installation is substantially complete, visit the site to observe the installation of the modifications to the fire alarm system. Witness a functional test of the devices added to the fire alarm system to verify proper operation. Prepare a punch list letter listing items which must be completed before the system is accepted by the County.

II. PROPOSAL ASSUMPTIONS

1. Preparation of the budgetary cost projections are excluded from this proposal.

2. **Drawings and specifications will bear the seal of a registered fire protection engineer.**

3. **Your office will provide contractual conditions for the bid package.**

4. Your office will furnish RFPE with electronic copies of existing floor plans and reflected ceiling plans and copies of mechanical, electrical, structural and civil drawings for our use in preparing our design.

6. Attendance at meetings other than those outlined are excluded.

7. Services not listed in Basic Services above are specifically excluded from the scope of RFPE services. RFPE assumes no responsibility to perform services not listed in Basic Services above.

III. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, calculations, specifications, reports, computer programs, operational and design data and all other documents produced by RFPE in connection with this project shall be confidential. They shall remain the property of RFPE whether the project is completed or not. HALFF ASSOCIATES shall not have or acquire any title to or ownership rights in any of the documents prepared by RFPE.

Once payment in full is received by RFPE in accordance with the PAYMENT section of this agreement, HALFF ASSOCIATES shall be permitted to retain printed copies of the documents for information and reference only. HALFF ASSOCIATES shall not use the documents on any other project, for additions to

this project, for completion of this project by others or for any other purpose for which the documents were not specifically prepared.

HALFF ASSOCIATES shall obtain written consent from RFPE for use of these documents, and shall appropriately compensate RFPE for their use.

IV. CONFIDENTIALITY

Unless compelled by law, including duly issued subpoena or court order, required by government agency or authority, or requested by HALFF ASSOCIATES to do so, RFPE agrees it will not convey to others any proprietary information, knowledge data or property concerning the business or affairs of HALFF ASSOCIATES or its affiliates. RFPE will limit access by its employees to all information referred to above.

Any information, design concept, procedure or material provided by RFPE which RFPE identifies as confidential to HALFF ASSOCIATES shall not be released by HALFF ASSOCIATES or its employees to any other parties under any circumstances.

V. INDEMNITY

HALFF ASSOCIATES shall indemnify and hold RFPE harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees arising out of or resulting from unauthorized use of the documents.

To the fullest extent permitted by law, Reed Fire Protection Engineering (RFPE) agrees to indemnify and hold HALFF ASSOCIATES harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence caused by RFPE in the performance of services outlined in this agreement.

RFPE services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site, or in the same circumstances or conditions. RFPE makes no warranty, express or implied, with respect to the services outlined in this agreement.

VI. PROFESSIONAL FEE

The fee for basic services will be a lump sum as listed below, depending on the scope of service. All fees include reimbursable expenses. The fee for basic services does not include additional services described in this proposal.

(1) AUTOMATIC SPRINKLER SYSTEM –	$23,380.00
(2) FIRE ALARM SYSTEM –	$12,990.00
(3) LIFE SAFETY EVALUATION –	$ 3,470.00
(4) TOTAL FEE -	$39,840.00

All fees include shop drawing review and RFI response.

Since the number of site visits is not known at this time, site visits will be provided at a lump sum fee of $1,495.00 per one day site visit.

VII. REIMBURSABLE EXPENSES

Reimbursable expenses authorized by your office are included in basic services and are in addition to fees for additional services. The following are examples of additional reimbursable expenses:

Automobile mileage at $0.51 per mile
Express delivery and courier service
Travel Expenses
Reproduction Expenses

VIII. ADDITIONAL SERVICES

If agreed to in writing by the client and Reed Fire Protection Engineering, RFPE will provide additional services. Additional services are not included as part of the Scope of Basic Services and shall be paid for by the client in addition to payment for basic services. Payment shall be in accordance with the terms listed in Section IX, Compensation and Payment, or as agreed to in writing by the client and RFPE. Additional Services will be billed at the hourly rates listed below. These services could include additional meetings, additional site visits or changes to the scope of this project.

Additional services will be billed at the hourly rates **listed below**. These services could include additional meetings, additional site visits or changes to the scope of this project.

President	$150.00 per hour
Fire Protection Engineer	$125.00 per hour
Senior Designer	$100.00 per hour
Designer	$ 85.00 per hour
CAD Operator	$ 60.00 per hour
Clerical	$ 50.00 per hour

IX. COMPENSATION AND PAYMENT

As full consideration of the performance of the Scope of Services described here, HALFF ASSOCIATES shall pay Reed Fire Protection Engineering the compensation provided above in accordance with applicable charges and conditions.

Reed Fire Protection Engineering shall submit progress Invoices to HALFF ASSOCIATES showing the services performed during the Invoice period and the charges incurred in the performance of said services. Invoices are to be submitted monthly, or at the end of the project, whichever occurs sooner to

HALFF ASSOCIATES
1201 N Bowser
Richardson, Texas 75081

HALFF ASSOCIATES shall pay the full amount of the invoice within thirty (30) days of receipt of payment for services from HALFF ASSOCIATES client. Full amount of invoice shall be paid in a maximum of sixty (60) days. If, however, HALFF ASSOCIATES objects to all or any portion of the Invoice, HALFF ASSOCIATES shall so notify RFPE in writing of same within ten (10) days from date of receipt of Invoice and shall pay the portion of the Invoice not in dispute within five (5) days of receipt of invoice from client. HALFF ASSOCIATES and RFPE shall immediately make every effort to settle the disputed portion of the Invoice.

X. INSURANCE

A. COVERAGE

During the term of this agreement, RFPE agrees to provide evidence of insurance coverage as shown on the attached Master Insurance Certificate.

RFPE agrees to maintain professional liability insurance for the period of design and construction of this project, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the fire protection engineers practicing in Texas are able to obtain such coverage.

B. WAIVER OF SUBROGATION

RFPE and HALFF ASSOCIATES waive all rights against each other and against the contractors, consultants and employees of the other to the extent that the damages sustained by either party are covered by insurance.

XI. TERMS

A. INVOICES

Invoices will be issued monthly based on services performed during that month. Payment is due within thirty (30) days of invoice date.

If however, HALFF ASSOCIATES objects to all or any portion of the Invoice, HALFF ASSOCIATES shall notify RFPE in writing of same within ten (10) days from date of receipt of Invoice and shall pay the portion of the invoice not in dispute within thirty (30) days of receipt of invoice to RFPE. HALFF ASSOCIATES and RFPE shall immediately make every effort to settle the disputed portion of the Invoice.

B. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits associated with this work, HALFF ASSOCIATES agrees within the extent permitted by law, to limit the liability of RFPE and it's representatives so that total aggregate liability does not exceed **$25,000.00** or the total fee associated with this work, whichever is greater.

C. TERMINATION

In the event of termination of this agreement by either party, HALFF ASSOCIATES shall within fifteen (15) calendar days of termination, pay RFPE for all services rendered and all reimbursable costs incurred up to the date of termination. Payment shall be in accordance with the PAYMENT section of this agreement.

HALFF ASSOCIATES may terminate this agreement without cause by giving RFPE at least seven (7) calendar days written notice.

Either HALFF ASSOCIATES or RFPE may terminate this agreement for cause by giving the other party at least seven (7) calendar days written notice. The agreement may be terminated for any of the following reasons:

a. Failure by the other party to perform in accordance with the terms of this agreement. The failure to perform shall not be caused by actions of the terminating party.

b. Transfer of the project or assignment of this agreement without prior written consent of the other party.
c. Suspension of the project or RFPE's services by HALFF ASSOCIATES for a period of more than ninety (90) calendar days, either consecutively or total during the length of this agreement.
d. Changes in the conditions of this agreement as outlined. These can include changes to the scope of service, changes to the nature of the project, or failure of the parties to agree on the compensation or schedule adjustments necessitated by such changes.

HALFF ASSOCIATES failure to make payment to RFPE in accordance with payment terms of this proposal shall constitute a material breach of this agreement and shall be cause for termination or suspension of services. When full payment is received by RFPE, RFPE shall resume services. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

In the event of any termination that is not requested by RFPE, HALFF ASSOCIATES shall pay RFPE for all expenses incurred by RFPE due to the termination of this agreement. These shall include, but not be limited to, demobilization, reassignment of personnel, associated overhead costs and expenses directly connected to the termination. These payments shall be in addition to payments for services rendered and reimbursable expenses.

D. SUSPENSION OF SERVICES

If services performed by RFPE are suspended by HALFF ASSOCIATES for more than thirty (30) calendar days total during the term of this agreement, RFPE shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice to suspend services. In addition, upon resumption of services, HALFF ASSOCIATES shall compensate RFPE for the expenses incurred for resumption of services. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

Suspension by HALFF ASSOCIATES of the services performed by RFPE for more than ninety (90) days total during the term of this agreement shall allow RFPE to terminate this agreement by giving HALFF ASSOCIATES at least five (5) days written notice. RFPE shall have no liability to HALFF ASSOCIATES, and HALFF ASSOCIATES agrees to make no claim for any delay or damage caused by any breach of this agreement resulting from actions of HALFF ASSOCIATES. Once the reason for the breach which caused services to be suspended is resolved, RFPE shall resume services if full payment for services performed before the suspension has been received. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

E. DISPUTE RESOLUTION

1. MEDIATION

Prior to the initiation of litigation, both parties agree to submit all claims, disputes or controversies resulting from the application, interpretation or enforcement of this agreement to non-binding mediation. Both parties shall agree on the mediator.

The party seeking mediation shall notify the other party in writing. This provision shall survive this agreement, but shall not extend beyond the time allowed for initiation of litigation.

2. LITIGATION

In the event of any litigation arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney fees and all other related expenses resulting from the litigation. In the event of a settlement of the dispute between the parties by mediation, arbitration or other means, the term prevailing party shall be determined in the same manner as if the dispute resulted in litigation.

Litigation between the parties pertaining to acts or failures to act shall accrue. The applicable statute of limitations shall commence to run not later than the following:

a. Date of substantial completion for acts or failures to act occurring prior to that date.
b. Date of receipt of final payment by RFPE for acts or failures to act occurring after substantial completion.
c. Date of substantial completion of RFPE services, if that date occurs prior to substantial completion of the project.

The earliest of the dates listed above shall take precedence.

Everything under this contract will be interpreted under the Laws for the State of Texas.

3. GENERAL

RFPE reserves the right to ask for references and perform credit checks on clients with which RFPE has not previously done business. These checks can include provision of references for both the company and its principal owners.

This proposal is valid for sixty (60) days from the issue date shown on the first page.

To indicate acceptance of this proposal and authorize initiation of services, please sign and return a copy of this proposal.

SUBMITTED BY:

REED FIRE PROTECTION ENGINEERING

ACCEPTED BY:

HALFF ASSOCIATES

HALFF

June 2, 2011
1008-11-7790

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

Re: Proposal to provide an Operations & Maintenance Plan, asbestos specifications and abatement oversight activities for the Hidalgo County Courthouse Annex Building located at addressed 100 North Closner, Edinburg, Texas

Dear Ms. Saenz:

Halff Associates (Halff) is pleased to submit this proposal for asbestos consulting services for the referenced property. The services will include preparation of plans and specifications for asbestos abatement and abatement oversight of the removal of asbestos containing materials (ACM) identified in Terracon Consultants, Inc. February 11, 2009 asbestos survey report for the referenced property. The asbestos abatement will consist of the removal and proper disposal of the ACM that would be impacted by the installation of the proposed fire suppression system. At the time this proposal was prepared, the plans for the proposed fire suppression system were not available for review and all quantities and time have been estimated and could possibly be revised after review of the final installation plans. In addition, an Operations & Maintenance Plan will be developed for the ACM remaining in the facilities. Oversight services include limited asbestos abatement oversight by a licensed asbestos consultant and a project manager/air monitor on-site for the duration of the asbestos abatement activities.

Operations & Maintenance Plan

An Operations & Maintenance Plan (O&M Plan) will developed by Halff detailing a program of work practices to maintain identified ACM in good condition. The O&M Plan will ensure clean up of asbestos fibers previously released, and prevent further release by minimizing and controlling the disturbance and damage of identified ACM.

Asbestos Abatement

The asbestos abatement activities will be performed by others in accordance with the site specific plans and specifications prepared by Halff for the project. Asbestos abatement for the referenced

property will include the removal of the following asbestos containing materials (ACM), which were identified in the asbestos survey:

Hidalgo County Courthouse

- ±250 square feet of resilient floor tile and mastic
- ±250 linear feet of thermal system insulation
- ±100 square feet of roofing material

Annex Building

- ±1,000 square feet of finished sheetrock
- ±250 square feet of resilient floor tile and mastic

Asbestos Abatement Oversight

The licensed asbestos consultant will coordinate with the licensed asbestos project manager to provide oversight of the abatement activities. The licensed asbestos consultant will also prepare a final report, which will include a description of abatement activities, disposal manifests, and results of on-site air monitoring.

The licensed asbestos project manager will be on-site for the duration of the asbestos abatement activities to perform air monitoring, on-site inspections, and to evaluate the work area for compliance with State and Federal asbestos regulations and the abatement design. The project manager will also perform a final visual inspection after the abatement has been completed and conduct clearance testing in accordance with the current Texas Department of State Health Services (TDSHS) regulations. The air samples will be analyzed by Phase Contrast Microscopy (PCM) in accordance with the National Institute of Occupational Safety and Health (NIOSH) Method 7400.

The total costs associated with the above services are estimated not to exceed $31,948.00 and the project will require approximately six weeks (approximately 1 week for abatement activities) to complete. Halff will be compensated for all services on a time and materials basis. Labor will be billed at 2.3 times salary cost and direct costs will be billed at 1.1 times actual cost. We will not incur costs or expenses for services beyond this amount without receiving prior authorization from Hidalgo County officials. A summary of the effort to complete the asbestos survey for the referenced property is presented in Table 1.

TABLE 1
COST ESTIMATE
Professional Services for Abatement specifications/ Oversight
Hidalgo County Courthouse Complex
Edinburg, Texas

Description	Unit Cost	Unit	Quantity	Total Cost
PREPARATION OF PLANS / SPECIFICATIONS / CLOSURE REPORT AND OPERATIONS & MAINTENANCE PLAN				
Consulting Fees				
Project Manager	$ 170	Hour	4	$ 680
Asbestos Consultant	$ 109	Hour	56	$6,104
CAD	$ 80	Hour	12	$ 960
Administrative Assistant	$ 70	Hour	3	$ 210
ODCs	$ 300	Lump	1	$ 300
Subtotal				**$8,254**
OVERSIGHT SERVICES				
Consulting Fees				
Asbestos Consultant	$ 109	Hour	16	$1,744
Asbestos Project Manager	$ 65	Hour	60	$3,900
Travel Expenses – On-Site Project Manager/Consultant	$2,700	Lump	1	$2,700
Subtotal				**$8,344**
Total				**$16,598**

The above proposal is based on the following assumptions:

- The project schedule for abatement is based on six ten hour days.
- Significant changes to the scope of work will not be required.
- ±250 square feet of resilient floor tile and mastic
- ±250 linear feet of thermal system insulation
- ±100 square feet of roofing material
- ±1,000 square feet of finished sheetrock
- ± 250 square feet of resilient floor tile and mastic
- The abatement contractor will be hired directly by Hidalgo County.
- Contractor fees are estimated to be $15,000.00
- TDSHS Notification fees are estimated to be $350.00

We hope that you will find the above satisfactory and we appreciate the opportunity to be of service to you. If I can furnish you with any additional information, please feel free to contact me at (214) 346-6200.
Thank you for your consideration of Halff.

Sincerely,

HALFF ASSOCIATES

Al Brunson

Al Brunson
Licensed Asbestos Consultant No. 105645

HALFF

June 2, 2011
1008-11-7790

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

Re: Proposal to perform a Comprehensive Assessment for Asbestos-Containing Materials for the Hidalgo County Courthouse Complex addressed 100 North Closner, Edinburg, Texas

Dear Ms. Saenz:

Halff Associates (Halff) is pleased to submit the following cost estimate to perform an assessment for Asbestos Containing Materials (ACM) for the above referenced properties. It is understood that the Hidalgo County Courthouse Complex includes the Hidalgo County Courthouse and the Annex Building. This proposal includes the proposed scope of services, project deliverables, and project costs.

Assessment for Asbestos Containing Materials

An asbestos inspector, licensed by the TDSHS, will visually assess the subject property to determine areas likely to contain ACM. Field drawings and photographs will be prepared that detail the location, condition, and quantities of the suspected ACM. Bulk samples of suspected ACM will be collected in accordance with TDSHS sampling protocol. The suspected materials will be analyzed by an asbestos bulk laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), using Polarized Light Microscopy (PLM), in accordance with Environmental Protection Agency (EPA) methodology. The laboratory report will be combined with field notes and observations to determine approximate quantities of ACM present.

Halff's sampling will not include materials such as concrete flooring, wooden or metal doors, and/or hidden inaccessible components. Halff will perform destructive sampling to a certain degree in a reasonable effort to identify suspect ACM. However, hidden materials or materials beyond reasonable access to the inspectors during the site visit (materials beneath carpet, above ceilings, within walls/crawl spaces, etc.) may not be evaluated as part of the survey. Halff will conduct a visual and physical assessment of each identified homogeneous area of suspect ACM to assess the friability and condition of the materials. Building materials identified as concrete, glass, wood, masonry, metal or rubber are not considered suspect ACM and, therefore, will not be sampled. Based on results of the visual observations, bulk samples of suspect materials will be collected from each homogeneous area by a State of Texas Licensed Asbestos Inspector in general conformance with protocols established by EPA regulation 40 CFR 763 (AHERA) and the Texas Asbestos Health Protection Rules.

Asbestos Survey Report

A detailed survey/letter report will be prepared for the structure included in this project, describing the area(s) and condition of the building materials that will be affected. The report will explain the inspection and sampling procedures and discuss the results. The report will include photographs, drawings showing material sample locations, areas, and approximate quantities of materials.

The total costs associated with the above services are estimated not to exceed $16,392.00 and the project will require approximately 30 days (approximately 2 weeks for a verbal report and 2 weeks for a written report) to complete. Halff will be compensated for all services on a time and materials basis. Labor will be billed at 2.3 times salary cost and direct costs will be billed at 1.1 times actual cost. We will not incur costs or expenses for services beyond this amount without receiving prior authorization from Hidalgo County officials. It has been assumed that no more than 250 building material samples will be collected for the analysis of asbestos content. It has also been assumed that an electronic version of the building plans are available and will be provided and that the structures will be accessible for sampling activities and during normal business hours. A summary of the effort to complete the asbestos survey for the referenced property is presented in Table 1.

TABLE 1 - PROJECT COSTS

Hidalgo County Courthouse Complex Edinburg, Texas				
Project Detail	**Project Cost Description**	**Unit Cost**	**Qty**	**Cost**
Asbestos Consultant	Labor, Licensed Consultant to perform asbestos assessment and survey	$109.00/hour	32	$ 3,488
Asbestos Inspector	Labor, Licensed Inspector to perform asbestos assessment and survey	$75.00/hour	32	$ 2,400
Laboratory Analysis	Asbestos – Laboratory analysis of bulk samples for asbestos content by PLM (24hr TAT)	$11.00/Sample	250	$ 2,750
Asbestos Report	Licensed Asbestos Consultant CAD Administrative Assistant	$109/hour $80/hour $50/hour	24 24 4	$ 2,616 $ 1,920 $ 200
Travel Expense	Airfare, Lodging, Transportation	Lump		$ 2,178
ODCs		Lump	1	$ 500
Project Manager		$170/hour	2	$ 340
			TOTAL	**$ 16,392**

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services

provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

We hope that you will find the above satisfactory and we appreciate the opportunity to be of service to you.

Halff is a multi-disciplinary engineering firm providing a wide range of services including civil and environmental engineering, planning, and surveying. If I can furnish you with any additional information, please feel free to contact me at (214) 346-6200.

Thank you for your consideration of Halff.

Sincerely,

HALFF ASSOCIATES, INC.

Al Brunson
Environmental Scientist
Asbestos Consultant No. 105645

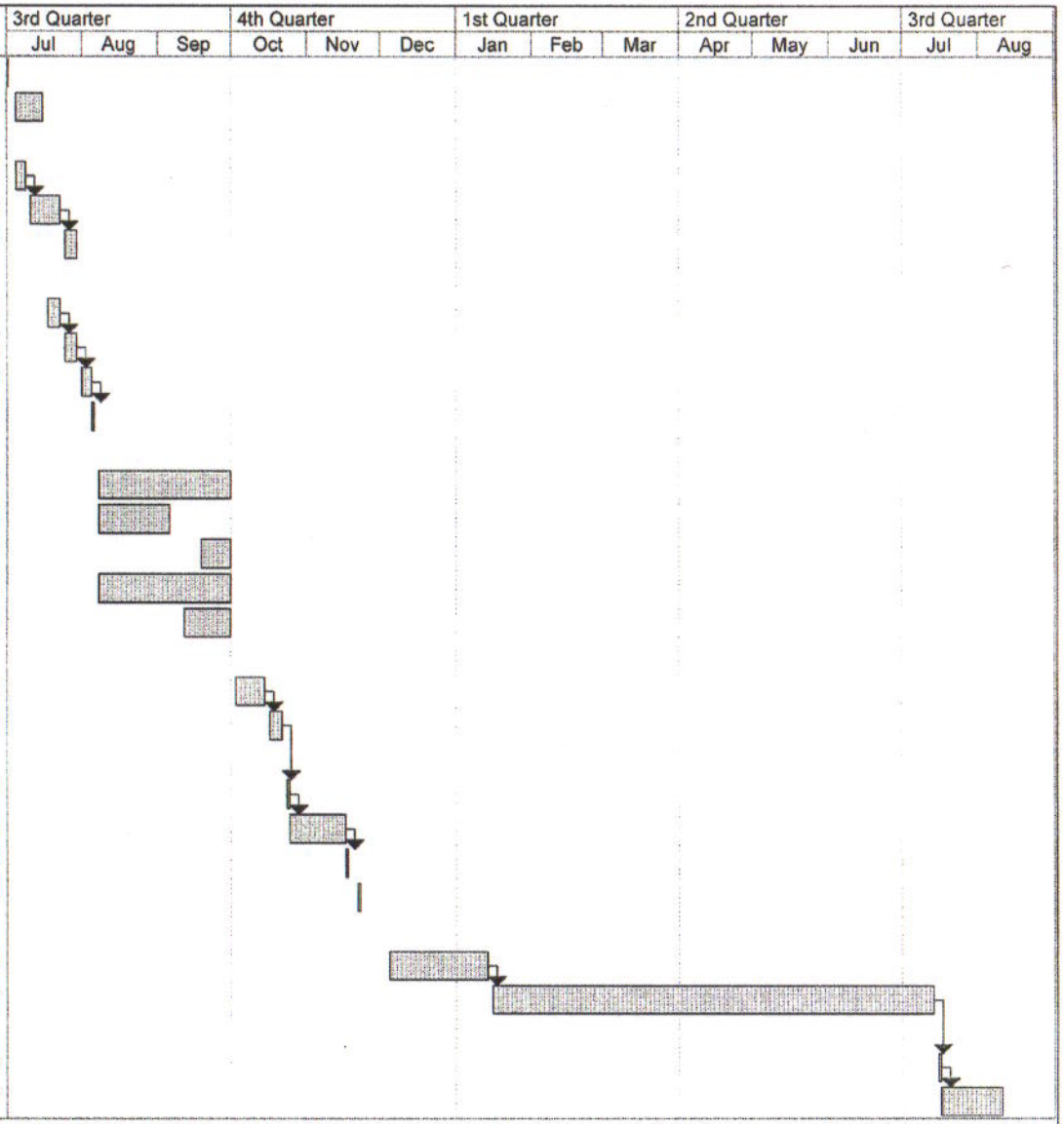
Authorized by: _____ **Date:**_____

EXHIBIT "C"

Work Schedule

See attached

ID	Task Name	Start	Finish
1	NTP	Fri 7/1/11	Fri 7/1/11
2	Site Survey	Tue 7/5/11	Fri 7/15/11
3			
4	Asbestos Fieldwork	Tue 7/5/11	Fri 7/8/11
5	Asbestos Sample Analysis	Mon 7/11/11	Fri 7/22/11
6	Asbestos Survey Report	Mon 7/25/11	Fri 7/29/11
7			
8	Floor Plan Measurements	Mon 7/18/11	Fri 7/22/11
9	Existing Conditions CAD	Mon 7/25/11	Fri 7/29/11
10	Life Safety Inspection	Mon 8/1/11	Thu 8/4/11
11	Owner Progress Review	Fri 8/5/11	Fri 8/5/11
12			
13	Fire SprinklerAlarm Design	Mon 8/8/11	Fri 9/30/11
14	Egress Improvements	Mon 8/8/11	Mon 9/5/11
15	Civil Engineering	Mon 9/19/11	Fri 9/30/11
16	Building Interiors/Fire Stair	Mon 8/8/11	Fri 9/30/11
17	Electrical Engineering	Mon 9/12/11	Fri 9/30/11
18			
19	Asb. Abatement Plans/Specs	Mon 10/3/11	Fri 10/14/11
20	Owner Review/Approval	Mon 10/17/11	Fri 10/21/11
21			
22	Issuance of Plans for Bid	Mon 10/24/11	Mon 10/24/11
23	Proposal Phase	Tue 10/25/11	Wed 11/16/11
24	Receipt of Proposals	Thu 11/17/11	Thu 11/17/11
25	Construction Award	Tue 11/22/11	Tue 11/22/11
26			
27	Abatement and Monitoring	Mon 12/5/11	Fri 1/13/12
28	Construction	Mon 1/16/12	Fri 7/13/12
29			
30	Substantial Completion	Mon 7/16/12	Mon 7/16/12
31	Final Completion	Tue 7/17/12	Fri 8/10/12



Project: HidalgoCourthouseSchedule
Date: Mon 6/13/11

Task
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Progress
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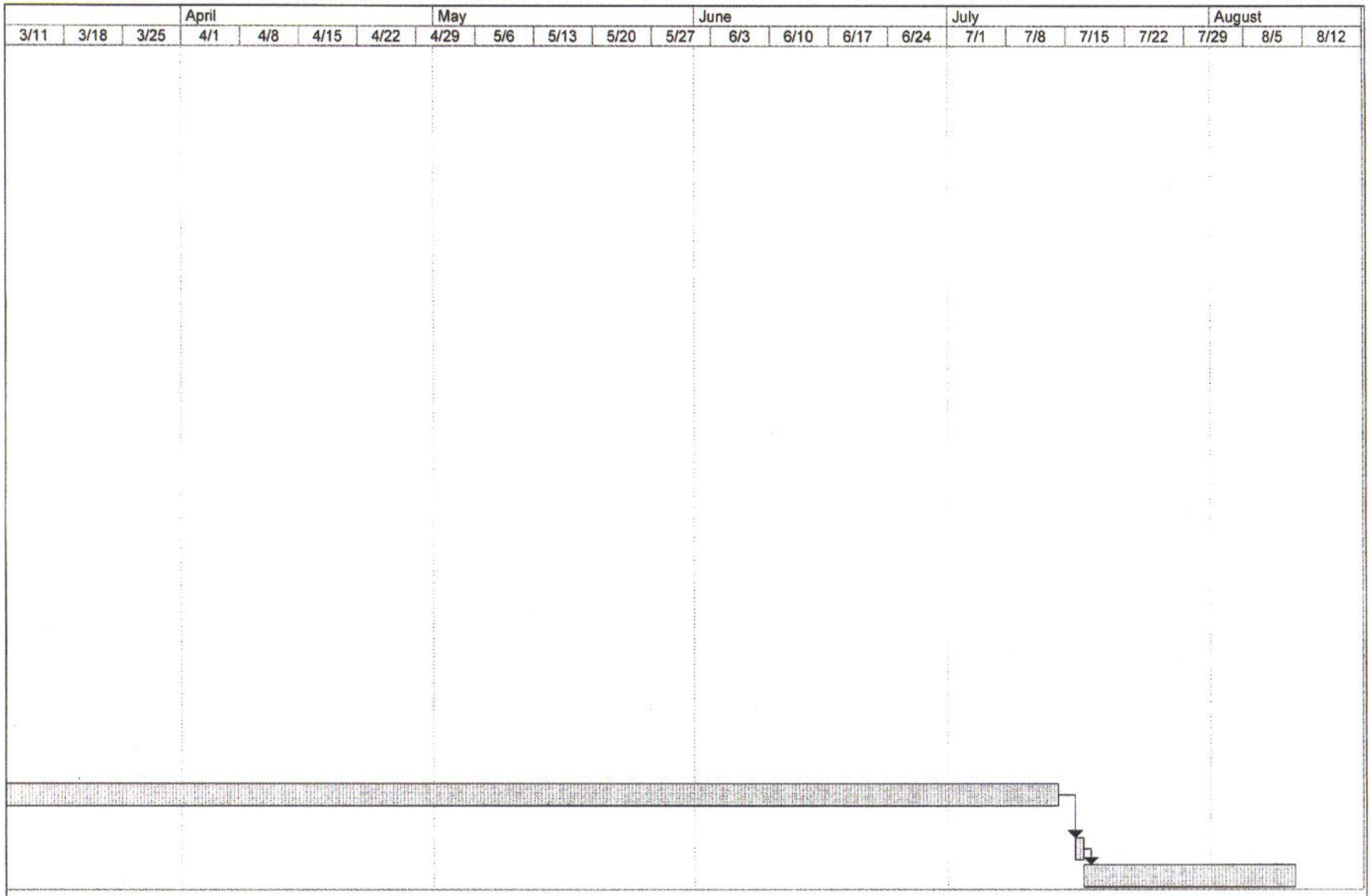
Summary
Project Summary
External Tasks
External Milestone
Deadline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Date: Mon 6/13/11
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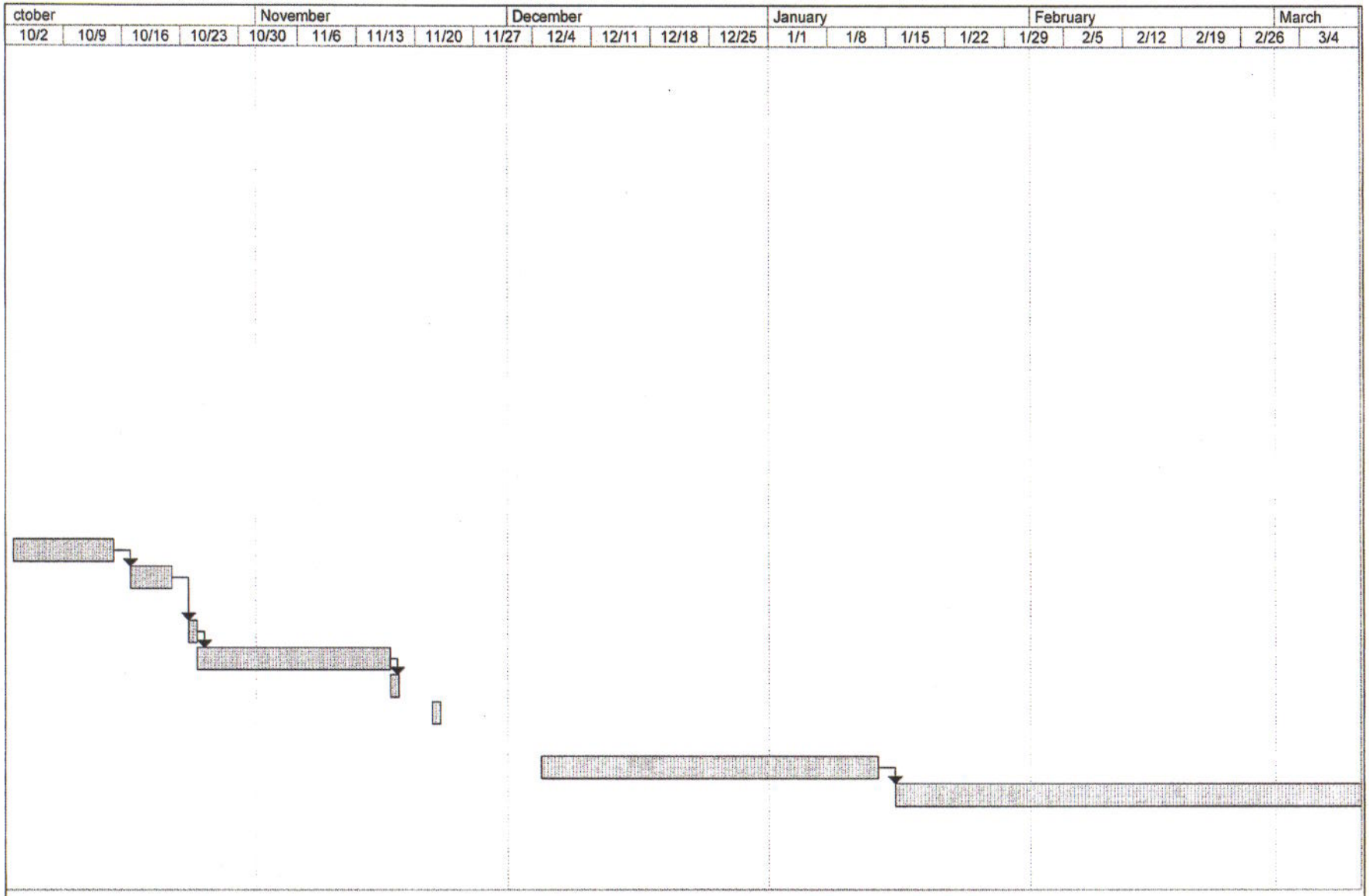
External Tasks
External Milestone
Deadline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2/19
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Project: HidalgoCourthouseSchedule
Date: Mon 6/13/11
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

ID	Task Name	Start	Finish
1	NTP	Fri 7/1/11	Fri 7/1/11
2	Site Survey	Tue 7/5/11	Fri 7/15/11
3			
4	Asbestos Fieldwork	Tue 7/5/11	Fri 7/8/11
5	Asbestos Sample Analysis	Mon 7/11/11	Fri 7/22/11
6	Asbestos Survey Report	Mon 7/25/11	Fri 7/29/11
7			
8	Floor Plan Measurements	Mon 7/18/11	Fri 7/22/11
9	Existing Conditions CAD	Mon 7/25/11	Fri 7/29/11
10	Life Safety Inspection	Mon 8/1/11	Thu 8/4/11
11	Owner Progress Review	Fri 8/5/11	Fri 8/5/11
12			
13	Fire SprinklerAlarm Design	Mon 8/8/11	Fri 9/30/11
14	Egress Improvements	Mon 8/8/11	Mon 9/5/11
15	Civil Engineering	Mon 9/19/11	Fri 9/30/11
16	Building Interiors/Fire Stair	Mon 8/8/11	Fri 9/30/11
17	Electrical Engineering	Mon 9/12/11	Fri 9/30/11
18			
19	Asb. Abatement Plans/Specs	Mon 10/3/11	Fri 10/14/11
20	Owner Review/Approval	Mon 10/17/11	Fri 10/21/11
21			
22	Issuance of Plans for Bid	Mon 10/24/11	Mon 10/24/11
23	Proposal Phase	Tue 10/25/11	Wed 11/16/11
24	Receipt of Proposals	Thu 11/17/11	Thu 11/17/11
25	Construction Award	Tue 11/22/11	Tue 11/22/11
26			
27	Abatement and Monitoring	Mon 12/5/11	Fri 1/13/12
28	Construction	Mon 1/16/12	Fri 7/13/12
29			
30	Substantial Completion	Mon 7/16/12	Mon 7/16/12
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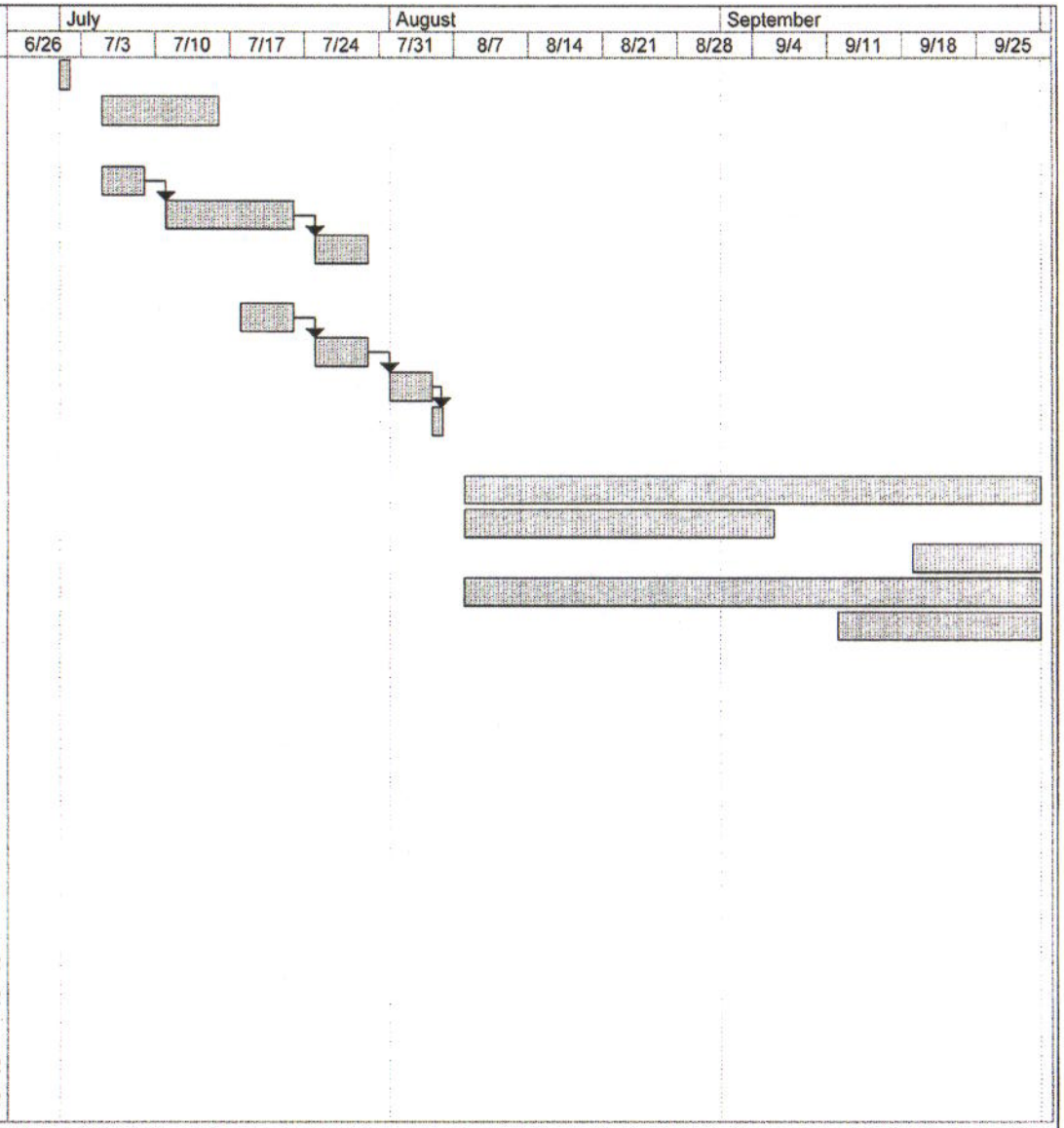

Project: HidalgoCourthouseSchedule
Date: Mon 6/13/11

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

EXHIBIT "D"
COST PROPOSAL

Various Design Services Life Safety Improvements Hidalgo County Courthouses

Professional Fee:

Survey for Design (with Topo)	$5,000
Civil Engineering	$2,000
Building Env/Inter + Life Safety Improvements -2	$19,000
Structural Engineering:	$2,000
Electrical Engineering	$15,000
Life Safety Improvements – 1	$39,840
Asbestos – Site Survey	$16,392
Asbestos – Design and Monitoring	$16,598
Project Specifications and Bid Documents	$4,500
Bid Phase Service	$3,000
Construction Phase Service	$9,000
Total Fee (as listed):	**$132,330**

Exclusions:

1. ADA/TAS registration and fees.
2. Telecommunications design.
3. Reproduction costs.
4. Reed FPE Travel Expenses (Labor is included)
5. Asbestos Notification Fees

The above listed exclusions can be provided to the County as a reimbursable expense at 1.0 multiplier, this is estimated at $4,700.00.

CC Approved on June 21, 2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
June 21, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** All present
2. **Pledge of Allegiance** All
3. **Prayer**
4. **Approval of Consent Agenda**
5. **Open Forum**
6. **Executive Officer - Valde Guerra:**

A.

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

c/mgn

B. **AI-27125** Authority for Executive Officer to sign the Inspection Response Form from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers for Improvements to Pct. 3 Meeting Hall & Pavilion.

approved

c/mgn

C. **AI-27121** Authority for Executive Officer to sign the Inspection Response Form from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers for Improvements to Sunset Park.

approved

D. **AI-27128** Approval to accept a settlement check from TCLC Enterprises, Inc. in the amount of $235.00 to settle property damages to County vehicle. (Sheriff Office)

approved

E. **AI-27122** Approval to accept a settlement check from GEICO Insurance Company in the amount of $566.75 to settle auto accident with County vehicle. (Sheriff Office)

approved

F. **AI-27154** Environmental Compliance:
1. Presentation and Discussion on the 2005 Raba-Kistner Petroleum Storage Tank Compliance Assessment (Pct. 1, 2, 3, 4, and Sheriff's Department Complex)
2. Discussion, Consideration and Approval on establishing an Environmental Committee with representatives from each Precinct, Executive Officer and appropriate departments to implement EPA/TCEQ required regulatory mechanisms. Martha Mena, Raul Silguero, Norma Ceballos, Marcos Lopez, Yolanda Chapa
3. Discussion, Consideration and Approval to:
   a. compile a county-wide database of above-ground storage tanks (AST) and under-ground storage tanks (UST) through visual inspections and data from Fixed-Assets
   b. Initiate TCEQ compliance permits for all county ASTs, USTs and air burners

all approved

CC Approved on June 21, 2011

CC Approved on June 21, 2011

A. AI-27069 Approval of clarification of salary for one (1) Technician II positon, slot # 200-001-0030 Grade 6 approved by Comm. Court on 07/13/10.

no action

B. **Budget Appropriations:**

1. AI-27078 Pct. #1 R & B (1200):
Approval of 2011 appropriation of funds for Pct. 1 Administration, program #004, & Road Maintenance, program #005, in the amount of $200,500.00 to fund various operating expenditures.

approved

21. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT (S)/CHECK(S).

A. **Hidalgo County**

nothing to report

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:

nothing to report a-c

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

nothing to report

4. AI-27034 a. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extensions with NORMA HERNANDEZ d/b/a CV SERVICES as provided in the current contract for: "Vending Machine Services" for Hidalgo County, under the same rates, terms and conditions (effective: 06/22/11-06/21/12).

no action a-d

b.Discussion and applicable action for Commissioners' Court to entertain the option to offer vendor a payment plan (i.e. promissory note) to collect past due energy reimbursements

c. Other options.

d. Authority to advertise for Vending Machine Services.

approved

e. Option to exercise a 60 day grace period extension as provided under current agreement, with Norma Hernandez d/b/a CV Services.

5. AI-27097

approved

a. Pursuant to Article 14 of the current agreement-C-10-340-10-19, Halff Associates is requesting approval to engage the services of a consultant/sub-contractor (REED Fire Protection Engineering, L.L.C.) with adherence to insurance provisions required by said article;

approved

b. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $135,280.00) as submitted by project engineer, Halff Associates, Inc. to provide engineering servies for Project: "Various Design Services to provide Life Safety Improvements to the Hidalgo County Courthouse (i.e fire alarm & suppression, environmental abatement)"located at 100 N. Closner, Edinburg, Texas, through Contract #C-10-340-10-19.

CC Approved on June 21, 2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-10-340-10-19

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **Halff Associates, Inc.** professional engineers of **McAllen, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for: **"Building Repairs and/or Renovations to County Owned Buildings" (on an as needed basis)** for projects within **Hidalgo County Precinct Number 4,** hereinafter referred to as the ("**Project**").

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation

as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"**- Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement. exchange for such services.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall be for a period of **one (1) year** ; (hereinafter referred to as the ("**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as

soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the

obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by

the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D"-Engineer Contract Rates**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D" - *Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR.** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL**. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment.** On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner. 6.2 Final Payment**. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6. 1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding,

the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto

and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date**

identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this

Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer, the Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to

provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by

the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the

length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may

conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and

training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge

and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer**

or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee.** The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability

not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the

Services Fee, or otherwise recover, the full amount of each fee, commission, percentage , brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**ENGINEER**:
Hidalgo County	**Halff Associates, Inc.**
100 E. Cano, 2nd, Floor	**5000 West Military Hwy., Suite 100**
Edinburg, Texas 78539	**McAllen, Texas 78503**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to

enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 19th day of October, 2010.

ENGINEER:
HALFF ASSOCIATES, INC.

BY: _____
Menton J. Murray, III, P.E., LEED AP

OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioner's Court on October 19 ***. 2010.***

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

BY: _____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance *(Hidalgo County)*

EXHIBIT A-1

-Request for Qualifications (RFQ)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

December 21, 2009

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Professional Engineering Services-Hidalgo County"**
(including all funding sources, programs, and entities)
RFQ NO: 2010-011-01-13-MSS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional E ngineering Services"
RFQ NO: 2010-011-01-13-MSS

1. Request for Qualifications Letter.
2. Request for Qualifications Legal Notice, consisting of 8 pages.
   (Page 8 must be submitted with response)
3. Exhibit "A", Requireme nts, consisting of 11 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 3 pages.
   (Must be submitted with response)
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
   (Must be submitted with response)
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
   (Must be submitted with response)
7. Exhibit "E", Proposer's Affidavit, consisting of 1 page.
   (Must be submitted with response)
8. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of 2 pages.
   (Must be submitted with response)
9. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of 4 pages.
   (Must be submitted with response)
10. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.
    (Must be submitted with response)
11. Attachment "A" Documentation Required on Building & Road & Bridge Construction Project, consisting of 1 pages.
12. Attachment "B" Professional Services Procurement Form, consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent — 12/21/09 Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFQ NO: 2010-011-01-13-MSS	BUYER II: MOISES SALAZAR	TEL: 956-292-7000-EXT. 4863

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY
(Including all Funding Sources, Programs and Entities)

JANUARY 13, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFQ NO: 2010-011-01-13-MSS**

1. **Sealed Statements of Qualifications** will be received for "**Professional Engineering Services -Hidalgo County", (Including all Funding Sources, Programs and Entities)** 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, seven (7) copies and Two (2) CD's on PDF format 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-RFQ NO: 2010-011-01-13-MSS-PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Buisness 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JANUARY 13, 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 THE FOLLOWING REFERENCE: RFQ NO: 2010-011-01-13-MSS—PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY.

   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 WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Monday, January 4, 2010 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 6, 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 request for qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal 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 proposal 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:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Professional Engineering Services -Hidalgo County"**
  e) 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 Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 13, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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 also 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 proposal, and prior to commencement of the actual work, the proposer 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 materialmen 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 proposal 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, 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 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 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 completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

19. If, during the life of any contract or proposal awarded, the successful proposer'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. Proposals, 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 Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- 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 proposer 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 proposer'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 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 (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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer 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 proposer 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 proposer'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 proposer.

26. Successful proposer 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 proposer 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 proposer 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. Proposers shall provide with the proposal 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. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
Professional Engineering Services -Hidalgo County
(Including all Funding Sources, Programs and Entities)
RFQ No: 2010-011-01-13-MSS

JANUARY 13, 2010

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
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 bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its proposal, 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(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder 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 proposal.

Participant(s) agrees that this proposal 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,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES

2010-011-01-13-MSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting February 09, 2010 and ending on February 09, 2011. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES-Hidalgo County** (including all funding sources, Programs, and Entities)**-Request For Qualifications"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, JANUARY 13, 2010. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2010-011-01-13-MSS

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Monday, January 4, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, January 6, 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 of 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 of 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-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 RFQ's:
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 vendor'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 request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period starting February 9, 2010 and ending on February 9, 2011, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original, seven (7) copies, and two (2) CDs on PDF format** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Geotechnical Engineering Projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact 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.
What does your firm specialize in?
Minimum experience:
Years?
Projects?

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, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal

2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CDs on PDF format**.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services

* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Architecture Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: An original, seven (7) copies and Two (2) CDs on PDF format of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 13, 2010.**
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES

2010-011-01-13-MSS

EVALUATION CRITERIA

The respondent's RFQ 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. STAFFING OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES
RFQ No. 2010-011-01-13-MSS
RFQ EVALUATION FORM

Selection Criteria	Points	Score
1. STAFFING OF PROJECT TEAM (20)		
a) Information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract.	10	
b) Professional team members experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ).	5	
c) Similar experience gained through other clients substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.	5	

Comments/Rationale For Points: _____

2. EXPERIENCE OF PROJECT TEAM / ABILITY TO COMMIT RESOURCES (25)		
a) The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County.	10	
b) The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.	5	
c) Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.	10	

Comments/Rationale For Points: _____

3. METHODOLOGY (15)		
a) The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project	15	

Comments/Rationale For Points: _____

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (30)		
a) Demonstrate an understanding of the scope of services	10	
b) Address appropriate Federal/State/Local regulations and policies	15	
c) Identify information to be gathered or obtained	5	

Comments/Rationale For Points: _____

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATION (10)		
a) The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).	10	

Comments/Rationale For Points: _____

Total _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of Insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Hidalgo County Attn: Purchasing Department 2612 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My commission expires:_____, 200___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other:** _____

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you *are* giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDA' ') COUNTY PURCHASING DEPARTME

ATTACHMENT "A"

DOCUMENTATION REQUIRED ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documents Listed Below.

PROJECT IN PROGRESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
1	Application & Certification of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc.)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary to ensure that the County is not held liable for activities not under its control.

PROJECT NEAR COMPLETION		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion).	Bonding Agent	X	X	X

For payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT COMPLETED		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payments of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company to Final Payment.	Bonding Agent	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

ATTACHMENT B

PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM

HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:			
	Civil Engineering		Mechanical Engineering
	Structural Engineering		Environmental Engineering
	Geotechnical Engineering		Electrical Engineering
	MEP Engineering (Mech/Elec/Plumb)		Highway Engineering

Local References (Rio Grande Valley) List Four (4) Only:
Reference #1:
Reference #2:
Reference #3:
Reference #4:

Recent Projects (Within Two [2] Years) List Four (4) Only:
Project #1:
Project #2:
Project #3:
Project #4:

Submitted By:	
Signature:	
Typed Name:	

EXHIBIT A
-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.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be Provided by the Engineer

Through project award via work authorization, engineer shall provide professional services required to design and specify Building repair and renovation projects. Types of services that may be included as dictated by the individual project requirements consist of: 1) Surveying, 2) Civil Engineering, 3) Mechanical/Plumbing Engineering, 4) Electrical Engineering, 5) Structural Engineering, and/or 6) Architecture. Upon identification by the Owner of specific projects that require the professional services of the Engineer, a detailed scope of work and identification of professional service disciplines required shall be established.

EXHIBIT C
-Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Engineer's Contract Rates

Halff Associates, Inc.
Billing Rate Schedule
Engineering Services
October 1, 2010

Project Manager/Principal	$150/hr
Prof. Engineer/RPLS/Reg. Arch.	$120/hr
EIT/SIT/Arch.	$90/hr
Designer	$60/hr
Construction Administrator	$75/hr
CAD Tech	$50/hr
Secretarial/Clerical	$50/hr
Two-man Survey Crew	$130/hr

Reimbursable expenses charged at 1.1 times cost.

EXHIBIT E

-Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # _____

Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

_____

_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. I shall be funded through funding source:

Account No. _____

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #4,** Commissioner Oscar L. Garza as to content and detail of this **Work Authorization No. ___**.

HIDALGO COUNTY PRECINCT # 4

BY: _____
Oscar L. Garza, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2010.

THE ENGINEER:	**THE OWNER:**
(Firms Name)	**HIDALGO COUNTY**
_____	_____
By: (Name of Engineer)	**By: Rene A. Ramirez, County Judge**

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT F

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2010** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____

_____

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
(FIRMS NAME)

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/09/2010

PRODUCER (972)581-4800 FAX (972)581-4850
Bell Insurance Agency
16980 Dallas Parkway
Dallas, TX 75248
Candy Goehring

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Accident & Indemnity	22357
INSURER B: Hartford Casualty Ins. Co.	29420
INSURER C: Hartford Underwriters	30104
INSURER D: ACE American Ins. Co.	22667
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC	46UUNIY5768	07/12/2010	07/12/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	46UUNIY5768	07/12/2010	07/12/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE DEDUCTIBLE [X] RETENTION $ 10,000	46XHUIY6677	07/12/2010	07/12/2011	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	46WENV6090	07/12/2010	07/12/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D		OTHER PROFESSIONAL LIABILITY Claims-Made	EONG21673845	07/12/2010	07/12/2011	$5,000,000 Per Claim Limit $5,000,000 Aggregate Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Thomas J. Ashley/CANDY

©ACORD CORPORATION 1988

AI-23504 **20.D.1.**

Pct 4-Approval Prof Engineering Svcs Agreement-"BUILDING REPAIRS and/or RENOVATIONS to County owned Buildings/Structures"
CC REGULAR

Date: 10/19/2010
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 the final negotiated Professional Engineering Services Agreement (approved for negotiations by CC on 09/21/10) with Halff Associates Inc. for: "Building Repairs and/or Renovations to County owned Buildings/Structures" (on an as needed basis), utilized by various departments located within Hidalgo County Precinct #4 area.

BACKGROUND

Contract Document C-10-340-10-19-HALFF ASSOC INC.

Fiscal Impact

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

BUDGETARY IMPACT:

Possible funding source could come from various departments in the Pct 4 area.
See the attached Expense Report (dated 10/15/10) for current balances available in object code 334 (Archiectural & Engineering Services).

Attachments

Link: Contract Document-C-10-340-10-19-Halff Associates Inc-Pct 4
Link: 2010 Exp Rpt for Obj 334 10-15-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/14/2010 04:21 PM	APRV
2	Budget & Management	Sylvia Solis	10/15/2010 08:49 AM	APRV
3	Dale Kennan	Dale Kennan	10/15/2010 10:38 AM	APRV
4	Auditor's Office		10/15/2010 05:24 PM	NEW

Form Started By: Letty Saenz Started On: 10/14/2010 03:10 PM
Final Approval Date: 10/15/2010

1. AI-23504

approved

Requesting approval of the final negotiated Professional Engineering Services Agreement (approved for negotiations by CC on 09/21/10) with Halff Associates Inc. for: "Building Repairs and/or Renovations to County owned Buildings/Structures" (on an as needed basis), utilized by various departments located within Hidalgo County Precinct #4 area.

E. Budget & Management

1. AI-23510

approved

Recommending award of bid and approval of contract to bidder meeting all specifications/requirements attached hereto for Hidalgo County-"Security Services for County-Owned Structures-Bldgs-Parks-Equipment-Facilities" RFB NO: 2010-337-10-13-SGS.

F. Colonia Access Program Pct. 1

1. AI-23476

approved

Recommendation by project engineer, TEDSI Infrastructure Group, to award to the lowest bidder meeting all specifications: Saenz Utility Contractors in the amount of $90,413.25 for Bid No. CAP-10-336-09-29-YSI "Road & Drainage Construction for Diaz Subdivision".

G. Co. Wide

1.

nothing to report

HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

21. Adjourn

Form Routing/Status

Form Started By: Angela Garcia **Started On:** 10/07/2010 07:49 AM
Final Approval Date: 10/15/2010

AI-29019 **9. C.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Martha Salazar Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of the Request for Qualifications procurement packet (i.e. qualifications, requirements, scope of services, etc.) as attached hereto for:Hidalgo County-Juvenile Probation "Independent Audit" RFQ No. 2011-260-MEG including the re-advertising of project in the event no responses received and project is still required.

BACKGROUND

Proposed scheduled:
1st advertisement-October 15, 2011
2nd advertisement-October 22, 2011
Acceptance Date-November 2,2011

Fiscal Impact

FISCAL YEAR: 2011/2012 ACCT. #: 1-1100-423-32-330-001-0-335

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

BUDGETARY IMPACT:

Available funds as of 10/6/11 are $500.00.
Funding will be available in 2012 budget.

Attachments

Approval of Specification

Audit Requirements

Legal Notice

Specifications and/or Requirements

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/06/2011 01:43 PM
Budget & Management	Merlen P. Munoz	10/06/2011 01:56 PM
Perla Lopez	Perla Lopez	10/06/2011 02:54 PM
Auditor's Office	Arcilia Duran	10/07/2011 11:46 AM

Form Started By: Elena Gomez Started On: 10/06/2011 01:10 PM

Final Approval Date: 10/07/2011

MEMORANDUM

OCT 03 2011 10:45

TO: Israel "Buddy" Silva
Hidalgo County Chief Juvenile Probation Officer

From: Elena Gomez, Buyer II

Date: October 4, 2011

RE: Request Recommendation for RFB 2011-260-00-00-MEG
Hidalgo County Juvenile Probation-"Independent Audit"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE,** please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE •	DISAPPROVE •
APPROVED WITH MODIFICATIONS •	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 2-1100-423-32.330-001-0-335

Israel Buddy Silva 10/6/11

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than Tuesday, October 11, 2011 at 5:00p.m.

Enclosures

Texas Juvenile Probation Commission

AUDIT REQUIREMENTS

Issued September 30, 2011
For the Fiscal Year ended August 31, 2011

I. Introduction

The Texas Juvenile Probation Commission (Commission) requires an audit be completed annually in accordance with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAS) for grant funds received from the Commission. The audit report for the fiscal year ended August 31, 2011 must be mailed in sufficient time in order for the report to be received by the Commission on or before March 1, 2012 and in accordance with this document. Departments have the option of sending the audit report either electronic, which must include the Independent Auditor's signature, or hard copies. **Reports received after March 1, 2012 are considered delinquent**. Departments should provide their independent auditor a copy of these audit requirements, each grant contract, corresponding quarterly expenditure reports, and any other relevant information. Forms such as prior year audit requirements, Commission grants and financial information regarding each grant can be found at www.tjpc.state.tx.us. NOTE: To review and/or print prior year grant summary requirements and compliance resources manuals, select publications on the Commission's website and scroll down to contracts and compliance resource manual (volume 2) and click on the link.

The audit staff at the Commission will assist you in completing any requests called for in the following audit requirements.

II. Changes – FY 2011

Changes have been made to the fiscal year 2011 audit requirements as follows:

- Section III. Revisions to mileage rates.

  FY2011 allowable rates for mileage are as follows:

  Mileage -
  September 1, 2010 – December 31, 2010/$0.50 per mile.
  January 1, 2011 – June 30, 2011/$0.51 per mile
  July 1, 2011 - August 31, 2011/$0.555 per mile.

- Section III. Modifications.

  Modifications to Section III, E.

  A note disclosing the Commission's funding effect on all secure facility operations is mandatory. A separate expenditure schedule should be provided for each secure facility registered with the Commission ***for the Commission's funding effect and/or local funding effect on all secure facility operations.*** The Commission expenditures disclosed should agree to the financial statements (i.e. the expenditures reported for *a* ***secure juvenile*** facility should agree to the expenditures for the ***respective*** Grant ***(A, C, V, etc.),*** or a reconciliation

should be included. If the Department does not operate a secure juvenile facility, the note should include a disclosure stating that the Department does not operate a secure juvenile facility and thus the footnote to disclose operating costs to operate a secure juvenile facility is not applicable.

Modifications to Section III, F.

Interest revenue earned on Commission grant funds should be accounted for and reported in a separate fund ***on the Combining Statement of Revenues, Expenditures, and Changes in Fund Balance by Contract – Budget and Actual – Regulatory Basis, and should reconcile to the Note – Reconciliation of Accrued Interest***.

- Section III. Additions.

  Additions to Section III, H.

  If the juvenile probation department did not accrue interest earned on funds received from the Commission, the column for Commission funding should show "0". If the juvenile probation department did not accrue interest earned on Title IV-E program funds, the column for Title IV-E funding should show "0".

- Appendix 1. See changes to Independent Auditor's Report

- Appendix 5.

  All refunds paid during the fiscal year and subsequent to September 1, 2010 – August 31, 2011 should be documented in schedule. See sample in Appendix 5.

III. Special Considerations

The following items should be considered in preparing the audit for the year ended August 31, 2011:

A. The balance sheet is optional.

B. The Statement of Revenues, Expenditures and Changes in Fund Balance for each grant is limited to funds received from the Commission, including Grants A, B, C, D, E, F, H, M, O, P, U, V, W, X, Y, Z, and a separate interest fund.

C. The Grantee should use an accrual basis of accounting when preparing the fourth quarter and/or final expenditure report. (i.e., grant revenues and expenses are allocated to periods to which they apply, regardless of when they are actually received or paid).

D. Since the revenues are reported on the accrual basis of accounting on the financial statements, refunds due to the Commission should not be presented in the Statement of Revenues, Expenditures, and Changes in Fund Balance, but should be provided as additional information below the statement.

E. A note disclosing the Commission's funding effect on all secure facility operations is mandatory. A separate expenditure schedule should be provided for each secure facility registered with the Commission for the Commission's funding effect and/or local funding effect on all secure facility operations. The Commission expenditures disclosed should agree to the financial statements (i.e. the expenditures reported for a secure juvenile facility should agree to the expenditures for the respective Grant (A, C, V, etc.), or a reconciliation should be included. If the Department does not operate a secure juvenile facility, the note should include a disclosure stating that the Department does not operate a secure juvenile facility and thus the footnote to disclose operating costs to operate a secure juvenile facility is not applicable.

F. Interest revenue earned on Commission grant funds should be accounted for and reported in a separate fund on the Combining Statement of Revenues, Expenditures, and Changes in Fund Balance by Contract – Budget and Actual – Regulatory Basis, and should reconcile to the Note – Reconciliation of Accrued Interest.

G. Commission requires a Special Purpose financial presentation that may result on an incomplete presentation of a department's assets, liabilities, revenue and expenses. The Independent auditor should note that financial statement presentations are made using an accounting basis other than Generally Accepted Accounting Principles (OCBOA). The preferred basis of OCBOA is the regulatory basis.

H. The year to date interest earned on funds received from the Commission should be disclosed in the notes to the combined financial statements. A separate column should be included to disclose interest earned on Title IV-E program funds if applicable. If the juvenile probation office did not accrue interest earned on funds received from the Commission, the column for Commission funding should show "0". If the juvenile probation office did not accrue interest earned on Title IV-E program funds, the column for Title IV-E funding should show "0".

I. Idle grant funds shall be deposited in an interest bearing account. A statement disclosing whether the Department has idle funds and whether they are deposited in an interest bearing account is required. If the Department does not have idle funds, a statement and reason indicating why the department does not have idle funds should be included.

J. A confirmation of reimbursements received under the Title IV-E Program (if applicable) should be disclosed in the notes to the financial statements on a cash basis. This includes any direct and enhanced administrative claims for foster care reimbursement.

K. The Title IV-E enhanced administrative claim reimbursement is required to be used to enhance juvenile justice services. Revenues required to be reported in this fund should represent the earned administrative claim reimbursements. Expenditures should represent the use of those funds to enhance juvenile justice services, therefore, expenditures will rarely agree to the revenues.

L. Grant assurances are no longer required in the compliance report. Assurance testing is an audit requirement and exceptions should only be listed in the compliance report. The general assurances are listed in the General Grant Requirement, Article VIII, Section G, as well as assurances for specific grants should be tested for compliance which includes: Grant E-Title IV-E Federal Foster Care Reimbursement Program, Grant F-Progressive Sanctions JPO, Grant O-Progressive Sanctions ISJPO, Grant M-Special Needs Diversionary Programs, Grant P and W-JJAEP and Grant Z-Salary Adjustment. The contracts are located on the Commission's website.

M. The FY 2011 state allowable rates for mileage are:

September 1, 2010 – December 31, 2010/$0.50 per mile.
January 1, 2011 – June 30, 2011/$0.51 per mile
July 1, 2011 - August 31, 2011/$0.555 per mile.

N. Juvenile probation departments that received Grant U/Intensive Community Based Pilot and Grant X/Intensive Community Based Programs shall certify that the amount of local or county funds expended for juvenile services is at least equal to or greater than the amount spent in 2006 county fiscal year excluding construction and capital outlay expenses.

O. If supplemental information is not presented as part of the audit report, a statement in the Independent Auditor's Report is not necessary. The financial statement columns should not be marked as "supplemental information," as this information is required and should not be considered supplemental.

IV. Audit Requirements

Audits are to be prepared by an Independent Certified Public Accountant and to be conducted in accordance with Generally Accepted Auditing Standards and Government Auditing Standards. Audits are completed to cover the grant activity for the 12-month period ending August 31, 2011.

Expenditures should be presented in the categories of Staff Services; Salaries and Fringe Benefits, Travel, Operating Expenditures, Non-Residential, and Residential Services, as defined below:

A. **Staff Services Budget Category.** Staff services means:

1. Salaries and fringe benefits for staff employed by the juvenile probation department under the direction of the Grantee;

2. Travel Reimbursement for juvenile probation department staff for the provision of juvenile probation services, juvenile justice programs and administration; and

3. Operating expenses for the probation department (e.g., postage, telephone, office supplies, printing and other costs) directly related to juvenile probation services, juvenile justice programs and administration.

B. **Non-Residential Services Budget Category.** A service or program provided to a juvenile who has not been placed in a residential facility or a service or program provided to a juvenile who has been placed in a residential setting, but the service or program is not included in the cost per day for the juvenile's placement. The following services/programs are considered non-residential including:

1. Psychological, psychiatric and other professional diagnostic, evaluation and therapeutic treatment services;

2. Medical and dental diagnosis, evaluation, treatment and supplies;

3. Vocational and educational fees and supplies;

4. Related programs, services, supplies and tutoring not provided by public schools;

5. Transportation and meals;

6. Clothing and personal hygiene supplies; and

7. Program and services approved in writing, in advance by the Commission including professional and contractual services.

C. **Residential Services Budget Category.** Residential services means the provision of services to a juvenile that has been placed in a secure pre-adjudication detention facility, a short-term detention facility (i.e., holdover), a post-adjudication correctional facility, or a non-secure residential placement facility operated by or under the authority of the Grantee. This category also includes services contracted with a third-party service provider in any non-secure placement facility licensed and/or operated by or under the authority of another governmental entity under the laws of this state or another state.

V. Financial Statement Requirements

Financial Statements should include Commission grant fund activity only. The audit report should at a minimum consist of the following:

A. Independent Auditor's Report,

Statement of Revenues, Expenditures and Changes in Fund Balance-Budget and Actual-Regulatory Basis. The financial statements should include all Commission grant funds, i.e. grants A, B, C, D, E, F, H, M, O, P, U, V, W, X, Y, Z, and a separate fund for interest earned. The Statement should be prepared using the accrual basis of accounting. Refunds paid to Commission should be included on the Statement for memo purposes only since revenues would be reflected to the extent earned. See example below.

B. Notes to the Financial Statements. The notes should, at a minimum, include:

1. Summary of significant accounting policies should include a description of the following:

    a. The reporting entity

    b. Basis of accounting (accrual basis)

2. Reconciliation of accrued interest earned on funds received from the Commission, as follows:

    a. The beginning balance; interest received; interest expenditures; and ending balance.

    b. A separate column to disclose interest earned on Title IV-E funds.

    c. The interest disclosed should reconcile to the financial statements. A statement indicating if the Department has idle funds and if so, whether they were deposited in an interest bearing account.

3. The operating costs of secure juvenile facilities**.** A separate expenditure schedule should be provided for each secure facility registered with the Commission. In a facility with non-secure and secure capacity, an allocation based on beds can be used, including funding from the Commission grants and reimbursement program funds.

    a. If the juvenile probation department does not operate a secure juvenile facility, the note should include a disclosure stating that the county does not operate a secure juvenile facility and thus the footnote to disclose operating costs to operate a secure juvenile facility is not applicable.

    b. Schedule of expenditures for each secure facility registered with the Commission, which includes the Commission grants, reimbursement program funds and local funds, as applicable.

        (1) The use of Title IV-E funds for secure placement is prohibited.

        (2) The expenditures reported for a post-adjudication facility built in whole or in part with grant funds from the State of Texas should agree to the expenditures for Grant V, Local Post Adjudication Fund.

        (3) Other Commission expenditures disclosed in the note should agree to the financial statements or a reconciliation should be included.

    c. The categories of expenditures are as follows:

        (1) **Salary related expenditures** - Include any salary and fringe benefits paid to employees of the facility, or a portion of salary and fringe that is allocated based on time dedicated to facility operation.

        (2) **Student related expenditures** - Include all expenditures paid by the facility administration that will directly benefit a juvenile, such as food, clothing and medical services and supplies.

        (3) **Facility related expenditures** - Include operating expenses such as utilities, building maintenance cost, office supplies and equipment, registration fees for staff training and expenses not directly related to juveniles.

        (4) **Capital expenditures** - Include expenditures over $5,000 that have a useful life of more than one year or improve an existing capital item by 25% of the original cost or remaining life.

4. **Federal Financial Assistance.** Departments receiving Title IV-E federal financial assistance are required to include a note, as follows:

a. Receipts, on a cash basis, including direct and enhanced administrative claims for foster care, disaggregated by contract/fiscal year.

5. **Progressive Sanctions Officer Expenditures.** Departments receiving Grant F, Progressive Sanctions JPO, or Grant O, Progressive Sanctions ISJPO are required to include a note, as follows:

   a. A statement stating the funds were awarded to the juvenile probation department for the progressive sanctions officer in fiscal years 1996-1999; the total positions by award are listed within the State Financial Assistance Contract under 4.1.1.4. for Grant F and 4.1.1.7. for Grant O; and funds which become available due to vacant progressive sanctions positions shall be returned to the Commission.

   b. A schedule of funding, expenditures and unexpended balance by grant.

   c. Information for the Independent Auditor: The Commission awarded Progressive Sanctions officer funding to selective juvenile probation departments statewide in fiscal year 1996-1999. Allocations following two legislative sessions result in four types of officer classification.

6. **Salary Adjustment.** Juvenile probation departments receiving Grant Z, Salary Adjustment are required to perform assurance testing. Simple random sampling should be used for compliance testing.

   a. Assurance testing includes the following:

      (1) Complete documentation of the total population. The total population includes vacancies and new hires.

      (2) The salary adjustment budget established September 1, 2010, department payroll, records and lists can be used.

      (3) Documentation of the officer type for each position, separate position into: (1) juvenile probation officers and (2) detention/supervision officers. Review certification of each officer.

      (4) List the positions to be tested and test each position separately, i.e. calculate sample size separately for probation and detention/supervision officers.

      (5) Verify each officer is receiving no more than $3,000 for the juvenile probation officer and $1,500 for the juvenile detention/supervision officer.

      (6) Note vacancy(s) in each position to determine refund due to vacancy(s) and or certification lapse(s).

   b. The note to the financial statement should include the following:

      (1) A statement that assurance testing was performed.

      (2) Number of probation officers.

         a. If the department has no probation officers, indicate 0 probation officers in total population and in sample size.

      (3) Number of detention/supervision officers.

         a. If the department has no detention/supervision officers, indicate 0 detention/supervision officers in total population and in sample size.

      (4) Sample size tested.

a. Departments receiving funding for the Commission salary adjustment for 15 or less qualified positions are required to test each officer receiving funding.

b. Departments receiving funding for the Commission salary adjustment for 16-154 qualified positions are required to test 15 employed officers.

c. Departments receiving funding for the Commission salary adjustment for 155 or more qualified positions are required to test 10% of employed officers receiving funding for the salary adjustment.

(5) Results of testing performed.

7. Report On Internal Control Over Financial Reporting And On Compliance And Other Matters Based On An Audit Of Financial Statements Performed In Accordance With Government Auditing Standards. This report should list only the specific Commission grant assurances that are applicable to the Department.

8. Schedule of Findings and Questioned Costs; should include the finding or questioned cost, affected grant, and a management response or plan of corrective action. If the juvenile probation department does not have current year findings, a schedule indicating such should still be included.

9. Schedule of Prior Year Findings and Questioned Costs. This schedule should include the prior year finding or questioned cost, grant affected, recommendation, current status, management response or plan of correction actions. If the department did not have prior year findings, a schedule indicating such should still be included.

10. Financial Assurances

The following assurances have been copied from the contracts to provide a reference document: **PLEASE DO NOT INCLUDE THIS LIST IN THE AUDIT REPORT.**

A. **General Financial Assurances.** Recipient agrees to comply with the following general accounting rules, procedures, and assurances in addition to any program-specific requirements noted in the FY 2011 contract: General Assurances are found in General Grant Requirements – All Grants 2010-11 Biennium, Article VIII Section (G) Financial Assurances.

1. Separate accountability for the receipt and expenditure of all grant funds under the State Financial Assistance Contract is maintained for each grant program from which the Grantee receives funds;

2. Expenditures reported to the Commission are in agreement with Grantee's accounting records and audited expenditures in each budget category;

3. Expenditures are made in accordance with the *Expenditure Guidelines* contained in *Appendix 1* of the General Grant Requirements and supported by written documentation;

4. Salary expenditures under each grant are verified and supported by appropriate documentation or hours worked, activities performed and leave taken;

5. All travel expenses are supported by daily documentation of the individual traveling. The Grantee shall document date, destination, times, mileage or odometer readings and related activities;

6. Travel reimbursement paid with the grant funds, including travel allowances paid in lieu of mileage, are paid according to county policy and do not exceed state travel rates as described below:

a. Lodging -
The allowable hotel rates for September 1, 2010 to August 31, 2011 are $110 per night.

TJPC's approved rates are $110 per night; however, the juvenile probation departments cannot exceed the allowable state rates, which are the federal rates determined by area and time period within the requirements of the U.S. General Services Administration (GSA). The link to the federal lodging rates is: www.gsa.gov/portal/category/21287.

Lodging rates not listed on the federal lodging rates website are $85 per night.

b. **Meals** - $36.00 per day.

c. **Mileage** -
September 1, 2010 – December 31, 2010/$0.50 per mile.
January 1, 2011 – June 30, 2011/$0.51 per mile
July 1, 2011 - August 31, 2011/$0.555 per mile.

7. The grant funds used for residential expenditures are paid for placement of a child in a secure pre-adjudication detention facility, a short-term detention facility, a post-adjudication correctional facility, or a non-secure residential placement facility operated by or under the authority of the Grantee, another governmental entity or a third-party service provider licensed under the laws of the state;

8. The grant funds used for residential child-care facilities and out-of-state residential placement facilities do not exceed the Health and Human Services Commission's Levels of Care Rates [TJPC-FED-27-04]. This financial assurance does not apply to non-secure correctional facilities that are registered with the Commission;

9. The grant funds used for placement in a post-adjudication secure correctional facility do not exceed $95 per day unless the facility has been approved at a higher level of service rate;

10. The grant funds are not expended for the purchase of equipment, renovation or construction unless explicitly authorized by the Commission within the individual grant requirements. An item is equipment if County policy requires it to be capitalized or, if the county has no policy, it has a useful life of more than one year and a cost of more than $5,000.00;

11. Authorized capital purchases are capitalized and depreciated within the county accounting system;

12. Proper cut-off procedures are observed at the end of each fiscal period. Obligations of the fiscal period under review are not paid from funds of a subsequent fiscal period. Obligations of a subsequent fiscal period are not prepaid from funds of a fiscal period under review. An accrual basis of accounting should be used in preparing the fourth quarter expenditure reports to the Commission;

13. Refunds and reimbursements are properly accounted for as reduction of expenditures rather than as increases in revenues;

14. Any funds not expended under the terms of each grant were returned to the Commission according to the Unexpended Balances and Refunds Due provisions contained in Subsections VIII (D) 2 and VIII (D) 4, respectively;

15. The amount of local or county funds expended excluding construction and/or renovation for juvenile services are at least equal to or greater than the amount spent in the 1994 county fiscal year;

16. All employees with access to monies are covered by surety bonds; and

17. The Grantee is required to separate all county and state transactional funds, revenues and expenses.

B. **Progressive Sanctions Assurances.** Include general assurances listed above and individual assurances listed from Progressive Sanctions JPO and Progressive Sanctions ISJPO, Article VIII, Section (G) Financial Assurances.

1. Any funds identified as Progressive Sanctions JPO or ISJPO grant funds under the terms of Section IV (A) are expended for the sole purpose of funding the salaries and fringe benefits of those JPO(s) or ISJPO (s) hired in fiscal years 1998 through 2011.

2. Any funds identified a Progressive Sanctions JPO or ISJPO grant funds under the terms of Section IV (B) are expended for the sole purpose of funding the salaries and fringe benefits of those JPO(s) or ISJPO (s) hired in fiscal years 1996 through 2011.

3. Any funds received under this grant are expended for the sole purpose of funding juvenile probation services and/or juvenile justice programs for juveniles assigned to levels 1, 2 and 3 of the Progressive Sanctions Model.

C. **Intensive Community Based Pilot and Program Financial Match Requirements.** Any funds received under this grant, the Grantee shall certify that the amount of local or county funds expended for juvenile services is at least equal to or greater than the amount spent in the 2006 county fiscal year excluding construction and capital outlay expenses, Article VIII, Section (C) Financial Match Requirements.

D. **Salary Adjustment Assurances.** Include general assurances listed above and individual assurances listed from Salary Adjustment, Article VIII, Section (G) Financial Assurances.

1. The grant funds made available for salary adjustments under Article lV of this grant were used only to provide salary adjustments not exceeding $3,000 for eligible full time certified juvenile probation officers and $1,500 for eligible full time certified detention/supervision officers including fringe benefits per fiscal year of the grant period. All funds not used for this purpose were returned to the Commission in accordance with the Unexpended Balances provision of the General Grant Requirements.

2. The amount of county funds expended for juvenile services (i.e., juvenile probation services and juvenile justice programs) were equal to or greater than the amount spent in the 2001 fiscal year, excluding construction and capital outlay expenses per fiscal year of the grant period.

E. **JJAEP Assurances.** Include general assurances listed above and individual assurances listed from JJAEP Program P, Article VIII, Section (G) Financial Assurances.

1. All students for whom JJAEP grant funds were collected were eligible for funding as defined in Section IV (A) of this grant.

    a. Actual student attendance days reported on the JJAEP *Attendance Voucher* (TJPC-JJAEP-01-05) are verifiable and in agreement with the Grantee's monthly attendance roster.

    b. The amount of funds received is reconciled with reported student attendance days and unearned funds have been refunded to the Commission.

F. **IV-E Assurances.** Include general assurances listed above and individual assurances listed from Title IVE Federal Reimbursement Program, Article VIII, Section (G) Financial Assurances.

1. The receipt and expenditure of all Title IV-E federal reimbursements received by the Grantee pursuant to this grant are accounted for separately and expended according to the grant requirements;

2. Prior written authorization from the Commission is received for the purchase of equipment, renovation or construction. An item is equipment if county policy requires it to be capitalized or, if the county has no policy, it has a useful life of more than one year and a cost of more than $5,000.

3. No more than fifteen percent (15%) of any federal funds received pursuant to the Title IV-E Program are used for any flat or contingency fees paid to private service providers for administrative claiming;

4. Grantee did not use reimbursement funds received through this grant for secure placement or detention or any related costs;

5. Idle funds are invested in an account that provides a reasonable interest rate and provides necessary protection of principal. Interest generated as a result of Title IV-E funds deposited from the Commission is credited to the account for enhancing juvenile justice services;

6. Salary expenses reported on Title IV-E administrative reimbursement claims do not include travel allowances or emoluments;

7. Title IV-E specific training and general training costs reported on Title IV-E administrative claims are an accurate representation of costs;

8. Direct and indirect costs reported on Title IV-E administrative claims are an accurate representation of allowable expenses incurred on behalf of the Title IV-E Program.

9. Any and all findings related to the Title IV-E program noted in the annual Single Audit for the Grantee, if applicable, are disclosed in the Schedule of findings and Questioned Costs in the Grantee's Annual Independent Audit and a reporting package is submitted to the Commission as prescribed by OMB-A-133.

10. The Grantee's policies on compensatory time and overtime pay are consistently applied to employees of the Grantee's juvenile probation department for all state and federal programs.

APPENDICES

Appendix 1

The following is an example of an audit report prepared in accordance with the requirements noted above.

INDEPENDENT AUDITORS' REPORT

Honorable , Chairman
Sample County Juvenile Board
City, Texas

We have audited the statement of revenues, expenditures and changes in fund balance – budget and actual-regulatory basis for the year ended August 31, 2011 of the Sample County Juvenile Probation Department, Texas Juvenile Probation Commission Grant Funds. *[Note: If the financial statements include a balance sheet, reference will be made to the balance sheet as of August 31, 2011 and the related statement of revenues, expenditures and changes in fund balance-budget and actual-regulatory basis for the year ended August 31, 2011].* This statement is the responsibility of the Department's management. Our responsibility is to express an opinion on the financial statement based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. *[Optional: An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Department's internal control over financial reporting. Accordingly, we express no such opinion].* An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

As discussed **more fully** in Note 1, the **Sample Juvenile Probation Department prepares its** financial statement **using accounting practices prescribed or permitted by the Texas Juvenile Probation Commission, which practices differ from accounting principles generally accepted in the United States of America. The effect on the financial statement of the variances between those regulatory accounting practices and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material. The financial statement** was prepared on the same basis of accounting used for reporting to the Texas Juvenile Probation Commission, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

As discussed in Note 1, the financial statement presents the results of operations of the Department's Texas Juvenile Probation Commission Grant Funds only and is not intended to present fairly the results of operations of the County in conformity with accounting principles generally accepted in the United State of America.

In our opinion, the financial statement referred to above presents fairly, in all material respects, the **revenue it earned and expenditures incurred compared to budgeted revenues and expenditures** of the Department's Texas Juvenile Probation Commission Grant Funds for the year ended August 31, 2011 in conformity with the basis of accounting described in Note 1.

In accordance with *Government Auditing Standards*, we have also issued a report dated _____, on our consideration of the Department's internal control over financial reporting and on our tests of its compliance with certain laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

[Note: If supplementary information is included in the audit report, this paragraph is required]. Our audit was conducted for the purpose of forming an opinion on the financial statement taken as whole for the year ended August 31, 2011. The supplemental information as listed on the table of contents, representing individual grant activity, is presented for purposes of additional analysis and is not a required part of the financial statement. Such information has been subjected to the audit procedures applied in the audit of the financial statement and, in our opinion, is fairly stated in all material respects in relation to the financial statement taken as a whole.

This report is intended solely for the information and use of management of the County Juvenile Board and for filing with the Texas Juvenile Probation Commission and is not intended to be and should not be used by anyone other than these specified parties.

Signature of Independent Auditor

Date of Report

Appendix 2

Sample Reports Modified from the AICPA Audit Guide Government Auditing Standards and Circular A-133 Audits

(*Government Auditing Standards* Report on Internal Control over Financial Reporting and on Compliance and Other Matters—with No Material Weaknesses, Significant Deficiencies, or Reportable Instances of Noncompliance or Other Matters Identified)

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Members of the Board
The Sample County Juvenile Board
Sample County, Texas

We have audited the combined financial statement(s) of the County Name Juvenile Probation Department Texas Juvenile Probation Commission Grant Funds for the year ended August 31, 2011, and have issued our report thereon dated Month, Day, 20XX. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control over Financial Reporting
In planning and performing our audit, we considered County Name Juvenile Probation Department's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statement(s), but not for the purpose of expressing an opinion on the effectiveness of the Department's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Department's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters
As part of obtaining reasonable assurance about whether County Name Juvenile Probation Department's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements; and, general financial, progressive sanctions, salary adjustment, JJAEP, and IV-E assurances, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. **(Note: List only the Commission grant assurances which are applicable to the Department.)** However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. Compliance with laws, regulations, contracts, grants, and requirements of the Texas Juvenile Probation Commission Audit Requirements is the responsibility of the management of the Department. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

We noted certain matters that we reported to management of County Name Juvenile Probation Department in a separate letter dated Month, Day, 20XX.

This report is intended solely for the information of the audit committee, management, and the Texas Juvenile Probation Commission and is not intended to be and should not be used by anyone other than these specified parties.

Signature of Independent Auditor
Date of Report

Appendix 3

(Government Auditing Standards **Report on Internal Control over Financial Reporting and on Compliance and Other Matters—with Significant Deficiencies and Reportable Instances of Noncompliance, and Other Matters Identified, but No Material Weaknesses Identified)**

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Members of the Board
The Sample County Juvenile Board
Sample County, Texas

We have audited the combined financial statement(s) of the County Name Juvenile Probation Department Texas Juvenile Probation Commission Grant Funds for the year ended August 31, 2011, and have issued our report thereon dated Month, Day, 20XX. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control over Financial Reporting
In planning and performing our audit, we considered Department's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Department's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Department's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above. However, we identified certain deficiencies in internal control over financial reporting, described in the accompanying schedule of findings and questioned costs that we consider to be significant deficiencies in internal control over financial reporting. [List the finding reference numbers, for example, 2011-1, 2011-2, etc.]. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Compliance and Other Matters
As part of obtaining reasonable assurance about whether County Name Juvenile Probation Department's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements; and, general financial, progressive sanctions, salary adjustment, JJAEP, and IV-E assurances, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. **(Note: List only the Commission grant assurances which are applicable to the Department.)** However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. Compliance with laws, regulations, contracts, grants, and requirements of the Texas Juvenile Probation Commission Audit Requirements is the responsibility of the management of the Department. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under Government Auditing Standards and which are described in the accompanying schedule of findings and responses as

items [list the reference numbers of the related findings, for example, 2011-1, 2011-2, etc.].

We noted certain matters that we reported to management of Department in a separate letter dated Month, Day, 20XX.

The Department's response to the findings identified in our audit are described in the accompanying schedule of findings and responses ["or above" if findings and responses are included in the body of the report]. We did not ***audit Department's response and, accordingly, we express no opinion on it. (OPTIONAL)***

This report is intended solely for the information of the audit committee, management, and the Texas Juvenile Probation Commission and is not intended to be and should not be used by anyone other than these specified parties.

Signature of Independent Auditor
Date of Report

Appendix 4

The Balance Sheet is optional

(OPTIONAL)

SAMPLE BALANCE SHEET

Sample Juvenile Probation Department
Texas Juvenile Probation Commission Grant Funds
Combined Balance Sheet – (Regulatory Basis)
August 31, 2011

	Grant Funds	Interest	Total
ASSETS			
Cash	$20,000	$20,000	$40,000
Total Assets	$20,000	$20,000	$40,000
LIABILITIES			
Accounts Payable	$20,000	$ 5,000	$25,000
Total Liabilities	$20,000	$ 5,000	$25,000
FUND BALANCE			
Fund Balance	-	$15,000	$15,000
Total Liabilities and Fund Balance	$ 20,000	$20,000	$40,000

Appendix 5

COUNTY NAME
TEXAS JUVENILE PROBATION COMMISSION GRANT FUNDS

SAMPLE SCHEDULE OF STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BY CONTRACT BUDGET AND ACTUAL (REGULATORY BASIS)

FOR THE YEAR ENDED AUGUST 31, 2011

	Grant A-11-XXX			Grant C-11-XXX			Grant F-11-XXX		
	Budget	Actual	Variance	Budget	Actual	Variance	Budget	Actual	Variance
Revenues:									
Commission Funds	$600,000	$575,000	$ 25,000	$500,000	$465,000	$ 35,000	$200,000	$200,000	$ -
Interest	-	-	-	-	-	-	-	-	-
Total Revenues	$600,000	$575,000	$ 25,000	$500,000	$465,000	$ 35,000	$200,000	$200,000	$ -
Expenditures:									
Salaries and Fringe Benefits	$550,000	$525,000	$ 25,000 -	$500,000	$465,000	$ 35,000	$200,000	$200,000	$ -
Travel	-	-	-	-	-	-	-	-	-
Operating Expenditures	50,000	50,000	-	-	-	-	-	-	-
Non-Residential Services	-	-	-	-	-	-	-	-	-
Residential Services	-	-	-	-	-	-	-	-	-
Total Expenditures	$600,000	$575,,000	$ 25,000	$500,000	$465,000	$ 35,000	$200,000	$200,000	$ -
Excess Revenues over Expenditures	-	-	-	-	-	-	-	-	-
Fund Balance-Beginning of Year	-	-	-	-	-	-	-	-	-
Fund Balance-End of Year	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Note to Auditor: See Section II for FY 2011 Changes regarding this area.

Additional Information: Refunds Paid to the Commission for the Period of Fiscal Year 2011

9/15/2010 $25,000
10/1/2011 $35,000

Appendix 6

COUNTY NAME
TEXAS JUVENILE PROBATION COMMISSION GRANT FUNDS

SAMPLE SCHEDULE OF STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BY CONTRACT BUDGET AND ACTUAL (REGULATORY BASIS)

FOR THE YEAR ENDED AUGUST 31, 2011

	E-10-XXX	E-11-XXX	V-11-XXX	Interest
Revenues:				
Commission Funds	$ 200,000	$ 100,000	$ 50,000	$ -
Interest	-	-	-	20,000
Total Revenues	$ 200,000	$ 100,000	$ 50,000	$ 20,000
Expenditures:				
Salaries and Fringe Benefits	$ 200,000	$ 100,000	$ 50,000	$ -
Travel	-	-	10,000	10,000
Operating Expenditures	100,000	50,000	10,000	-
Non-Residential	100,000	50,000	-	-
Residential Services	-	-	-	-
Total Expenditures	$ 400,000	$ 200,000	$ 70,000	$ 10,000
Excess Revenues over Expenditures	(200,000)	(100,000)	(20,000)	10,000
Fund Balance-Beginning of Year	300,000	250,000	90,000	5,000
Fund Balance-End of Year	$ 100,000	$ 150,000	$ 70,000	$ 15,000

Appendix 7

Notes to the Financial Statements

COUNTY NAME JUVENILE PROBATION DEPARTMENT
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED AUGUST 31, 2011

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. ENTITY

The Texas Juvenile Probation Commission Grant Funds of County Name (the Funds) were established to account for juvenile probation services funded by the Texas Juvenile Probation Commission (Commission) in County Name.

The Funds provide separate accountability as required under the State Financial Assistance Contract, by the Commission. The funds are used to account for each separate program, matching funds and all related expenditures incurred.

B. BASIS OF ACCOUNTING

The financial statements were prepared in conformity with the accounting practices prescribed by the Commission, which prescribes policies and procedures for county probation departments, which is a comprehensive basis of accounting other than generally accepted accounting principles. These accounting practices include the following:

- The financial statements are reported using the accrual basis of accounting. Revenues are recorded when all eligibility requirements have been met and expenditures are recorded when incurred.
- The accompanying financial statements do not represent financial statements prepared in accordance with provisions for governmental funds as prescribed by the Governmental Accounting Standards Board.
- The accompanying financial statements are prepared in a format to facilitate uniform financial reporting by county probation departments.

NOTE 2: RECONCILIATION OF ACCRUED INTEREST

Idle funds were maintained in an interest bearing account. The reconciliation of accrued interest earned on funds received from the Commission is as follows:

Accrued Interest:	Interest earned Commission Funds **FY 2011**	Interest earned Title IV-E Funds **FY 2011**	Total Interest
Beginning balance, Sept 1, 2010	$4,000	$5,000	$9,000
Interest accrued on funds received from the period of 9/01/10 – 8/31/11	2,000	4,000	6,000
Total Accrued Interest at Aug 31, 2011	$6,000	$9,000	$15,000
Minus interest expenditures in FY 2011	(---)	(---)	(---)
Ending Balance, Aug 31, 2011	$6,000	$9,000	$15,000

Note to Auditor: If the Department does not have idle funds, a statement and reason should be included.

NOTE 3: OPERATING COST FOR A SECURE JUVENILE FACILITY OPERATED BY YOUR COUNTY

The Department operates two secure juvenile facilities—a post-adjudication and pre-adjudication facility. The schedule of expenditures for each facility is as follows:

Operating Costs
Texas County Post-Adjudication Facility
For the Year Ended August 31, 2011

	Commission Funding	Local Funding	Total
Salary Related Expenses	$50,000	$250,000	$300,000
Student Related Expenses	-	20,000	20,000
Facility Expenses	20,000	10,000	30,000
Capital Expenditures	-	15,000	15,000
Total Operating Expenditures	$70,000	$295,000	$365,000

Operating Costs
Texas County Pre-Adjudication Juvenile Facility
For the Year Ended August 31, 2011

	Commission Funding*	Local Funding	Total
Salary Related Expenses	$100,000	$150,000	$250,000
Student Related Expenses	-	10,000	10,000
Facility Expenses	-	200,000	200,000
Capital Expenditures	-	40,000	40,000
Total Operating Expenditures	$100,000	$400,000	$500,000

- Commission Funding is provided from:
  Grant A - $40,000
  Grant C - $60,000
  Grant V - $70,000

Note to Auditor: If the Department does not operate a secure juvenile facility, the following statement should be included:

The Department does not operate a secure juvenile facility.

NOTE 4: FEDERAL FINANCIAL ASSISTANCE

The Texas Juvenile Probation Commission administers along with the Texas Department of Family and Protective Services, the Title IV-E Program (CFDA 93.658). The Commission disburses funds to County Name on a cost reimbursement basis. A confirmation of revenue receipted in the year ending August 31, 2011 is required and presented below. This includes receipts for direct and enhanced administrative foster care claims.

Title IV-E Contract Number	Amount Received (Cash Basis) August 31, 2011
E-10-XXX	$ 200,000

E-11-XXX		100,000
Total	$	300,000

NOTE 5: PROGRESSIVE SANCTIONS OFFICERS

The following shows funding awarded to County name for the Progressive Sanctions Officers, in fiscal years 1996 – 1999, expenditures and any unexpended balance. Total positions by award are listed within the State Financial Assistance Contract under 4.1.1.4 for (Grant "F")-Progressive Sanctions JPO and 4.1.1.7 for (Grant "O") Progressive Sanctions ISJPO. Funds that become available during the term of the State Financial Assistance Contract due to vacant Progressive Sanctions positions shall be returned to the Commission at the end of the State Financial Assistance Contract term.

Contract	Awarded Funding	Expenditures	Unexpended Balance
Grant F-FY2011 Progressive Sanctions JPO			
A. Basic PSO FY 98-99 $27,567	$ 350,000	$ 350,000	
B. Basic PSO FY 96-97 $22,179	$ 150,000	$ 150,000	
Total	**$ 500,000**	**$ 500,000**	
Grant O-FY2011 Progressive Sanctions ISJPO			
A. ISP PSO 98-99 $27,240	$ 27,240	27,240	$ -
B. ISP PSO 96-97 $26,502	-	-	-
Total	**$ 27,240**	**$ 27,240**	**$ -**

NOTE 6: SALARY ADJUSTMENT

Funding for the Salary Adjustment, Z-FY2011 is clearly restricted. Assurance testing is based on the following grant assurance.

Financial Assurances.
The grant funds made available for salary adjustments under Article IV of this grant were used only to provide salary adjustments not exceeding $3,000 for eligible full-time certified juvenile probation officers and $1,500.00 for eligible full-time certified juvenile detention/supervision officers including fringe benefits. All funds not used for this purpose were returned to the Commission in accordance with the Unexpended Balances and Refunds Due provision of the General Grant requirements.

Total Population: 175 Certified Juvenile Probation Officers
30 Detention and Supervision Officers

Sample size: 18 Certified Juvenile Probation Officers
15 Detention and Supervision Officers

All positions tested for compliance were correctly certified and paid.

Note to Auditor: If the department did not provide the salary adjustment funds to the detention or supervision officers, please indicate such. Total population and sample size should indicate 0 if there are no detention or supervision officers paid with the salary adjustment funding by the department.

Appendix 8

SAMPLE FINDINGS AND QUESTIONED COSTS

County Name Juvenile Probation Department
Schedule of Findings and Questioned Costs
For the Year Ended August 31, 2011

FINDING NO. 2011-1
Affected Grant:
A reference to the affected grant is required to be disclosed

Criteria
The State's maximum allowable rate for meal reimbursement is xxxxx.

Condition:
The Department's travel mileage reimbursement rate exceeds the state's maximum allowable rate.

Cause
The individual responsible for approving the reimbursement was not aware of the State's reimbursement rates.

Effect
As a result of this finding, a refund from Grant A, in the amount of $25, is due to the Commission.

Recommendation:
Training should be provided to individuals responsible for approving travel reimbursements.

Questioned Cost:
As a result of this finding, a refund from Grant A, in the amount of $50, is due to the Commission.

Corrective Action Plan/Management Response:

The County Name Juvenile Probation Department will use local funds to cover the difference between the maximum allowable rate and the Department's reimbursement rate. A refund in the amount of $50 will be forwarded to the Commission on or about Date.

Person Responsible for Finding Resolution
Chief Financial Officer

Target Completion Date
February 4, 2012

Note to Auditor: If the Department did not have findings, the schedule of findings and questioned costs schedule should be included, stating the following:

There were no findings or questioned costs in the current year.

Sample County Juvenile Probation Department
Schedule of Prior Year Findings and Questioned Costs
For the Year Ended August 31, 2011

FINDING NO. 2011-1
Affected Grant:
All Grants.

Condition:

One employee is responsible for cash receipting, recording and reconciling the bank account.

Recommendation:

The Department should fill the vacant position as soon as possible and assign this individual the receipting responsibilities. Compensating controls should be implemented for any duties which cannot be segregated.

Current Status:

The Accounting Clerk position was filled on February 18, 2009 and the cash handling activities were segregated from the Business Manager.

Questioned Costs: N/A

Note to Auditor: If the Department did not have prior year findings or questioned costs; the schedule of prior year findings and questioned costs should be included, stating the following:

There were no findings or questioned costs in the prior year.

RFQ NO: 2011-260-00-00-MEG	BUYER II: ELENA GOMEZ	TEL: 956-318-2626

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

Hidalgo County Juvenile Probation
"Independent Audit"

ACCEPTANCE DATE:

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Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFQ NO: 2011-260-00-00-MEG**

1. **Sealed Statements of Qualifications** will be received for "**Hidalgo County Juvenile Probation-Independent Audit"** 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-RFQ NO: 2011-260-00-00-MEG "HIDALGO COUNTY JUVENILE PROBATION-INDEPENDENT AUDIT"** and in County's Purchasing Department, 2812 S. Hwy. 281, Hidalgo County New Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,** Date, Month, Day 2011**. 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 THE FOLLOWING REFERENCE: RFQ NO: 2011-260-00-00-MEGHIDALGO COUNTY JUVENILE PROBATION-INDEPENDENT AUDIT.**

   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 NO LATER THAN Date, Month, Day 2011 at 5:00 p.m.. Responses will be sent to all applicants via facsimile by Date, Month, Day 2011 2011 at 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal 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.

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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 proposal 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:

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- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Hidalgo County Juvenile Probation-Independent Audit"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  f) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Juvenile Probation
Israel "Buddy" Silva, Chief Juvenile Probation Officer
1001 North Doolittle Road
"Judge Mario E. Ramirez Jr. Juvenile Justice Center"
Edinburg, TX 78541
956-587-6249

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	Month, Day 2011
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

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 also 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 proposal, and prior to commencement of the actual work, the proposer 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 materialmen 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~~

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~~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 proposal 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, 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 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 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.

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Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

19. If, during the life of any contract or proposal awarded, the successful proposer'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. Proposals, 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 Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- 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 proposer 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 proposer'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 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 (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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer 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

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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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer 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 proposer 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 proposer'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 proposer.

26. Successful proposer 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 proposer 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 proposer 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. Proposers shall provide with the proposal 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. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

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Request For Qualifications
for
Hidalgo County Juvenile Probation-Independent Audit
RFQ No: 2011-260-00-00-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy. 281
Hidalgo County 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 bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its proposal, 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(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder 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 proposal.

Participant(s) agrees that this proposal 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,

Bidder:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

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EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY JUVENILE PROBATION
REQUEST FOR QUALIFICATIONS

INDEPENDENT AUDIT SERVICES

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Hidalgo County Juvenile Probation is presently accepting statements of qualifications from interested Certified Public Accountants (CPAs) for the provision of "Independent Audit Services" for fiscal year ending in **August 31, 2011**. Hidalgo County Juvenile Probation intends to enter into a two-year audit engagement contract, with County's option to renew for two (2) additional one (1) year terms under the same rates, terms and conditions, with a state-registered (Texas) CPA Firm. Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Independent Audit Services-Hidalgo County Juvenile Probation Department"** as specified herein. Statements of Qualifications will be accepted **9:30 A.M., Wednesday, MONTH, DATE, 2011. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ Number: 2011-260-00-00-MEG
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Acceptance Date.

The following outlines the Request for Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 S. Hwy. 281, Hidalgo County New Administration Building, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, **MONTH, DATE, 2011**at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, **MONTH, DATE, 2011**. **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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage

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to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-COLLUSION:
Submitters, by submitting the signed Proposer's Affidavit, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

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.

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RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. *Please sign the original in **blue** ink.*

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
The term of the agreement will be for an initial period of two (2) years with County's option to renew for two (2) additional one (1) year terms under the same rates, terms and conditions.

TERM OF ENGAGEMENT/CONTRACT:
An initial letter of engagement to render an opinion on the County's Financial Statements for fiscal/calendar years beginning **September 1, 2011 and 2012,** with the County's option to renew an additional two fiscal/calendar years ending **August 31, 2013 and 2014** under the same rates, fees, terms and conditions unless otherwise agreed upon by Hidalgo County.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required,

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and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

OVERVIEW:

The Independent Audit Services for Hidalgo County Juvenile Probation consists of "The Texas Juvenile Probation Commission requiring an audit to be completed annually in accordance with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAS) for al grant funds from the Commission. The audit report for the fiscal year ended **August 31, 2011** must be mailed in sufficient time in order for the report to be received by the Commission on or before March 1, 2012 and in accordance with this document. Reports received after March 1, 2012 are considered delinquent and a "Non-Compliance Citation Report" will be issued for non-compliance and grant funds may be suspended.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent "Independent Certified Public Accounting Firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- The Auditor must be a Certified Public Accountant (CPA) with a current license from the Texas State Board of Public Accountancy. An accounting firm other than a sole practitioner must be licensed by the Texas State Board of Public Accountancy.

- The Auditor or Audit Firm must submit along with the Statement of Qualifications, a copy of the current CPA License and a copy of the firms current "Peer Review".

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. A list of clients to show experience in auditing governmental entities and in performing audits in accordance with the Single Audit Act Amendments of 1996. For each project, a current contact 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:

Must supply a list of all potential servicing personnel with who would in any way be involved in the handling and/or assisting of the "Juvenile Probation-Independent Audit". Any additional personnel to be involved at a later date must have resume submitted for prior consultation with "Juvenile Probation Department-Attention Buddy Silva", with subsequent proposal for personnel to follow guidelines as provided herein. Resumes should include a summary of education, experience, licenses. 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 and the Texas State Board of Public Accountancy. All interested parties are required to furnish a certification or acknowledgment stating that the auditor/accountant is/are free from suspension or debarment pursuant to federal regulation 45CRF76. Certification forms is included in

DRAFT

this packet and must be completed and submitted as part of the response on the RFQ. The participants should add copies of their current license from the Texas State Board of Public Accountancy.

SCOPE OF SERVICES:
The services required by Hidalgo County Juvenile Probation for an Independent Audit Services from Certified, Licensed Public Accountant, including but not limited to are as follows:

- Audit must be performed by a Certified Licensed Public Accountant

- **Once selected, awarded firm must complete the audit by a deadline of February 4, 2012. Any extension for audit report date, can only be authorized and approved by Hidalgo County Juvenile Probation Chief Probation Officer-Buddy Silva. A copy of the "Audit Report" must be forwarded to the "Texas Juvenile Probation Commission" on or before March 1, 2012, by Juvenile Probation Department. If the "Audit Report" is not submitted by deadline of February 4, 2012 by the awarded vendor to the Juvenile Probation Department, it will cause the department to be in Non-Compliance and probable cause for grant funds to be suspended.**

- The Auditor's Engagement Letter shall state, among other things, that:
  a) The audit will be performed in accordance with generally accepted auditing standards, Single Audit Act Amendments of 1996, Government Auditing Standards, and Government Accounting Standards Board (GASB) Statement No. 34;
  b) The audit report will be completed in final form by February 4, 2012;
  c) The awarded "CPA Firm" will utilize the "Requirements" submitted by the "Texas Juvenile Probation Commission listed as "Audit Requirements";
  d) The number of auditors that will be assigned to the audit services.

FOR FURTHER DETAILED SCOPE OF SERVICES/REQUIREMENTS, PLEASE SEE THE "TEXAS JUVENILE PROBATION COMMISSION AUDIT REQUIREMENTS" ATTACHMENT.

INSURANCE:
All other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected for negotiations, proposer is to provide a fee proposal for the following scope of services/work, including the estimated number of hours and the audit cost proposal. A breakdown of the estimate hours and billing rates shall be submitted for all auditors, partners, support staff and owners involved in the audit.

The County reserves the right to negotiate with any an all audit firms that submit Statement of Qualifications as per the Texas Professional Service Procurement Act and the Uniform Grant and Contract Management Act of 1981. The County of Hidalgo is an Affirmative

DRAFT

Action/Equal Opportunity Employer.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) copies of the Statement of Qualifications (SOQ's).**

SECTION III -SELECTION AND SCHEDULES

EVALUATION SYSTEM:
The evaluation system consists of a 100-point system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms that have scored at least 80 points in order to finalize ranking. Such presentation will increment the total scoring points with up to 10 additional points for a maximum of 110 total scoring points.

Categories under the 100-Point Scoring System include the following listed criteria:

1) Professional Qualifications of team (20 Points)
2) Experience of Project Team/Availability to Commit Resources (25 Points)
3) Experience with similar projects within past five (5) years (20 Points)
4) Understanding of Project/Capability to meet schedules and deadlines (25 Points)
5) Familiarity with Applicable Rules and Regulations (10 Points)

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFQ.

SELECTION PROCEDURES:
The RFQ shall be submitted according to the schedule below. The respondent should be able to submit a cost proposal on short notice at a later time after qualifications.

RFQ SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

RFQ SCORING AND PROPOSAL RANKING:

(A) Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County Juvenile Probation Request for Qualifications.

(B) After the SOQ's have been reviewed, scored and evaluated, a grid will be presented to

DRAFT

Commissioner's Court for the purposes of ranking. However, as detailed in the Selection Criteria, at the sole discretion of Commissioner's Court, a presentation may be requested from the participating firms that have scored at least 80 points in order to complete and finalize the ranking of the firms.

NEGOTIATION PROCESS:

After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. The County Commissioner's Court will then enter into negotiations process with the top ranked firm for the purpose of reaching an agreement. After an agreement is reached and negotiation efforts are successful, a contract/letter of engagement in an approved County format will be drafted and executed with the firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County Of Hidalgo reserves the right to reject any and all RFQs.

TERMINATION OF SERVICES:

Any contract awarded to a qualified "Independent Certified Public Accountant" will be in effect until **(a) the contract expires, (b) performance of all services ordered, or (c) terminated by County with ninety (90) day's written notice prior to cancellation, (d) or until County has engaged the services of a new "Independent Certified Public Accountant".**

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, MONTH, DATE, 2011**. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DRAFT

AI-28975 **9. D.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: MARTHA SALAZAR Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for final payment on the following invoices from Dos Logistics, Inc. under Contract #C-08-242-10-28 for Professional Engineering Services for the **"Storm Water Improvements for Colonias: Spanish Palm, Encinal, La Pinata, Olivarez #2 and Chapa #2 (Estancia)"** with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

1. Colonia Spanish Palm-PO#612706-$6,581.25
2. Colonia Encinal-PO#612707-$5,617.70
3. Colonia La Pinata-PO#612708-$9,225.70
4. Colonia Olivarez #2-PO#612709-$9,533.75
5. Colonia Estancia (Chapa #2)-PO#612710-$12,162.70

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1339-431-00-121-064-0-733

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

BUDGETARY IMPACT:

PO #612706 for Dos Logistics, Inc.- Amount available as of 10-6-11 $6,581.25 in relation to Storm Water Improvements for Colonia Spanish Palm.

FISCAL YEAR: 2011 ACCT. #: 1-1339-431-00-121-060-0-733

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

BUDGETARY IMPACT:

PO #612707 for Dos Logistics, Inc. - Amount available as of 10-6-11 $5,617.70 in relation to Storm Water Improvements for Colonia Encinal.

FISCAL YEAR: 2011 ACCT. #: 1-1339-431-00-121-068-0-733

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

BUDGETARY IMPACT:

PO #612708 for Dos Logistics, Inc.-Amount available as of 10-6-11 $9,225.70 in relation to Storm Water Improvements for Colonia La Pinata.

FISCAL YEAR: 2011 ACCT. #: 1-1339-431-00-121-062-0-733

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

BUDGETARY IMPACT:

PO #612709 for Dos Logistics, Inc.-Amount available as of 10-6-11 $9,533.75 in relation to Storm Water Improvements for Colonia Olivarez #2

FISCAL YEAR: 2011 ACCT. #: 1-1339-431-00-121-061-0-733

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

BUDGETARY IMPACT:

PO #612710 for Dos Logistics, Inc.-Amount available as of 10-6-11 $12,162.70 in relation to Storm Water Improvements for Colonia Estancia.

Attachments

INVOICES

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/05/2011 05:30 PM
Budget & Management	Merlen P. Munoz	10/06/2011 08:00 AM
Ivan Cantu	Ivan Cantu	10/06/2011 10:50 AM
Auditor's Office	Arcilia Duran	10/07/2011 11:34 AM

Form Started By: Vangie Garcia Started On: 10/05/2011 11:58 AM

Final Approval Date: 10/07/2011

HIDALGO COUNTY PRECINCT 1

PROFESSIONAL SERVICES - ENGINEERS / ARCHITECTS

REQUEST PAYMENT NO: FINAL **DATE: 10/4/2011**

ATT.: **Noe Montez**

CITY/PRECINCT: **Hidalgo County Precinct 1**
PROJECT NAME: **Colonia La Pinata**
ENG./ARCH. FIRM: **Dos Logistics, Inc.**
ADDRESS: **1002 East Expressway 83**
CITY/STATE: **Weslaco, TX**
ZIP CODE: **78596**

CONTRACT AMOUNT: **$33,548.00** C-08-242-10-28
PO: **612708**

PSO Code: DLI.08.0100.01

SCOPE OF SERVICES	ESTIMATED AMOUNT	% COMPLETED TO DATE	TOTAL DUE	LESS PREVIOUS PAYMENTS	AMOUNT DUE TIME REQUEST
LA PINATA - Topographic Survey Data Collection and Engineering Services	$33,548.00	100.00%	$33,548.00	$24,322.30	$9,225.70
TOTAL	**$33,548.00**		**$33,548.00**	**$24,322.30**	**$9,225.70**

* Please attach supporting documents to this request.

I certify that above is true and correct to the best of my knowledge.

PE
Hugo P. Gonzalez, P.E.
Dos Logistics, Inc

10/4/2011
Date

Commissioner Joel Quintanilla
Hidalgo County Precinct No. 1

Date

INVOICE RECEIVED BY
on 10-7-11

GOODS/SERVICES RECEIVED BY:
on

1-1339-431-00-121-068-0-733

HIDALGO COUNTY PRECINCT 1

PROFESSIONAL SERVICES - ENGINEERS / ARCHITECTS

REQUEST PAYMENT NO: FINAL **DATE: 10/4/2011**

ATT.: **Noe Montez**

CITY/PRECINCT: **Hidalgo County Precinct 1**
PROJECT NAME: **Colonia Olivarez#2**
ENG./ARCH. FIRM: **Dos Logistics, Inc.**
ADDRESS: **1002 East Expressway 83**
CITY/STATE: **Weslaco, TX**
ZIP CODE: **78596**

CONTRACT AMOUNT: **$38,135.00** C-08-242-10-28
PO: **612709**

PSO Code: DLI.08.0100.01

SCOPE OF SERVICES	ESTIMATED AMOUNT	% COMPLETED TO DATE	TOTAL DUE	LESS PREVIOUS PAYMENTS	AMOUNT DUE TIME REQUEST
Olivarez#2- Topographic Survey, Data Collection and Engineering Services	$38,135.00	100.00%	$38,135.00	$28,601.25	$9,533.75
TOTAL	**$38,135.00**		**$38,135.00**	**$28,601.25**	**$9,533.75**

* Please attach supporting documents to this request.

I certify that above is true and correct to the best of my knowledge.

Hugo P. Gonzalez, P.E.
Dos Logistics, Inc

10/4/11
Date

Commissioner Joel Quintanilla
Hidalgo County Precinct No. 1

Date

INVOICE RECEIVED BY
Noe Montez on 10-4-11
GOODS/SERVICES RECEIVED BY
on

1-1339-431-00-121-062-0-733

HIDALGO COUNTY PRECINCT 1

PROFESSIONAL SERVICES - ENGINEERS / ARCHITECTS

REQUEST PAYMENT NO: FINAL **DATE: 10/4/2011**

ATT.: **Noe Montez**

CITY/PRECINCT: **Hidalgo County Precinct 1**
PROJECT NAME: **Colonia Encinal**
ENG./ARCH. FIRM: **Dos Logistics, Inc.**
ADDRESS: **1002 East Expressway 83**
CITY/STATE: **Weslaco, TX**
ZIP CODE: **78596**

CONTRACT AMOUNT: **$20,428.00** C-08-242-10-28
PO: **612707**

PSO Code: DLI.08.0100.01

SCOPE OF SERVICES	ESTIMATED AMOUNT	% COMPLETED TO DATE	TOTAL DUE	LESS PREVIOUS PAYMENTS	AMOUNT DUE TIME REQUEST
ENCINAL - Topographic Survey, Data Collection and Engineering Services	$20,428.00	100.00%	$20,428.00	$14,810.30	$5,617.70
TOTAL	**$20,428.00**		**$20,428.00**	**$14,810.30**	**$5,617.70**

* Please attach supporting documents to this request.

I certify that above is true and correct to the best of my knowledge.

Hugo P. Gonzalez, P.E.
Dos Logistics, Inc

10/04/11
Date

Commissioner Joel Quintanilla
Hidalgo County Precinct No. 1

Date

INVOICE RECEIVED BY
Nancy H on 10-4-11
GOODS/SERVICES RECEIVED BY:
_____ on _____

1-1339-431-00-121-060-0-733

HIDALGO COUNTY PRECINCT 1

PROFESSIONAL SERVICES - ENGINEERS / ARCHITECTS

REQUEST PAYMENT NO: FINAL **DATE: 10/4/2011**

ATT.: **Noe Montez**

CITY/PRECINCT: **Hidalgo County Precinct 1**
PROJECT NAME: **Colonia Estancia (Chapa#2)**
ENG./ARCH. FIRM: **Dos Logistics, Inc.**
ADDRESS: **1002 East Expressway 83**
CITY/STATE: **Weslaco, TX**
ZIP CODE: **78596**

CONTRACT AMOUNT: **$44,228.00** C-08-242-10-28
PO: **612710**

PSO Code: DLI.08.0100.01

SCOPE OF SERVICES	ESTIMATED AMOUNT	% COMPLETED TO DATE	TOTAL DUE	LESS PREVIOUS PAYMENTS	AMOUNT DUE TIME REQUEST
ESTANCIA(Chapa#2) - Topographic Survey, Data Collection and Engineering Services	$44,228.00	100.00%	$44,228.00	$32,065.30	$12,162.70
TOTAL	**$44,228.00**		**$44,228.00**	**$32,065.30**	**$12,162.70**

* Please attach supporting documents to this request.

I certify that above is true and correct to the best of my knowledge.

Hugo P. Gonzalez, P.E.
Dos Logistics, Inc

10/4/11
Date

Commisioner Joel Quintanilla
Hidalgo County Precinct No. 1

Date

1-1339-431-00-121-061-0-733

INVOICE RECEIVED BY _____ on _____

GOODS/SERVICES RECEIVED BY:

_____ on _____

HIDALGO COUNTY PRECINCT 1

PROFESSIONAL SERVICES - ENGINEERS / ARCHITECTS

REQUEST PAYMENT NO: FINAL **DATE: 10/4/2011**

ATT.: **Noe Montez**

CITY/PRECINCT: **Hidalgo County Precinct 1**
PROJECT NAME: **Colonia Spanish Palm**
ENG./ARCH. FIRM: **Dos Logistics, Inc.**
ADDRESS: **1002 East Expressway 83**
CITY/STATE: **Weslaco, TX**
ZIP CODE: **78596**

CONTRACT AMOUNT: **$26,325.00** C-08-2F2-10-28
PO: **612706**

PSO Code: DLI.08.0100.01

SCOPE OF SERVICES	ESTIMATED AMOUNT	% COMPLETED TO DATE	TOTAL DUE	LESS PREVIOUS PAYMENTS	AMOUNT DUE TIME REQUEST
Spanish Palm - Topographic Surv Data Collection and Engineering Services	$26,325.00	100.00%	$26,325.00	$19,743.75	$6,581.25
TOTAL	**$26,325.00**		**$26,325.00**	**$19,743.75**	**$6,581.25**

* Please attach supporting documents to this request.

I certify that above is true and correct to the best of my knowledge.

PE
Hugo P. Gonzalez, P.E.
Dos Logistics, Inc

Commisioner Joel Quintanilla
Hidalgo County Precinct No. 1

10/4/11
Date

INVOICE RECEIVED BY _____ Date

_____ on _____

1-1339-431-00-121-0640-733 GOODS/SERVICES RECEIVED BY:

_____ on _____

AI-28955 **9. E.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the following invoices submitted by contracted project engineer, L & G Consulting Engineers, Inc.:

1. Invoice No. 11323927- $18,141.90 for "FM 681 From FM 2221 to SH 107"-C-09-192-06-08;
2. Invoice No. 11323928- $23,721.60 for "FM 681 Project; From FM 2221/FM 492"-C-09-192A-06-08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1315-431-00-123-070-0-841

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

BUDGETARY IMPACT:

For Invoice No. 11323927: Available funds in P.O. #625224 as of 10/05/11 are $295,101.12.

FISCAL YEAR: 2011 ACCT. #: 1-1315-431-00-123-071-0-841

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

BUDGETARY IMPACT:

For Invoice No. 11323928: Available funds in P.O. #625225 as of 10/05/11 are $245,997.87.

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/05/2011 11:51 AM
Budget & Management	Merlen P. Munoz	10/05/2011 02:58 PM
Perla Lopez	Perla Lopez	10/05/2011 03:47 PM
Auditor's Office	Arcilia Duran	10/06/2011 05:15 PM

Form Started By: Rocio Villarreal Started On: 10/05/2011 09:38 AM

Final Approval Date: 10/06/2011

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323927
INVOICE DATE: 09/30/11

SIGN: _____
REQ# 156841
PO# 625224

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineerging services thru the month of Sept. 2011.						
13002-ROW Map	6,200.00	6,200.00		6,200.00	100.0	
13020-ROW Map/Sub	158,100.00	158,100.00		158,100.00	100.0	
15001-Surv,Plans&Des	677.32	643.45		643.45	95.0	33.87
15010-Field Srvy/Sub	65,748.00	62,460.60		62,460.60	95.0	3,287.40
15050-Outfall Sy Sub	15,204.00	15,204.00		15,204.00	100.0	
15060-Outfall Sy Sub	34,218.00	34,218.00		34,218.00	100.0	
16001-Rdwy Design	365,920.00	358,601.60		358,601.60	98.0	7,318.40
16102-Hydraulic Dsgn	40,000.00	39,200.00		39,200.00	98.0	800.00
16104-Outfall Dsgn	40,000.00	39,200.00		39,200.00	98.0	800.00
16201-Signing	20,000.00	19,600.00		19,600.00	98.0	400.00
16202-Pvmt Marking	16,000.00	15,680.00		15,680.00	98.0	320.00
16230- Signal/Illum	90,000.00	85,500.00		85,500.00	95.0	4,500.00
16302-Traf Cntrl Pln	30,000.00	29,400.00		29,400.00	98.0	600.00
16304-Irrigation	30,000.00	29,400.00		29,400.00	98.0	600.00
16306-Qty Specs	30,000.00	29,400.00		29,400.00	98.0	600.00
16307-Utilities	30,000.00	30,000.00		30,000.00	100.0	
32001-Const. Mgnmt	22,075.47				0.0	22,075.47
60000-Row Acq. Admin	272,852.83	259,210.19		259,210.19	95.0	13,642.64
60100-Title Services	31,800.00	31,800.00		31,800.00	100.0	
60200-Appraisal Srv	37,100.00	29,383.20		29,383.20	79.2	7,716.80
60220-Appr Svc/Sub	106,000.00	84,000.00		84,000.00	79.2	22,000.00
60300-Appraisal Rvw	22,525.00	17,839.80		17,839.80	79.2	4,685.20
60301-Apprais Update	9,500.00				0.0	9,500.00
60330-Appr Rev/Sub	19,875.00	15,750.00		15,750.00	79.2	4,125.00
60400-Parcel Negtion	185,500.00	16,695.00	18,141.90	34,836.90	18.8	150,663.10
60500-Clsng Srvs Fee	10,600.00				0.0	10,600.00
60600-Relocation Srv	12,000.00				0.0	12,000.00
60700-Land	38,716.98	38,716.98		38,716.98	100.0	
TOTALS:	1,740,612.60	1,446,202.82	18,141.90	1,464,344.72	84.1	276,267.88
16002-Rdwy Dsg-2 Set	34,566.98	33,875.64		33,875.64	98.0	691.34
13021-ROW Map/Sub	4,150.00	4,150.00		4,150.00	100.0	
60700-Land	-38,716.98	-38,716.98		-38,716.98	100.0	
Supplemental #1						

L & G Consulting Engineers Inc
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INVOICE #: 11323927
INVOICE DATE: 09/30/11
PAGE: 2

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS:	1,740,612.60	1,445,511.48	18,141.90	1,463,653.38	84.1	276,959.22

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	1,740,612.60
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,740,612.60
TOTAL COMPLETED TO DATE	$	1,463,653.38
LESS PREVIOUS INVOICES	$	1,445,511.48
CURRENT PAYMENT DUE	$	18,141.90

INVOICE RECEIVED BY
DA ON 10/4/11
GOODS/SERVICES RECEIVED BY
Conn Flores ON 9/30/11

1-135-431-00-123-070-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323928
INVOICE DATE: 09/30/11

SIGN: _____
REQ# 136846
PO# 625225

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineerging services thru the month of Sept. 2011.						
13020-ROW Map/Sub	99,200.00	99,200.00		99,200.00	100.0	
15001-Surv,Plans&Des	16,611.68	15,781.10		15,781.10	95.0	830.58
15010-Field Srvy/Sub	30,940.00	29,393.00		29,393.00	95.0	1,547.00
15050-Outfall Sy/Sub	7,154.00	7,154.00		7,154.00	100.0	
16001-Rdwy Design	126,800.00	124,264.00		124,264.00	98.0	2,536.00
16102-Hydraulic Dsgn	20,000.00	19,600.00		19,600.00	98.0	400.00
16104-Outfall Dsgn	20,000.00	19,600.00		19,600.00	98.0	400.00
16201-Signing	10,000.00	9,800.00		9,800.00	98.0	200.00
16202-Pvmt Marking	8,000.00	7,840.00		7,840.00	98.0	160.00
16303-Signal/Ill	8,490.57	7,641.51		7,641.51	90.0	849.06
16230-Signal/Ill Sub	30,000.00	27,000.00		27,000.00	90.0	3,000.00
16302-Traf Cntrl Pln	15,000.00	14,700.00		14,700.00	98.0	300.00
16304-Irrigation	15,000.00	14,700.00		14,700.00	98.0	300.00
16306-Qty Specs	15,000.00	14,700.00		14,700.00	98.0	300.00
16307-Utilities	15,000.00	14,700.00		14,700.00	98.0	300.00
32001-Const. Mgnmt	14,433.96				0.0	14,433.96
60000-Row Acq. Admin	145,172.17	137,913.56		137,913.56	95.0	7,258.61
60100-Title Services	19,200.00	19,200.00		19,200.00	100.0	
60200-Appraisal Srv	22,400.00	5,600.00		5,600.00	25.0	16,800.00
60220-Appr Svc/Sub	64,000.00	16,000.00		16,000.00	25.0	48,000.00
60300-Appraisal Rvw	13,600.00	3,400.00		3,400.00	25.0	10,200.00
60301-Apprais Update	4,500.00				0.0	4,500.00
60330-Appr Rev/Sub	12,000.00	3,000.00		3,000.00	25.0	9,000.00
60400-Parcel Negtion	112,000.00		23,721.60	23,721.60	21.2	88,278.40
60500-Clsng Srvs Fee	6,400.00				0.0	6,400.00
60600-Relocation Srv	6,000.00				0.0	6,000.00
60700-Land	18,283.02	18,283.02		18,283.02	100.0	
TOTALS:	875,185.40	629,470.19	23,721.60	653,191.79	74.6	221,993.61
16002-Rdwy Design	14,133.02	13,850.36		13,850.36	98.0	282.66
13021-ROW Map/Sub	4,150.00	4,150.00		4,150.00	100.0	
60700-Land	-18,283.02	-18,283.02		-18,283.02	100.0	
Supplemental #1						

L & G Consulting Engineers Inc
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INVOICE #: 11323928
INVOICE DATE: 09/30/11
PAGE: 2

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS:	875,185.40	629,187.53	23,721.60	652,909.13	74.6	222,276.27

ORIGINAL CONTRACT SUM	$	875,185.40
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	875,185.40
TOTAL COMPLETED TO DATE	$	652,909.13
LESS PREVIOUS INVOICES	$	629,187.53
CURRENT PAYMENT DUE	$	23,721.60

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
DBV ON 10/4/11
GOODS/SERVICES RECEIVED BY
[signature] ON 9/3/11

1-1315-431-00-123.071-0541

AI-28972 **9. F.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Martha Salazar Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County Health and Human Services-Various Types of Laboratory and Related Services" Bid No. 2011-173a-SMA including the re-advertising of project in the event no bids received and project is still required.

BACKGROUND

1.) Draft Contract Document form was previously reviewed & modified by legal counsel on 09/21/11
2.) Proposed Schedule of Events:
1st Advertisement: October 15, 2011
2nd Advertisement: October 22, 2011
Bid Opening Date: November 02, 2011

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-441-00-340-003-0-339

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

BUDGETARY IMPACT:

Funding pending approval of LIT - AI# 29029 10-11-11

Attachments

procurement packet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/05/2011 05:27 PM
Budget & Management	Merlen P. Munoz	10/06/2011 07:59 AM
Manuel Chapa	Manuel Chapa	10/06/2011 03:49 PM
Auditor's Office	Arcilia Duran	10/07/2011 11:32 AM

Form Started By: Sandra Montalvo Started On: 10/05/2011 11:46 AM

Final Approval Date: 10/07/2011

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Eddie Olivarez, Director
Hidalgo County Health Department

Attn: Josie Escalante, Adm. Asst.

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: **August 11, 2011**

RE: RECOMMENDATION/CONCURRANCE REQUEST: Bid No. -2011-173-08-10-SMA-
Hidalgo County Health Department-*Laboratory Services for CHIP, Medicaid, Private Insurance, Self Pay, Title V & CHIP Perinatal Patients (Superior Health Plan & Molina Health Care)"*

We have received sole- response to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **August 19, 2011 @ 10:00 a.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☐ **APPROVE** ☒ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: _____

Recommendations/Concerns: As per Ms. Lydia Serna, (DON) advice

Please Reject and Re-advertise. -Vendor does not meet Requirements on the maternal serum Screen 5 (Penta)

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Eduardo Olivarez	Health Dept.	08/18/2011

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Approval of Specifications)

OCT 04 2011 4:00 pm

TO: Eddie Olivarez, Director
Hidalgo County Health Department

Attn: Josie Escalante, Adm. Asst.

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: **September 27, 2011**

RE: Approval of Modified Specifications for: Bid No. -2011-173a-00-00-SMA- Hidalgo County Health and Human Services --"Laboratory Services for ***CHIP, Medicaid, Private Insurance, Self Pay, Title V & CHIP Perinatal Patients*** (Superior Health Plan & Molina Health Care) and Hidalgo County Health and Human Services

Please review the following **modifications** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY:_____YES / _____NO/_____Other(Specify)_____

BUDGET ACCOUNT #: 0-1100-441-00-340-00 3-0-339

AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than , Friday, September 30, 2011 @ 10:00 A.M.

Enclosures

Bid No: 2011-173A-00-00-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY HEALTH AND HUMAN SERVICES
"Various Types of Laboratory and Related Services"

BID OPENING DATE: November 00, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY HEALTH and HUMAN SERVICES-*"Various Types of Laboratory and Related Services"*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders 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 specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-173A-00-00-SMA-"HIDALGO COUNTY HEALTH and HUMAN SERVICES-*"Various Types of Laboratory and Related Services"*** and in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, November 00, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB 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 REQUEST FOR BIDS-2011-173A-00-00-SMA-"HIDALGO COUNTY HEALTH and HUMAN SERVICES-*"Various Types of Laboratory and Related Services"*

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item 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 bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data

with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid 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 Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards 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 o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- 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, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS**:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order and Contract Number (if any)
  d) Notation-**"HIDALGO COUNTY HEALTH and HUMAN SERVICES-"Various Types of Laboratory and Related Services"** 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:

Ray Eufracio, Auditor
Hidalgo County Auditor's Office
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable
(956) 318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**November 00, 2011**
Award of Contract	_____ 2011
Commence Work or Deliver Products	_____, 2011

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & 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 bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder 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.

19. **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 proposal 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.

20. **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 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 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 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 BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder'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.

22. Bids, 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.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- 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.

24. Successful bidder 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 bidder'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.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. 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 bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder 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 bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder 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 bidder'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 and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to 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 Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder 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.

29. 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.

30. The successful bidder 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.

Bid
For

HIDALGO COUNTY HEALTH and HUMAN SERVICES
"Various Types of Laboratory and Related Services"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
HIDALGO COUNTY HEALTH AND HUMAN SERVICES
"*Various Types of Laboratory and Related Services"*
BID NO.: 2011-173A-00-00-SMA

SCOPE:

The Hidalgo County Health and Human Services is seeking to contract with a qualified vendor(s) to furnish "Laboratory Services for ***CHIP, Medicaid, Private Insurance, Self Pay, Title V & CHIP Perinatal Patients*** (Superior Health Plan & Molina Health Care) and Hidalgo County Health and Human Services

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Health and Human Services. These requirements and/or specifications must be **equal or better**, including, but not limited to, the following:

SPECIFICATIONS/REQUIREMENTS, TERMS AND CONDITIONS

1) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

2) Hidalgo County Health and Human Services has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

3) All services will be on an "**As Needed Basis**", there are no set quantities to be requested only approximations.

4) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term.

5) Hidalgo County Health and Human Services reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

6) Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

7) Hidalgo County Health and Human Services reserves the right to award to one (1) or multiple vendors which ever is more valuable to the County.

8) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

9) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

10) Hidalgo County Health and Human Services reserves the right to add/delete items as it deems to be in the best interest of the County.

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11) Laboratory will be responsible for billing *Chip, Medicaid, Private Insurance, Self Pay and CHIP Perinatal Patients for all services (Superior Health Plan & Molina Health Care).*

12) Patients will be screened by Hidalgo County Health and Human Services staff for eligibility.

13) Specimens will be collected by Hidalgo County Health and Human Services Staff.

14) Provide at least 2 (two) accessible lab locations to refer patients for collection if specimen cannot be collected by Hidalgo County Health and Human Services staff (i.e. Weslaco, Edinburg, McAllen). Laboratory will be responsible for delivery/processing of such specimens when necessary.

15) Electronic Lab results are required.

16) Lab must schedule and provide pick up services for all specimens from each clinic location on a daily basis. Locations are as follows:

- Edinburg Clinic – 3105 E Schunior, Edinburg, TX
- Elsa Clinic – 708 Edinburg St., TX
- Hidalgo Clinic – 702 E Texano St., Hidalgo, TX
- McAllen Clinic – 300 E Hackberry, McAllen, TX
- Mission Clinic – 211 N. Schuerbach, Mission, TX
- Pharr Clinic – 300 W. Hall Acres, Pharr, TX
- Weslaco Clinic – 1901 N. Bridge, Weslaco, TX

17) All certificates, licenses, etc. for laboratory to operate in the State of Texas are required and copies must be submitted with bid. *(Including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification)*

18) Must be CHIP, Medicaid, Private Insurance and Self Pay Provider mandated by the State of Texas Department of Health and Human Services.

19) All supplies must be provided to Hidalgo County Health and Human Services for all required testing.

WOMEN'S HEALTH:

1) Annually approximately 1,250 female patients are seen, at five (5) specimens per patient.
2) Approximately 600 lab re-submissions.
3) Maternal Serum Screen 5. (Age, AFP, hCG, uE3, DIA, ITA)
Results must be available and provided within 24 hours.

4) Maternal Serum Screen 4 (Age, hCG, uE3, DiA, ITA)
Results must be available and provided within 24 hours.

5) Prenatal (OB) Panel (Total of 11 tests which include Hepatitis B, HIV, RPR & Rubella)

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Results must be available and provided within 24 hours.

6) Amplified CT/GC Testing for Chlamydia and Gonorrhea.
Results must be available and provided within 48 hours.

7) Surpath (Liquid Pap Smear) includes HPV, GC/Chlamydia.
Results must be available and provided within 48 hours.

8) Bacterial Vaginosis/Vaginitis (Trich, G. Vaginalis, & Candida).
Results must be available and provided within 48 hours.

9) Single HIV; Single RPR; Single Rubella Screens
Results must be available and provided within 48 hours.

10.) Glucose Serum

CHILDRENS HEALTH:
Average of 250 Children enrolled in Superior Health Plan. Services Required for Children:

1) New Born Screening
Results must be available and provided within 24 hours.

2) Lead
Results must be available and provided within 24 hours.

3) Hemoglobin Type
Results must be available and provided within 24 hours.

Lab Requirements:

- Supplies provided for all of the above tests
- Provide computers for lab requests at each of the seven (7) health Department clinics
- Provide pick up services at each of the (7) Health Department Clinics
- Provide accessibility to refer clients for special specimen collections, as needed (i.e. East side, West side & Mid-Valley)

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Sandra Montalvo, Buyer, via-email sandra.montalvo@co.hidalgo.tx.us Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, October 00, 2011, by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, October 00, 2011 by 5:00 p.m.

DRAFT

Sandra Montalvo

From: Rocio Villarreal [rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, September 26, 2011 1:38 PM
To: 'Sandra Montalvo'
Subject: FW: Industry Professional Standards
Attachments: ROCIO VILLARREAL2.vcf

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, September 26, 2011 1:21 PM
To: 'Rocio Villarreal'
Subject: RE: Industry Professional Standards

Paragraph 4 is good to go.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, September 26, 2011 11:44 AM
To: 'Steve Crain'
Cc: 'Martha Salazar'
Subject: RE: Industry Professional Standards

Good Morning Mr. Crain:

Did the correction, good to go? Please advise. Thank you.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, September 21, 2011 5:10 PM
To: 'Rocio Villarreal'
Subject: RE: Industry Professional Standards

In numbered paragraph 4 delete the word "approved" and insert in lieu thereof the word "required".

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, September 21, 2011 4:14 PM
To: 'Steve Crain'
Cc: 'Martha Salazar'; 'Sandra Montalvo'
Subject: RE: Industry Professional Standards

Mr. Crain as discuss thru our phone conversation, I have incorporated to the specifications and draft medical laboratory service agreement the CLIA certification. Please approve draft agreement as to form so we can proceed to place the project in Com Court for the approval of advertisement. If you have any questions please feel free to contact me. Thank you.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-173A-00-00

THIS CONTRACT is made and entered into this_____day of_____**, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____**.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Laboratory Services"** for Hidalgo County (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB, the Commissioners' Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County.** This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of

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this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, Commissioner, Sheriff or his designated agent. Company agrees in performing the Services that it will use proper professional standards comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning_____ and ending on _____ and with the County's option to extend for an additional two (2) one (1) year term. Contract may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract specifically all required licenses and permits, including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against

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written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge

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100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall LLP

By: _____
Steve L. Crain

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AI-28958 **9. G.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of payment of Invoice#11323943 in the amount of ($24,310.00) submitted by L & G Consulting Engineers, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection to Contract #C-11-234-09-13 (WA#1-PO#663995) for: "FM 1925 Project" within Hidalgo County Precinct No. 4.

BACKGROUND

Inv#11323943 L&G Consulting Engineers, Inc. w/Memo request frm Pct 4
Contract #C-11-234-09-13
WA#1

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1336-431-00-124-076-0-731

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

BUDGETARY IMPACT:

PO# 663995 available balance as of 10-6-11 $429,600.00 for L&G Consulting Eng. Inc.

Attachments

Inv#11323943-L&G Eng w/Memo by Pct 4

WA#1-L&G-C-11-234-09-13

contract#C-11-234-09-13-L&G Eng

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/05/2011 11:51 AM
Budget & Management	Merlen P. Munoz	10/05/2011 03:00 PM
Manuel Chapa	Manuel Chapa	10/06/2011 11:02 AM
Auditor's Office	Arcilia Duran	10/07/2011 02:18 PM

Form Started By: Letty Saenz Started On: 10/05/2011 09:59 AM

Final Approval Date: 10/07/2011

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: OCTOBER 03, 2011
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. 11323943: CONTRACT #C-11-234-09-13

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#11323943** IN THE AMOUNT OF **$24,310.00** FOR **L&G CONSULTING ENGINEERS, INC,** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#663995,**
ACCOUNT: **1-1336-431-00-124-076-0-731**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE SPECIALIST III

CC: COUNTY FILES
ATTACHMENTS: Inv. # 11323943

L&G Engineering
Transportation Consultants

October 3, 2011

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RE: FM 1925 - Work Authorization No. 1 - Limits: Kenyon Road to FM 907
PO#663995 - L&G Project#110601

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of September 30, 2011.

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consists of engineering services required for the preparation of roadway schematic, hydrological map, and schematic surveys, coordinate environmental assessment with TxDOT limited public involvement for environmental assessment, compensable utilities management oversight, right-of-way acquisition service for the FM 1925 project (Phase I) from Kenyon Road to FM 907 determination, drainage, and bridge design. The following is a narrative of the progress report for this work authorization and final invoice for this project.

FC 11006 – DESIGN SCHEMATIC		**% Complete**
L&G has placed the preliminary roadway alignment and profile on the schematic overlayed on the latest aerials. These can be finalized once the ROW surveying has been completed.	**L&G**	**10%**
FC 11007 – PRELIMINARY ROW INFO		
L&G has obtained Preliminary Tax Rolls and is currently mapping Preliminary ownership for limits of the project.	**L&G**	**10%**
FC 12001 – ENVIRONMENTAL REPORTS		
L&G has prepared the continuous activity memo and submitted to TxDOT. The Pharr District has concurred and it has been submitted to ENV for review.	**L&G**	**10%**
FC 12002 – PUBLIC INVOLEMENT		
L&G has met with various property owners, Hidalgo County Drainage District No. 1, TxDOT and the Irrigation District to inform them of the upcoming project. L&G is preparing a list of affected Property Owners in an effort to be ready for the first public meeting.	**L&G**	**0%**
FC 13002 – RIGHT OF WAY MAPPING		
L&G has completed all work tasks associated to sub out surveyor to complete Right-of-Way Map and will be transferring the Preliminary proposed Right-of-Way files to the surveyor.	**L&G**	**10%**
FC 13020 – ROW MAP/SUB		
This task has not begun.	**RODS**	**0%**
FC 16101 – HYDROLOGICAL MAP		
L&G has established the watershed boundaries contributing to the roadway and placed them on the map. We have identified all of the outfalls for the project and are beginning to calculate the runoffs and will check them against the needed capacities of the outfalls.	**L&G**	**10%**

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

FC 16307 – UTILITIES		
Preliminary investigation has begun. L&G has met with Tennessee Pipeline & CPN Pipeline, has located their lines and plotted them on the preliminary schematic.	**L&G**	**10%**
FC 60000 – ROW ACQUISITION ADMINISTRATION		
L&G has identified 15 Preliminary potential proposed parcels and is coordinated specifics required to finalize Right-of-Way Map. Plus obtain existing Right-of-Way map from TxDOT of adjacent roadways.	**L&G**	**10%**
FC 60100 – TITLE SERVICES		
This task has not begun.	**L&G**	**0%**
FC 60200 – APPRAISAL SERVICES		
This task has not begun.	**L&G**	**0%**
FC 60220 – APPRAISAL SERVICES/SUB		
This task has not begun.	**Leonel**	**0%**
FC 60300 – APPRAISAL REVIEW		
This task has not begun.	**L&G**	**0%**
FC 60330 – APPRAISAL REVIEW/SUB		
This task has not begun.	**HLH**	**0%**
FC 60400 – PARCEL NEGOTIATION		
This task has not begun.	**L&G**	**0%**
FC 60500 – CLOSING SERVICES		
This task has not begun.	**L&G**	**0%**
FC 60600 – APPRAISAL UPDATE		
This task has not begun.	**L&G**	**0%**

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E.
Project Manager

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323943
INVOICE DATE: 09/30/11

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 110601
FM 1925 Project
Limits:Kenyon Rd to FM 907
PO#663995

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
11006-Design Schem	57,600.00		5,760.00	5,760.00	10.0	51,840.00
11007-Prelim ROW Req	20,000.00		2,000.00	2,000.00	10.0	18,000.00
12001-EA Reports	35,000.00		3,500.00	3,500.00	10.0	31,500.00
12002-Pub Involvment	20,000.00				0.0	20,000.00
13002-ROW Mapping	4,500.00		450.00	450.00	10.0	4,050.00
13020-ROW Map/Sub	48,000.00				0.0	48,000.00
16101-Hydro Map	30,000.00		3,000.00	3,000.00	10.0	27,000.00
16307-Utilities	22,500.00		2,250.00	2,250.00	10.0	20,250.00
60000-Row Acq. Admin	73,500.00		7,350.00	7,350.00	10.0	66,150.00
60100-Title Services	9,000.00				0.0	9,000.00
60200-Appraisal Srv	10,500.00				0.0	10,500.00
60220-Appraisal/Sub	30,000.00				0.0	30,000.00
60300-Appraisal Rvw	6,375.00				0.0	6,375.00
60330-Appr. Rev/Sub	5,625.00				0.0	5,625.00
60400-Parcel Negtion	52,500.00				0.0	52,500.00
60500-Clsng Srvs Fee	3,000.00				0.0	3,000.00
60600-Aprsal Update	1,500.00				0.0	1,500.00
TOTALS:	429,600.00	0.00	24,310.00	24,310.00	5.7	405,290.00

ORIGINAL CONTRACT SUM	$	429,600.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	429,600.00
TOTAL COMPLETED TO DATE	$	24,310.00
LESS PREVIOUS INVOICES	$	0.00
CURRENT PAYMENT DUE	$	24,310.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY: on 10-3-11
COODS/SERVICES RECEIVED BY: on 10-3-11

1-1336-431-00-124 076-731
Pct. # 1365
Pur Req # 203051
P.O. # 663995 PAID

LIMITS: from Kenyon Road to FM 907 (Old Alamo Road)
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

10/3/2011

TASK AND DESCRIPTION	FIRM	2012 OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2013 JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Work Authorization No. 1																												
Project Planning																												
Obtain Right of Entry (Surveying)	RODS																											
Existing Right-Of-Way Layout	RODS																											
Hydrologic Map	L&G																											
Utility Coordination	L&G																											
Coordination with Irrigation District	L&G																											
Schematic & Environmental Doc Development																												
Develop Schematic with Outfalls	L&G																											
Meet w/TxDOT & Revise Schematic as per Comments	L&G																											
TxDOT & County approves Schematic	TxDOT																											
Review Previously Completed EA	L&G																											
Meet with TxDOT regarding Environmental Document	L&G																											
Prepare Environmental Documental to District	L&G																											
Meet with affected Property Owners (MAPO)	L&G																											
Prepare summary of MAPO	TxDOT																											
Approval by TxDOT/FHWA	TxDOT																											
ROW Mapping (Approx. 15 Parcels)																												
Develop ROW Map, Parcel Sketches & Field Notes	L&G																											
TxDOT Review	TxDOT																											
Revisions as per TXDOT Comments	L&G																											
TxDOT Approve ROW Map	TxDOT																											
ROW Acquisition (Approx. 15 Parcels)																												
Project Administration	L&G																											
Coordination with County and TxDOT	L&G																											
Title Commitments	L&G																											
Appraisal Reports	L&G																											
Appraisal Review Reports	L&G																											
Appraisal Update Reports	L&G																											
Approved Values by TxDOT	TxDOT																											
Acquisition Negotiation Offers	L&G																											
Title Curative Process	L&G																											
Title Commitment Updates	L&G																											
Payments for Parcels	L&G																											
L&G Condemnation Support Process	L&G																											
Eminent Domain Proceedings by County	County																											
Title Insurance Policies	L&G																											
Consummation of Outstanding Cases	L&G																											

L&G ENGNEERING TASK
TxDOT TASK
COUNTY TASK

NOTE: THIS SCHEDULE ASSUMES THAT A FULL RE-EVALUATION OF THE FONSI WILL NEED TO BE PERFORMED. IN ADDITION, THIS SCHEDULE ASSUMES THAT ROW ACQUISITION WILL NOT BEGIN UNTIL THE RE-EVALUATION IS COMPLETE DUE TO FUNDING.

HIDALGO COUNTY
Professional Engineering Services
Contract # C- 11-234-09-13
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for the preparation of Roadway Schematic, Hydrologic Map, Schematic Surveys, Coordinate Environmental Assessment with TxDOT, Limited Public Involvement for Environmental Assessment, Compensable Utilities Management Oversight, ROW Map, Right-of-Way Acquisition Services for the FM 1925 Project (Phase I) from Kenyon Road to FM 907 (Old Alamo Road).

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 **$429,600.00.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D" – Fee Schedule.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization, as identified on *EXHIBIT "C" – Work Schedule.*

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4, Commissioner Joseph Palacios as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4

BY: Joseph Palacios

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on August 9, 2011 as indicated below.

THE ENGINEER:
L&G ENGINEERING

By: Jacinto Garza, P.E.
President

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

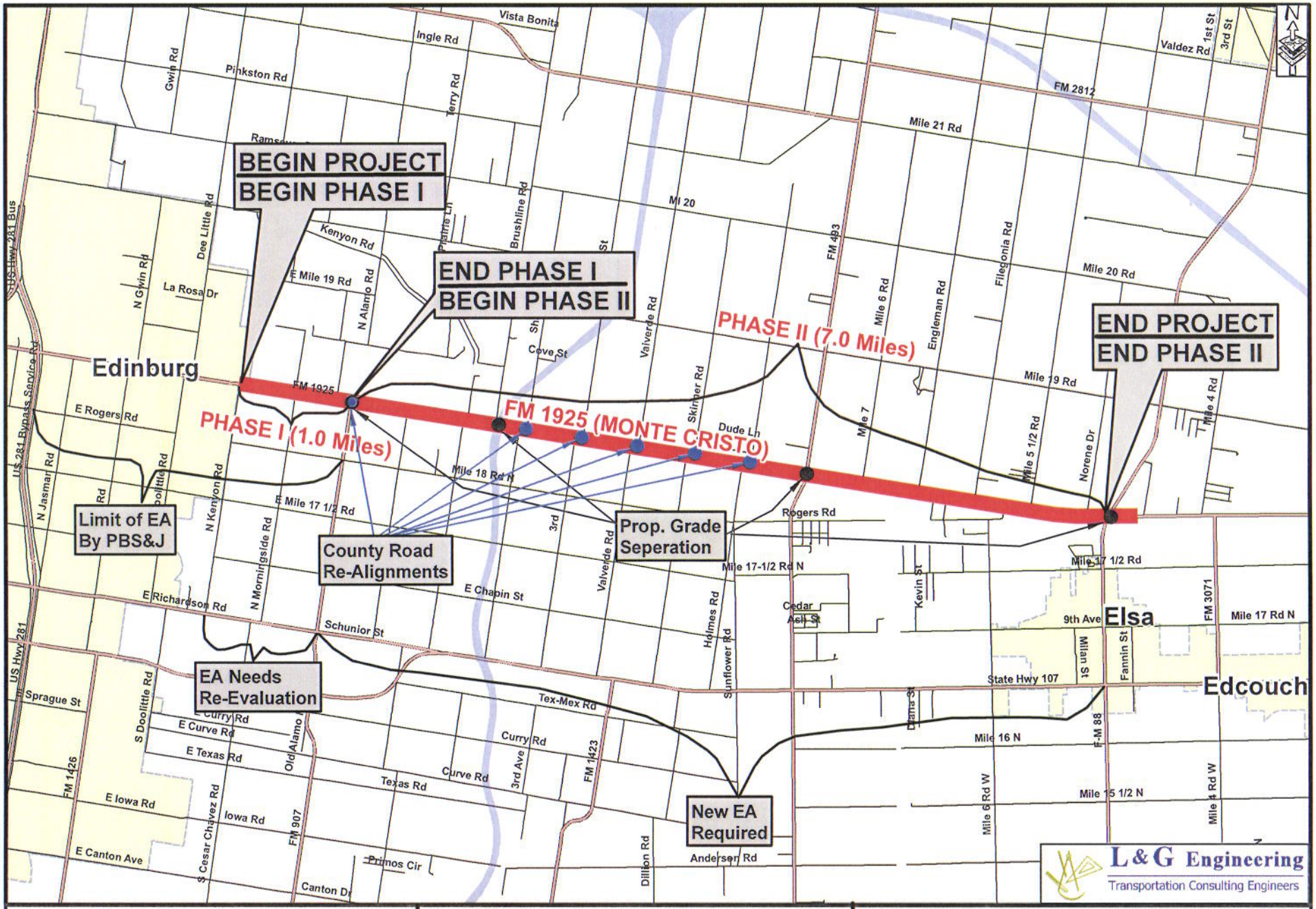
THE OWNER:
HIDALGO COUNTY

By: Ramon Garcia,
County Judge

Approved by Commissioners' Court
on 9/13/11RW

LIST OF ATTACHMENTS

Location Map
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule



FM 1925
LOCATION MAP

APPROX. PROJECT LENGTH 8.0 MILES

G:\FM1925 1-18-07\FM1925 LOCATION 6-15-10.mxd

EXHIBIT "A"

Services to be provided by the Owner

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the Engineer" shall include the estimated general performance of all engineering services for the following described facility:

County: Hidalgo County

Control: 1803-02-028

Project/Description: Schematic Design, Right-of-Way Mapping, Acquisition Services for the FM 1925 Project

Length: 1.0 Mile

Highway: FM 1925

Limits: from Kenyon Road to FM 907 (Old Alamo Road) - (1.0 Mile)

Existing Facility

Project Classification

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ROUTE AND DESIGN STUDIES
(Function Code 110)

Services Provided By: Engineer	County		
NO	NO	1.	Route Location Studies*
NO	NO	2.	Level of Service Analysis
NO	NO	3.	Traffic Evaluations and Projections
YES	NO	4.	Develop Roadway Design Criteria
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
YES	NO		a. Pavement
NO	NO		b. Retaining Walls
NO	NO		c. Miscellaneous Structures
NO	NO		d. Bridges

* The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

NOTES
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By: Engineer	COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
NO	NO	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	NO	(2) An Environmental Assessment anticipating a Finding of No Significant Impact will be coordinated with TxDOT on the prior EA completed 9 years ago.
NO	NO	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
NO	NO	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
NO	NO	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the **Engineer**. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
YES	NO	a. Limited public involvement shall be scheduled, coordinated and conducted with affected Property Owners as required.
NO	NO	b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contacts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by TxDOT, shall be provided.
NO	NO	3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the ENGINEER.
NO	NO	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
NO	NO	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
NO	NO	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By: Engineer	COUNTY	
NO	NO	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
		4. Noise and Air Quality Analyses
NO	NO	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
NO	NO	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
NO	NO	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultation may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
NO	NO	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
NO	NO	7. General Guidelines for Preparation of Environmental Documents a. The environmental document prepared shall be provided on paper and on a formatted diskette that is compatible with the word processor program and equipment of the district office. b. Three draft copies and twelve final copies of the Environmental Assessment shall be provided. c. Ten draft copies and thirty final copies of the Draft and Final Environmental Impact Statements shall be provided. d. The environmental document shall be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A. e. Exhibits in the environmental document shall be limited to 297 millimeters by 420.5 millimeters (11 inches by 17 inches) where possible.

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
Surveyor County

NOTE: No work involving right-of-way (ROW) data is to be performed until the County has given the engineer written approval of the final location of the proposed ROW lines as approved by TxDOT.

YES NO 1. Ownership Data in a .dgn file
   a. The entire project limits.
   b. Compensable utility ownership who have property rights on ROW shall be researched and provided.
   c. For each drainage outfall property
   d. For each irrigation structure pipe.

YES NO 2. Parcel plats & Right-of-Way Map
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.

YES NO 3. Utilities (Compensable)
   a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility.

YES NO 4. Field Notes
   a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map
   b. Computation Sheets for Survey Closure and Area for Each Parcel.
   c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

YES NO 5. Survey and Stake Right-of-Way

YES NO 6. Records as Required by the County and State
   a. Records used to establish ownership

YES NO 7. General Guidelines for Preparation of Right-of-Way Maps (Sample ROW Maps and Parcel Plats and field notes attached)

General Specifications

a. All data submitted by the surveyor will be legible, organized and well documented.

b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.

c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor.

d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.

e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map

checklist must be complete, accurate and also considered to be essential and is a part of this contract.

Project specific scope of services

FC 130 – Right of Way Data – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – Field Surveying for Parcel Mapping – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

RIGHT-OF-WAY DATA

Right-of-Way Documents - The **Surveyor** will utilize State examples and provide the following:

General

a. Abstracting: The **Surveyor** will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the **State** is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the **State's** Right-of-Way Book I and Book II, the **State's** local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The **Surveyor** will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The **Surveyor** will provide to the State a copy of Instruments of Record.
g. The **Surveyor** will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The **Surveyor** will attach documents or text files compatible with the latest version of Word software.

Parcel Plats

a. A parcel plat will be prepared for each parcel of land to be acquired. The **State** has developed standard formats for parcel plats, copies of which the **Surveyor** will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
    a. Month(s) and year abstracting was performed upon which the map is based.
    b. Month(s) and year field surveys were conducted upon which the map is based.
    c. Month and year map was completed by the **Surveyor**.
l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

Field Note Descriptions - A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   a. State, county, and city within which the proposed parcel of land to be acquired is located.
   b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   c. A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   a. A point of commencing (outside property corner).
   b. A point of beginning on proposed R.O.W. line.
   c. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   d. A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   e. All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   f. Note referencing parcel plat.

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____ _____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)

MAP

General
___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements
___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements
___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:
___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*

___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

* *DO NOT SEAL MAP*

FIELD NOTES

Heading

___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence

___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH
___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET
___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By: Engineer	County	
		1. Field Surveying
NO	NO	a. Primary Project Control - 3 to 5 miles spacing Precision shall be 1 part in 20,000 or better, unless otherwise directed by the district engineer. (1) Establish horizontal control points (2) Establish vertical control points NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960
NO	NO	b. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans. • No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer. • The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds. • The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.) • The unadjusted vertical error should not exceed 0.03 foot per mile of traverse. (1) Project control base lines
NO		(2) Photogrammetric ground control
NO		(a) Establish horizontal control
NO		(b) Establish vertical control points
NO		(c) Place and maintain control point targets
NO	NO	c. Other Field Surveying

(1) The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control. Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x,y,z for each Benchmak. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. The surveyor shall provide A H&V Book (a Sample shall be provided by the Engineer to the Surveyor). The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion in the H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.

(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.

(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.

(4) Field locate cross culverts, driveway culverts, inlets, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).
(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.
(9) Tie Horizontally and Vertically any existing storm drain system that lies within the existing proposed ROW including the pipe inverts/flow lines and elevation of the outfall of said recovered existing storm drain systems.

NO NO (10) Tie to existing underground and overhead utilities (location, elevation and direction)
Horizontally – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.
Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

NO NO (11) Additional Field Surveying as shown below:
(A) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide a Field Book to the engineer.
(B) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities along the outfalls identified on the Hydrologic Map.

Driveways and Turnouts

(a) Inventory commercial entrances, public roads and side streets separately.
(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.
(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
(d) Obtain elevations at both edges of the driveway or turnout in line with the side drain.

NO NO (12) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
NO NO (13) Soil core hole staking -
NO NO (14) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
NO NO (15) Profiles of existing drainage facilities
NO NO (16) Measurement of hydraulic opening under existing bridges
NO NO (17) Obtain elevations of manholes and valves of utilities
NO NO (18) Provide temporary signs, traffic control, flags, safety equipment, etc.
NO NO (19) Ties to existing bridges or culverts that may conflict with new construction.
N/A N/A (20) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
NO NO (21) Inventory signs, mailboxes, and driveways
NO NO (22) Survey controlled data sheets per TxDOT guidelines.

N/A N/A 2. Photogrammetric Products
a. Uncontrolled Photography
(1) Contact Prints
(2) Mosaics
(3) Digital ortho plots
b. Mapping
(1) Planimetric Maps
(2) Contour Maps
(3) Cross Sections
(4) Profiles
(5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By:
Engineer County

1. Geometric Design

YES NO a. Horizontal and Vertical Alignment
YES NO b. Schematic Layout
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
   (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
   (3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
   (4) The tentative ROW limits.
      (a) Provide a roadway Microstation file of the preliminary earthwork to verify ROW requirements.
      (b) Provide a graphics file containing the approved schematic.
   (5) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway lanes, ramps, frontage roads, and cross roads.
   (6) The current and projected traffic volumes as provided by TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
   (7) The control of access lines if Interstate or designated under House Bill 179.
   (8) Direction of traffic flow on all roadways.
   (9) Location and width of median openings for highway without access control.
   (10) The geometric of speed change (acceleration, deceleration, climbing) lanes.
   (11) Complete & provide the TxDOT Schematic Checklist.

Services Provided By: Engineer	County	
YES	NO	2. General Guidelines for Project Development (Completed)

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable.

The layout shall be submitted for two-lane highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY and TxDOT have given the engineer written approval of the preliminary schematic layout.**

b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.

c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.

d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.

f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.

g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.

h. The engineer shall furnish project files that are compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

NO	NO	3. Exhibit for Airway/Highway Clearance Permits

Services Provided By: Engineer	County		
		4.	Grading Design
NO	NO	a.	Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate.
YES	NO	b.	Typical Sections
NO	NO	c.	Design Cross Sections
NO	NO	d.	Determine Cut and Fill Quantities
N/A	N/A	e.	Slope Stability Analysis
N/A	N/A	f.	Embankment Foundation Stability Analysis
N/A	N/A	g.	Embankment Settlement Analysis
		5.	Pavement Design
NO	NO	a.	Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure.
NO	NO	b.	The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c.	Embankment and Subgrade
			(1) Soil Core Holes
NO	NO		(a) Along center line
NO	NO		(b) Along center line of each roadway
			The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)
NO	NO		(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	NO	d.	Traffic Data for Pavement Design by **STATE**
NO	NO	e.	Basic Design Criteria
NO	NO	f.	Life Cycle Cost Analysis (es)
NO	NO	g.	Cost Data
NO	NO	h.	Pavement Material Properties
NO	NO	i.	Rehabilitation Investigations
NO	NO		(1) Core Hole Survey (Show cost estimate with Function Code 110)
			(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE
(Function Code 161)

Services Provided By: Engineer	County	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the **COUNTY & STATE**.
		1. Hydrologic Studies, Discharges
YES	NO	a. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
NO	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
NO	NO	(3) Culverts
NO	NO	(4) Bridge waterways
NO	NO	(5) Channels
NO	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
NO	NO	(8) Storm Water Management facilities
NO	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
NO	NO	c. Federal Emergency Management Agency (FEMA) floodway requirements
NO	NO	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted

Services Provided By: Engineer	County		
		3.	Layout, Structural Design and Detailing of Drainage Features
		a.	Culverts
NO	NO		(1) New culverts
NO	NO		(2) Culvert widening and/or lengthening
NO	NO		(3) Culvert replacements
		b.	Storm sewers
NO	NO		(1) New storm sewers
NO	NO		(2) Modify existing storm sewers
NO	NO		(3) Inlets
NO	NO		(4) Manholes
NO	NO		(5) Trunk lines
NO	NO	c.	Pump stations
NO	NO	d.	Subsurface drainage at retaining walls
NO	N/A	e.	Outfall channel(s) within the ROW
NO	NO	f.	Outfall channel(s) outside the ROW
NO	NO	g.	Detention Pond(s) within the ROW
NO	NO	h.	Detention Pond(s) outside the ROW
NO	NO	i.	Summary of Quantities
NO	NO	j.	Storm Water Management facilities
NO	NO	4.	Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5.	Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170).

SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

Services Provided By:
Engineer County

NO NO 1. Signing and Markings Layout

a. Requirements (Separate Layout)
   (1) Roadway layout
   (2) Center line with station numbering
   (3) ROW lines
   (4) Culverts and other structures that present a hazard to traffic
   (5) Location of utilities, if not shown on plan and profile
   (6) Existing signs to remain, to be removed, to be relocated
   (7) Proposed signs (illustrated and numbered)
   (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
   (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
   (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
   (11) Quantities of existing pavement markings to be removed
   (12) Proposed delineators and object markers

b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
   (4) The projected traffic volumes as provided by the **STATE** (20 year traffic projection, unless otherwise determined by the District Engineer)
   (5) Tentative ROW limits
   (6) Direction of traffic flow on all roadways
   (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

NO NO 2. Summary of Small Signs Tabulation

NO NO 3. Summary of Large Signs Tabulation including all Guide Signs

NO NO 4. Sign Detail Sheets
   a. All signs except route markers
   b. Design details for large guide signs
   c. Dimensions of letters, shields, borders, corner radii etc.
   d. Designation of shields attached to guide signs
   e. Designation of arrow used on exit direction signs

Services Provided By: Engineer	County	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
NO	NO	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
NO	NO	(2) Photographs as appropriate
NO	NO	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
NO	NO	(a) Existing
NO	NO	(b) Estimated
NO	NO	(c) Projected
NO	NO	(d) Pedestrian
NO	NO	(5) Traffic Survey - Count Analysis
NO	NO	(6) Recommendation based on above data
NO	NO	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)

Services Provided By: Engineer	County	
		5. Traffic Signals (Continued)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
NO	NO	(a) Confirm power source
NO	NO	(b) Discuss route of aerial or underground interconnect cable (when applicable)
NO	NO	(c) Adjustment of overhead utility lines
NO	NO	(2) Prepare governing specifications and special provisions list
NO	NO	(3) Prepare project estimate
NO	NO	d. Summary of Quantities

MISCELLANEOUS (ROADWAY)
(Function Code 163)

Services Provided By: Engineer	County		
		1.	Retaining Walls
		a.	Structural Details
NO	NO		(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO		(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO		(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b.	Alternate Patented Retaining Walls at all locations. (Layouts Only)**
NO	NO		(1) Mechanically Stabilized Earth
NO	NO		(2) Concrete Block Wall Systems
NO	NO		(3)
NO	NO	c.	Retaining Wall Layout (PLAN)
			(1) Designation of reference line
			(2) Beginning and ending retaining wall stations
			(3) Station of each retaining wall joint***
			(4) Offset from reference line
			(5) Horizontal curve data
			(6) Number of retaining wall panels and lengths***
			(7) Total length of wall
			(8) Indicate face of wall
			(9) All wall dimensions and alignment relations (alignment data as necessary)
			(10) Soil core hole locations
NO	NO	d.	Retaining Wall Layout (ELEVATION)
			(1) Top of wall elevations at each joint*** or intervals****
			(2) Existing and finished ground line elevations
			(3) Height of stem at each joint***
			(4) Wall panel designations***
			(5) Top of footing elevations***
			(6) Limits of measurement for payment****
			(7) Type, limits and anchorage details of railing (If applicable)
			(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e.	Foundation Studies (Show cost estimate with Function Code 110)
NO	NO		The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f.	Stability Analysis (the Engineer shall estimate this task as part of his bid to complete the work).
NO	NO	g.	Estimate
NO	NO	h.	Summary of Quantities
NO	NO	i.	Typical X-section.

Services Provided By: Engineer	County	
		1. Retaining Walls (continued)
NO		j. General Guidelines for Retaining Walls (1) The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.** (2) The ground water level should be observed at the water strike. (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual. (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.
NO	NO	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flagperson, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

Services Provided By: Engineer	County	
		3. Illumination
NO	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout
		(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
		(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
		(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
		(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
		(d The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
		(e) Tentative ROW limits
		(f) Direction of traffic flow on all roadways
		(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	b. Final Roadway Illumination and Electrical Circuit Layouts
		(1) Roadway layout showing pavement edges and shoulders, curbs, retaining walls, etc.
		(2) Center line with station numbering.
		(3) ROW lines.
		(4) Symbol legend. Use department standard symbols for lighting and electrical.
		(5) Culverts and other structures that present a hazard to traffic.
		(6) Location of underground utilities, if not shown on plan profile.
		(7) Location of overhead electrical lines, both crossing and parallel to ROW.
		(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
		(9) Existing service poles, electrical circuits, ground boxes, etc.
		(10) Contact electric utility for service pole locations, voltage characteristics.
		(11) Location of proposed sign lighting circuits and roadway illumination.
		(12) Proposed electrical circuits.
		(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
NO	NO	c. General Guidelines for Illumination (If applicable)
		The **Engineer** shall submit to the **COUNTY**, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the **STATE**. Two copies of the layout sheets are to be submitted. One copy will be returned to the **Engineer** showing corrections that are to be made by the **Engineer**. When final plan submission is made, the **Engineer** shall provide a written statement regarding completion of the corrections.

Services Provided By: Engineer	County		
		4.	Miscellaneous Drafting/Standards
NO	NO		a. Erosion Control
NO	NO		b. Landscape Development
NO	NO	5.	Compute and Tabulate Quantities
NO	NO	6.	Special Utility Details (Irrigation lines)
		7.	Miscellaneous Structures
			a. Type of Structure*
			(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO		(a) New O.S.B. structure(s)
NO	NO		(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO		(2) High Mast Illumination Poles (HMIP)
NO	NO		(3) Traffic Signal Supports
NO	NO		(4) Conventional Illumination Poles
NO	NO		(5) Sound Barrier Walls
NO	NO		b. Checklist for Layouts
			(1) Reference appropriate O.S.B. standard
			(2) Drilled shaft size and length
			(3) Soil strength used for design {indicate basis and boring(s) used}
			(4) Design height
			(5) Tower heights
			(6) Leg spacings
			(7) Design wind speed
NO	NO		c. Foundation Studies The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8.	Agreements
NO	NO		a. Utility Agreements
NO	NO		b. Exhibits for Utility Agreements
N/A	NO		c. Railroad Agreements
			d. Railroad Exhibits
N/A	N/A		(1) Railroad Underpasses
N/A	N/A		(2) Railroad Overpasses
N/A	N/A		(3) Railroad Grade Crossing (Replanking)
N/A	N/A		(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A		(5) Other Miscellaneous Sketches for Railroads
NO	NO		e. Traffic Signal Agreements
NO	NO		f. Exhibits for Traffic Signal Agreements
NO	NO	9.	Estimate
NO	NO	10.	Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services Provided By: Engineer	County		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass(es)	____
NO	NO	(2) Overpass(es)	____
N/A	N/A	(3) Main Lanes	____
N/A	NA	(4) Direct Connector(s)	____
N/A	N/A	(5) Ramp Bridge(s)	____
NO	N/A	(6) Waterway Structure(s)**	____
N/A	N/A	(7) Pedestrian Structure(s)	____
N/A	N/A	(8) Utility Structure(s)	____
N/A	N/A	(9) Railroad Underpass(es)	____
N/A	N/A	(10) Railroad Overpass(es)	____
N/A	N/A	11) Bridge Classification Culvert(s)**	
N/A	N/A	(11) Alternate Structural Designs	____
N/A	N/A	(12) Alternate Foundation Design	
		Total New Structures =	____
		b. Existing Structure(s)	____
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	____
NO	NO	(2) Bridge Replacement	____
NO	NO	(3) Raising Bridge Elevation	____
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	____
N/A	N/A	(5) Railroad Overpass(es)	____
N/A	N/A	(6) Railroad Underpass(es)	____
N/A	N/A	(7)	____
		Total Existing Structures =	0

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the **engineer** should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: Engineer	County	
NO	NO	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and superelevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

Services Provided By: Engineer	County	
		2. Preparation of Bridge Layouts (each bridge) (Continued)
		b. Bridge Layouts (ELEVATION) (1) Type of foundation. (2) Finished grade elevations at beginning and end of bridge. (3) Overall length of structure. (4) Length, type of spans and units. (5) Type of railing. (6) Minimum calculated vertical clearance(s). (7) Existing and proposed ground lines clearly marked. (8) Grid elevations and stations. (9) Bent numbers encircled. (10) Stationing of bridge compatible with grid stations. (11) Standard title. (12) Profile grade data. (13) Type of riprap. (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale. (15) Fixed/expansion condition of all bents. (16) Column "H" heights. (17) Number, size and length of foundations.
		c. Additional layout requirements for waterway structures and bridge classification culverts. (1) Design and 100-year peak discharges. (2) Design and 100-year high water (HW). (Recorded HW and date if available.) (3) Natural and through-bridge velocities for design and 100-year floods. (4) Calculated backwater for design and 100-year floods. (5) Direction of flow for waterway crossings. (6) Contours for water crossing.
NO	NO	3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
NO	NO	4. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
NO	NO	5. Bridge Total Quantities and Cost Estimates (each bridge)
NO	NO	6. Bridge Special Provisions and Specifications (each bridge)
NO	NO	7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.

Services Provided By: Engineer	County
NO	

8. General Guidelines for Bridge Design

a. The **engineer** shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

- TxDOT Design Division, when applicable:
  - Railroad Companies
  - FHWA
  - U.S. Army Corps of Engineers
  - U.S. Coast Guard
  - Bureau of Reclamation
  - Texas Parks and Wildlife
  - Others

Therefore, the bridge layout should be submitted at the earliest possible date and the **engineer's** design schedule should reflect this.

b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
Engineer County

8. General Guidelines for Bridge Design (Continued)

   d. The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The **engineer** shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
   e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
   f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
   g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the **engineer** upon request. These standards shall not be redrawn by the **engineer** nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the **engineer** shall not be identified as standards.
   h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
   i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
   j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

FC 600 **– ACQUISITION PROVIDER SERVICES**

(Services to be provided by L&G Engineering)

1) Project Administration

a) Negotiation of Scope of Services for Work Authorization
   i) Acquisition Provider will visit project site with COUNTY personnel if necessary.

b) Project Presence at L&G Consultant Office Headquarters
   i) Full Project Office
      (1) No Joint Use of County or TxDOT facilities
      (2) Open during normal County and State work hours
      (3) Personnel available to answer questions
      (4) Availability of Project Files
      (5) At least one office staff member is required to be a current commissioned notary public.

c) Overhead Costs
   i) Administrative costs

d) Communication
   i) Provide monthly progress reports with invoice.
   ii) Participate in project review meetings as determined by the County.
   iii) Prepare initial property owner contact list for use by the County in distribution of Acquisition Provider introduction letters.

e) File Management
   i) Project and parcel files will be kept in the County's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the County office as they are generated or received by the Acquisition Provider, if necessary.
   ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
   iii) Maintain records of all payments including check number, amount, and date paid, etc.
   iv) Provide copies of all incoming and outgoing correspondence as generated if requested by County at provider conference.
   v) Maintain copies of all correspondence and contacts with property owners.

2) Title Services

a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.

b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.

c) Secure title insurance for all parcels acquired, insuring acceptable title to the County of Hidalgo. Written approval by the County required for any exception. Title Insurance shall be paid for by Hidalgo County.

3) Appraisal

a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of

permission from the property owner, a waiver must be obtained, in writing from the County/TxDOT. Maintain permission letters with appraisal reports.

c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable County/TxDOT forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to County policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

f) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the County of Hidalgo.

h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by L&G Engineering and/or the County.

i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

4) Appraisal Review

a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/County policies and procedures and the Uniform Standards of Professional Appraisal Practices.

c) Prepare and submit to the County the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

5) Appraisal Updates

a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to County/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

b) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the County of Hidalgo.

c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.

d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) Negotiation, Tasks, and Fees

a) Analyze appraisal and appraisal review reports and confirm the County's approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by County/TxDOT on applicable County/TxDOT forms.

d) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

f) Respond to property owner inquiries verbally and in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel per contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

i) Advise property owner on the Administrative Settlement process. Transmit to County any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with County/TxDOT policy and procedures.

j) Prepare final offer letter, documents of conveyance as necessary.

k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

m) Provide a monthly progress report per parcel by the 25th of the month with invoice.

n) The consultant shall, as part of this proposal, estimate 10% of the 55 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the County Attorney.

7) Closing Service Fees

a) Coordinate with County and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the County.

b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to County for acceptance by the County Commissioners.

8) Relocation Assistance Services (N/A)

1) There are an estimated 0 relocations or displacements for this contract and L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)

2) L&G will provide advisory services to business displacements and relocate them effectively. (N/A)

3) TxDOT will review, approve and pay for all relocation costs as per ROW Agreement. (N/A)

9) Condemnation Support

a) Pre-Hearing Support

i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.

ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable.

iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the County Office for submission to the County Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the County Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the County Attorney; the attorney shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.

vii) The County attorney shall file the Lis Pendens including the cause number with the County Clerk's Office.

viii) Upon assignment of a court, the Court Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the County shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The County shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The County Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The County Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, County will approve the new value and the County's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The County Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the County, Appraiser, and Negotiator.

xiv) After the hearing is set, the County Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the County Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The County's Attorney shall send a reminder letter 2-3 weeks in advance to the County Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

d) Post Hearing Support (by County Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo County clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the County, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.
v) Send the Commitment and the Award to County, along with individual special commissioner's billing requesting the payment for their fees.
vi) File County warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the County Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the County Attorney's office for his further handling in accordance to the Eminent Domain process by the County.

PROJECT: FM 1925
LIMITS: from Kenyon Road to FM 907 (Old Alamo Road)
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

9/9/2011

TASK AND DESCRIPTION	FIRM	2012 OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2013 JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Work Authorization No. 1																												
Project Planning																												
Obtain Right of Entry (Surveying)	RODS																											
Existing Right-Of-Way Layout	RODS																											
Hydrologic Map	L&G																											
Utility Coordination	L&G																											
Coordination with Irrigation District	L&G																											
Schematic & Environmental Doc Development																												
Develop Schematic with Outfalls	L&G																											
Meet w/TxDOT & Revise Schematic as per Comments	L&G																											
TxDOT & County approves Schematic	TxDOT																											
Review Previously Completed EA	L&G																											
Meet with TxDOT regarding Environmental Document	L&G																											
Prepare Environmental Documental to District	L&G																											
Meet with affected Property Owners (MAPO)	L&G																											
Prepare summary of MAPO	TxDOT																											
Approval by TxDOT/FHWA	TxDOT																											
ROW Mapping (Approx. 15 Parcels)																												
Develop ROW Map, Parcel Sketches & Field Notes	L&G																											
TxDOT Review	TxDOT																											
Revisions as per TXDOT Comments	L&G																											
TxDOT Approve ROW Map	TxDOT																											
ROW Acquisition (Approx. 15 Parcels)																												
Project Administration	L&G																											
Coordination with County and TxDOT	L&G																											
Title Commitments	L&G																											
Appraisal Reports	L&G																											
Appraisal Review Reports	L&G																											
Appraisal Update Reports	L&G																											
Approved Values by TxDOT	TxDOT																											
Acquisition Negotiation Offers	L&G																											
Title Curative Process	L&G																											
Title Commitment Updates	L&G																											
Payments for Parcels	L&G																											
L&G Condemnation Support Process	L&G																											
Eminent Domain Proceedings by County	County																											
Title Insurance Policies	L&G																											
Consummation of Outstanding Cases	L&G																											

L&G ENGNEERING TASK
TxDOT TASK
COUNTY TASK

NOTE: THIS SCHEDULE ASSUMES THAT A FULL RE-EVALUATION OF THE FONSI WILL NEED TO BE PERFORMED. IN ADDITION, THIS SCHEDULE ASSUMES THAT ROW ACQUISITION WILL NOT BEGIN UNTIL THE RE-EVALUATION IS COMPLETE DUE TO FUNDING.

EXHIBIT "D"
FEE SCHEDULE (Part I of Phase I Only)
FM 1925 Project

ROADWAY PROJECT:	FM 1925 PROJECT
LIMITS: ...**PHASE I**	Kenyon East to FM 907
LIMITS: ... **PHASE II**	FM 907 East to FM 88
EXISTING ROADWAY SECTION:	40' -- Rurual
EXISTING ROW WIDTH:	80 Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban with Grade Separations (FM 907, Hid Loop, FM 493 & FM 88)
PROPOSED ROW WIDTH:	Varies 120ft - 150ft
ESTIMATED CONSTRUCTION COST **PHASE I**	**$4,000,000.00**
ESTIMATED CONSTRUCTION COST **PHASE II ROADWY FM1925**	$28,000,000.00
ESTIMATED CONSTRUCTION COST **PHASE II COUNTY ROAD CONNECTIONS**	$6,000,000.00
ESTIMATED CONSTRUCTION COST **PHASE II OVERPASSES (4 ESTIMATED)**	$35,000,000.00
ESTIMATED CONSTRUCTION COST **PHASE II**	**$69,000,000.00**
LENGTH: **PHASE I**	1 Miles
LENGTH: **PHASE II**	7 Miles

ESTIMATED PROJECT COSTS	*STATE/MPO*	*LOCAL*
WORK AUTHORIZATION NO. 1 (Part I of Phase I)		
PHASE I - PLANNING & PUBLIC INVOLVEMENT		
Schematic **PHASE I**		$ 57,600.00
Hydrological Map		$ 30,000.00
Surveys for Schematic (Preliminary ROW Mapping, H&V Control) **PHASE I**		$ 20,000.00
Coordiate Environmental Assessment with TxDOT **PHASE I**		$ 35,000.00
Limited Public Involvement for Environmental Assessment **PHASE I**		$ 20,000.00
SUB-TOTAL BUDGET FY 2012	$ -	**$ 162,600.00**
PHASE I - DESIGN, ROW MAPPING & UTILITIES		
Compensible Utilities, Management Oversight	$ -	$ 22,500.00
ROW Map (ESTIMATED 15 PARCELS)		$ 52,500.00
SUB-TOTAL BUDGET FY 2012	$ -	**$ 75,000.00**
PHASE I- ROW ACQUISTION		
Right-of-Way Costs - Acq.Services @ (est. 15 Parcels @ $12,800/Parcel Avg.)		$ 192,000.00
Roadway Right-of-Way Costs - (40 ft. for 1 mile @ $3.00/sq ft)(STATE 98%)(LOCAL=2%) After "EDC"	$ 620,928.00	$ 12,672.00
Relocated Homes/Businesses	$ -	$ -
Transmission line Adjustments and High Pressure Gas lines (STATE 98%)(LOCAL=2%)	$ -	$ -
SUB-TOTAL BUDGET FY 2012	$ 620,928.00	**$ 204,672.00**
TOTAL PART I OF PHASE I		**$ 429,600.00**

Work Authorization No. 1 (Part I of Phase I) **FY 12** $ 429,600.00

State Estimated Cost

Local Estimated Cost

9/7/2011

APPROVED

AI-28500 **22. C. 2.**
CC REGULAR
Meeting Date: 09/13/2011
Submitted For: Marcos Lopez, Pct 4 (Gloria) **Submitted By:** Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

a. Approval of the final negotiated Engineering Services Contract with the No. 1 ranked firm of L & G Engineering for the provision of Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4;

b. Authorization and approval of Work Authorization No. 1 in the amount of $429,600.00 from L & G Engineering in connection with Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
DBM is going to address the funding source for this item.

Attachments

contract
WA

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/09/2011 03:08 PM
Budget & Management	Merlen P. Munoz	09/09/2011 03:22 PM
Purchasing Department	Marty Salazar	09/09/2011 03:08 PM
Budget & Management	Merlen P. Munoz	09/09/2011 03:22 PM
Manuel Chapa Auditor's Office		

Form Started By: Monica Badillo Started On: 09/09/2011 10:23 AM

CC Approved on 9/13/2011

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 13, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** All Present
2. **Pledge of Allegiance** All
3. **Prayer** Com. Quintanilla
4. **Approval of Consent Agenda** 11--B2 11C, 11D, 11 k
5. **Open Forum**

no action

6. AI-28498 Appointment of Judge to the Office of County Court at Law #7 September 13, 2011

7. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

approved

B. AI-28437 Approval to accept a settlement check from Allstate Insurance Company in the amount of $931.21 to settle auto accident with County vehicle. (HIDTA)

approved

C. AI-28435 Approval to accept a settlement check from State Farm Insurance Company in the amount of $588.60 to settle auto accident with County vehicle. (Sheriff's Office)

D. AI-28481 Texas Cooperative Extension:
Requesting permission for one (1) employee to travel to Austin, Texas on September 13-16, 2011 for Texas Obesity Awareness Week - 2011 Texas Health Champion Award (expenses to be paid by the Dell Center)

presentation only

E. AI-28485 1. Presentation by Texas Organ Sharing Alliance regarding the Hidalgo County's "Tree of Hope" Planting Ceremony on Friday, September 16, 2011

presentation only

2. Presentation by United Blood Services regarding Hidalgo County Employee Blood Drive on Tuesday, September 20, 2011

approved

F. AI-28491 Status update regarding Operation Clean Slate. – advertising!!

G. AI-28488 Request from the Rio Grande Regional Water Authority for a Local Match Pledge in the amount of $18,966.89 to fund an Alternative Regional Water Supply Feasibility Study

8. **Constables:**

A. AI-28405 Constable Pct. #3 - Border Security Crime Reduction Operation Grant (1284):
Requesting approval to submit a request to the Office of the Governor to transfer all funds budgeted in the Bulletproof Vests (obj. codes 668 or 748) and Vehicle Operating Costs (obj. code 672) line items into the New Vehicle Purchase (obj. code 741) line item.

9. **County Judge's Office:**

CC Approved on 9/13/2011

CC Approved on 9/13/2011

0002	Registered Nurse IV	17	16

approved

b. Approval of revised salary schedule.

22. **Purchasing Department - Marty Salazar:**

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

approved

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**

Including, but not limited to, the following items in connection with New Adult Detention Center:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

approved a-c

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

approved a-c

c) Emergency situations occurring since last agenda meeting

B. **Budget & Management**

1. AI-28364 DBM - Workers' Comp. Division:

a. Authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard's awarded vendor, Philpott Motors-Contract No. 358-10), Two (2) New or newer 2011 Ford F-150 with Extended Cab upgrade in the amount of $34,804.50 to include a one time administrative fee of $400.00 for a total of $35,204.50 -Project #2011-244-OGG);or in the alternative,

approved

b. Authority to advertise sealed competitive procurement for the purchase of: Two (2) New or newer 2011 or newer Ford F-150 with Extended cab upgrade in the amount of $34,804.50 to include pricing and delivery fees for -Project #2011-244-OGG); to include options as described on attached specifications or equivalent.

no action

C. **Pct. 4**

1. AI-28482 Discussion and action related to the selection/ranking of engineering services in connection with the Safe Routes to School (SRTS) grant project received by Hidalgo County and partnering with Edinburg ISD and the City of Edinburg.

no action

2. AI-28500 a. Approval of the final negotiated Engineering Services Contract with the No. 1 ranked firm of L & G Engineering for the provision of Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4;

approved

b. Authorization and approval of Work Authorization No. 1 in the amount of $429,600.00 from L & G Engineering in connection with Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4

approved

D. **District Courts**

1. AI-28483 a. Approval to proceed to provide Hon. Noe Gonzalez, Presiding Judge, 370th State District Court the three nominated firms for the scoring/grading/evaluating of said firms for presentation to CC for ranking and thereafter proceed with negotiation process for engagement to: Seek funding sources for assistance and efficiency of the 370th State District Court as it pertains to Human Trafficking and Violence against Women;

approved

b. Recommendation by Hon. Noe Gonzalez for CC to assign/designate himself and his court staff to score/grade and evaluate the firms for presentation of grid to CC for ranking.

approved

CC Approved on 9/13/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-11-234-09-13

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer"**.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for the **"FM 1925 (from Kenyon Road to FM 907 (Old Alamo Road))"** project for **Hidalgo County Precinct No. 4** hereinafter referred to as the **"Project".**

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement as

identified in **EXHIBIT "B"-** Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate upon completion of projects (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days

verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the

Owner and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment

of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached

hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services*. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D" - *Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as **"Request for Payment"**). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**)

which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement.** Upon satisfactory completion of the **Work Authorization,** the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization,** unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached

hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs

incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These

changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project,** these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents.**

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner,** and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all

the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information

relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as

compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for

clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner

and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under

this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project.** Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the

loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to***

the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from,

or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County **1615 S. Closner, Suite J** **Edinburg, Texas 78539**	**L & G Consulting Engineers , Inc.** **2100 West Expwy 83** **Mercedes, Texas 78570**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no

previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for

which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the ____ day of _____, 2011.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 9/13/11

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

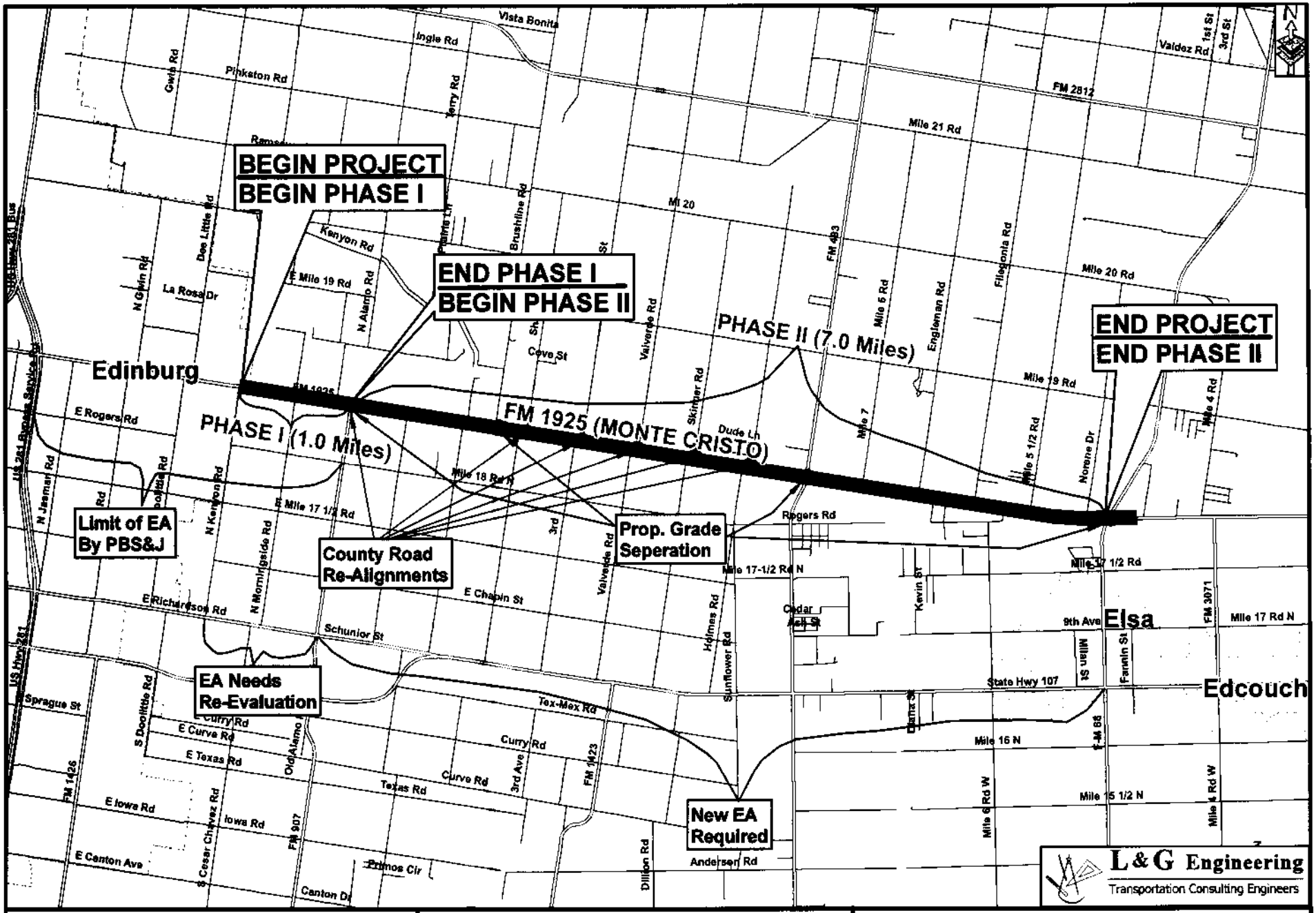
Approved on Commissioners' Court:

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

By: _____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Work Schedule
EXHIBIT D -Contract Rates
EXHIBIT D1 - Fee Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F -Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*



FM 1925
LOCATION MAP

APPROX. PROJECT LENGTH 8.0 MILES

LEGEND

- FM 1925
- CITY LIMITS
- STATE ROADS
- STREETS
- HIDALGO COUNTY RMA
- FUTURE HIDALGO LOOP PROJECT

6,000 3,000 0 6,000

Feet

1 inch = 6,000 feet

G:\FM1925 1-18-07\FM1925 LOCATION 6-15-16.mxd

EXHIBIT "A"

Services to be provided by the Owner

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the Engineer" shall include the estimated general performance of all engineering services for the following described facility:

County: Hidalgo County

Control: 1803-02-028

Project/Description: Schematic Design, Right-of-Way Mapping, Acquisition Services and PS&E Design for the FM 1925 Project

Length: 1.0 Mile

Highway: FM 1925

Limits: from Kenyon Road to FM 907 (Old Alamo Road) - (1.0 Mile)

Existing Facility

Project Classification

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ROUTE AND DESIGN STUDIES
(Function Code 110)

Services Provided By: Engineer	County		
NO	NO	1.	Route Location Studies*
NO	NO	2.	Level of Service Analysis
NO	NO	3.	Traffic Evaluations and Projections
YES	NO	4.	Develop Roadway Design Criteria
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
YES	NO		a. Pavement
NO	NO		b. Retaining Walls
NO	NO		c. Miscellaneous Structures
NO	NO		d. Bridges

* The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

NOTES
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By: Engineer	COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
NO	NO	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	NO	(2) An Environmental Assessment anticipating a Finding of No Significant Impact will be coordinated with TxDOT on the prior EA completed 9 years ago.
NO	NO	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
NO	NO	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
NO	NO	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the **Engineer**. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
YES	NO	a. Limited public involvement shall be scheduled, coordinated and conducted with affected Property Owners as required.
NO	NO	b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contacts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by TxDOT, shall be provided.
NO	NO	3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the ENGINEER.
NO	NO	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
NO	NO	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
NO	NO	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By: Engineer	COUNTY	
NO	NO	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
		4. Noise and Air Quality Analyses
NO	NO	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
NO	NO	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
NO	NO	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultation may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
NO	NO	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
NO	NO	7. General Guidelines for Preparation of Environmental Documents a. The environmental document prepared shall be provided on paper and on a formatted diskette that is compatible with the word processor program and equipment of the district office. b. Three draft copies and twelve final copies of the Environmental Assessment shall be provided. c. Ten draft copies and thirty final copies of the Draft and Final Environmental Impact Statements shall be provided. d. The environmental document shall be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A. e. Exhibits in the environmental document shall be limited to 297 millimeters by 420.5 millimeters (11 inches by 17 inches) where possible.

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
Surveyor County

NOTE: No work involving right-of-way (ROW) data is to be performed until the County has given the engineer written approval of the final location of the proposed ROW lines as approved by TxDOT.

YES NO 1. Ownership Data in a .dgn file
   a. The entire project limits.
   b. Compensable utility ownership who have property rights on ROW shall be researched and provided.
   c. For each drainage outfall property
   d. For each irrigation structure pipe.

YES NO 2. Parcel plats & Right-of-Way Map
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.

YES NO 3. Utilities (Compensable)
   a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility.

YES NO 4. Field Notes
   a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map
   b. Computation Sheets for Survey Closure and Area for Each Parcel.
   c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

YES NO 5. Survey and Stake Right-of-Way

YES NO 6. Records as Required by the County and State
   a. Records used to establish ownership

YES NO 7. General Guidelines for Preparation of Right-of-Way Maps (Sample ROW Maps and Parcel Plats and field notes attached)

General Specifications

a. All data submitted by the surveyor will be legible, organized and well documented.

b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.

c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor.

d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.

e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map

checklist must be complete, accurate and also considered to be essential and is a part of this contract.

Project specific scope of services

FC 130 – Right of Way Data – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – Field Surveying for Parcel Mapping – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

RIGHT-OF-WAY DATA
Right-of-Way Documents - The **Surveyor** will utilize State examples and provide the following:

General
a. Abstracting: The **Surveyor** will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the **State** is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the **State's** Right-of-Way Book I and Book II, the **State's** local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The **Surveyor** will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The **Surveyor** will provide to the State a copy of Instruments of Record.
g. The **Surveyor** will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The **Surveyor** will attach documents or text files compatible with the latest version of Word software.

Parcel Plats
a. A parcel plat will be prepared for each parcel of land to be acquired. The **State** has developed standard formats for parcel plats, copies of which the **Surveyor** will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
    a. Month(s) and year abstracting was performed upon which the map is based.
    b. Month(s) and year field surveys were conducted upon which the map is based.
    c. Month and year map was completed by the **Surveyor**.
l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

Field Note Descriptions - A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   a. State, county, and city within which the proposed parcel of land to be acquired is located.
   b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   c. A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   a. A point of commencing (outside property corner).
   b. A point of beginning on proposed R.O.W. line.
   c. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   d. A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   e. All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   f. Note referencing parcel plat.

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)

MAP

General
___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements
___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements
___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:
___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*

___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

* *DO NOT SEAL MAP*

FIELD NOTES

Heading

___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence

___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH
___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET
___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services Provided By:
Engineer County

1. Field Surveying

YES NO a. Primary Project Control - 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the district engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

YES NO b. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans.
- No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
- The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
- The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
- The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

(1) Project control base lines

NO (2) Photogrammetric ground control
NO (a) Establish horizontal control
NO (b) Establish vertical control points
NO (c) Place and maintain control point targets

YES NO c. Other Field Surveying

(1) The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control. Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x,y,z for each Benchmak. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. The surveyor shall provide A H&V Book (a Sample shall be provided by the Engineer to the Surveyor). The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion in the H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
(4) Field locate cross culverts, driveway culverts, inlets, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.

(9) Tie Horizontally and Vertically any existing storm drain system that lies within the existing proposed ROW including the pipe inverts/flow lines and elevation of the outfall of said recovered existing storm drain systems.

YES NO (10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

YES NO (11) Additional Field Surveying as shown below:

(A) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide a Field Book to the engineer.

(B) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities along the outfalls identified on the Hydrologic Map.

Driveways and Turnouts

(a) Inventory commercial entrances, public roads and side streets separately.

(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.

(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.

(d) Obtain elevations at both edges of the driveway or turnout in line with the side drain.

YES NO (12) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)

NO NO (13) Soil core hole staking -

YES NO (14) Determine changes in topography from voids and outdated maps due to development, erosion, etc.

YES NO (15) Profiles of existing drainage facilities

NO NO (16) Measurement of hydraulic opening under existing bridges

YES NO (17) Obtain elevations of manholes and valves of utilities

YES NO (18) Provide temporary signs, traffic control, flags, safety equipment, etc.

YES NO (19) Ties to existing bridges or culverts that may conflict with new construction.

N/A N/A (20) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.

YES NO (21) Inventory signs, mailboxes, and driveways

YES NO (22) Survey controlled data sheets per TxDOT guidelines.

N/A N/A 2. Photogrammetric Products

a. Uncontrolled Photography

(1) Contact Prints

(2) Mosaics

(3) Digital ortho plots

b. Mapping

(1) Planimetric Maps

(2) Contour Maps

(3) Cross Sections

(4) Profiles

(5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By:
Engineer County

1. Geometric Design

YES NO a. Horizontal and Vertical Alignment
YES NO b. Schematic Layout
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
   (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
   (3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
   (4) The tentative ROW limits.
      (a) Provide a roadway Microstation file of the preliminary earthwork to verify ROW requirements.
      (b) Provide a graphics file containing the approved schematic.
   (5) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway lanes, ramps, frontage roads, and cross roads.
   (6) The current and projected traffic volumes as provided by TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
   (7) The control of access lines if Interstate or designated under House Bill 179.
   (8) Direction of traffic flow on all roadways.
   (9) Location and width of median openings for highway without access control.
   (10) The geometric of speed change (acceleration, deceleration, climbing) lanes.
   (11) Complete & provide the TxDOT Schematic Checklist.

Services Provided By: Engineer	County	
YES	NO	2. General Guidelines for Project Development (Completed)

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable.

The layout shall be submitted for two-lane highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY and TxDOT have given the engineer written approval of the preliminary schematic layout.**

b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.

c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.

d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.

f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.

g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.

h. The engineer shall furnish project files that are compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

NO	NO	3. Exhibit for Airway/Highway Clearance Permits

Services Provided By: Engineer	County		
		4.	Grading Design
YES	NO	a.	Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate.
YES	NO	b.	Typical Sections
YES	NO	c.	Design Cross Sections
YES	NO	d.	Determine Cut and Fill Quantities
N/A	N/A	e.	Slope Stability Analysis
N/A	N/A	f.	Embankment Foundation Stability Analysis
N/A	N/A	g.	Embankment Settlement Analysis
		5.	Pavement Design
YES	NO	a.	Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure.
YES	NO	b.	The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c.	Embankment and Subgrade
			(1) Soil Core Holes
YES	NO		(a) Along center line
NO	NO		(b) Along center line of each roadway
			The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)
YES	NO		(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	NO	d.	Traffic Data for Pavement Design by **STATE**
YES	NO	e.	Basic Design Criteria
YES	NO	f.	Life Cycle Cost Analysis (es)
YES	NO	g.	Cost Data
YES	NO	h.	Pavement Material Properties
YES	NO	i.	Rehabilitation Investigations
YES	NO		(1) Core Hole Survey (Show cost estimate with Function Code 110)
			(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE
(Function Code 161)

Services Provided By: Engineer	County	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the **COUNTY & STATE.**
		1. Hydrologic Studies, Discharges
YES	NO	a. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
YES	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
NO	NO	(4) Bridge waterways
YES	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
NO	NO	(8) Storm Water Management facilities
YES	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
NO	NO	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	NO	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted

Services Provided By: Engineer	County		
		3.	Layout, Structural Design and Detailing of Drainage Features
		a.	Culverts
YES	NO		(1) New culverts
YES	NO		(2) Culvert widening and/or lengthening
YES	NO		(3) Culvert replacements
		b.	Storm sewers
YES	NO		(1) New storm sewers
YES	NO		(2) Modify existing storm sewers
YES	NO		(3) Inlets
YES	NO		(4) Manholes
YES	NO		(5) Trunk lines
NO	NO	c.	Pump stations
NO	NO	d.	Subsurface drainage at retaining walls
YES	N/A	e.	Outfall channel(s) within the ROW
YES	NO	f.	Outfall channel(s) outside the ROW
NO	NO	g.	Detention Pond(s) within the ROW
NO	NO	h.	Detention Pond(s) outside the ROW
YES	NO	i.	Summary of Quantities
NO	NO	j.	Storm Water Management facilities
YES	NO	4.	Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5.	Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170).

SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

Services Provided By: Engineer	County		
YES	NO	1.	Signing and Markings Layout

a. Requirements (Separate Layout)
   (1) Roadway layout
   (2) Center line with station numbering
   (3) ROW lines
   (4) Culverts and other structures that present a hazard to traffic
   (5) Location of utilities, if not shown on plan and profile
   (6) Existing signs to remain, to be removed, to be relocated
   (7) Proposed signs (illustrated and numbered)
   (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
   (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
   (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
   (11) Quantities of existing pavement markings to be removed
   (12) Proposed delineators and object markers

b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
   (4) The projected traffic volumes as provided by the **STATE** (20 year traffic projection, unless otherwise determined by the District Engineer)
   (5) Tentative ROW limits
   (6) Direction of traffic flow on all roadways
   (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

YES	NO	2.	Summary of Small Signs Tabulation
NO	NO	3.	Summary of Large Signs Tabulation including all Guide Signs
YES	NO	4.	Sign Detail Sheets

a. All signs except route markers
b. Design details for large guide signs
c. Dimensions of letters, shields, borders, corner radii etc.
d. Designation of shields attached to guide signs
e. Designation of arrow used on exit direction signs

Services Provided By: Engineer	County	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
YES	NO	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	NO	(2) Photographs as appropriate
YES	NO	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
YES	NO	(a) Existing
YES	NO	(b) Estimated
YES	NO	(c) Projected
YES	NO	(d) Pedestrian
YES	NO	(5) Traffic Survey - Count Analysis
YES	NO	(6) Recommendation based on above data
YES	NO	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)

Services Provided By:
Engineer County

5. Traffic Signals (Continued)

(9) Phase sequence diagram(s)

(a) Signal locations
(b) Signal indications
(c) Phase diagram
(d) Signal sequence table
(e) Flashing operation (normal and emergency)
(f) Preemption operation (when applicable)
(g) Interval timing, cycle length and offset

(10) Construction detail sheets(s)
(a) Poles (TxDOT standard sheets)
(b) Detectors
(c) Pull Box and conduit layout
(d) Controller Foundation standard sheet

(11) Marking details (when applicable)

(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions

(13) Aerial or underground interconnect details (when applicable)

c. General Requirements

(1) Contact local utility company

YES NO (a) Confirm power source
YES NO (b) Discuss route of aerial or underground interconnect cable (when applicable)
YES NO (c) Adjustment of overhead utility lines
YES NO (2) Prepare governing specifications and special provisions list
YES NO (3) Prepare project estimate

YES NO d. Summary of Quantities

MISCELLANEOUS (ROADWAY)
(Function Code 163)

Services Provided By: Engineer	County		
		1.	Retaining Walls
		a.	Structural Details
NO	NO		(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO		(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO		(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b.	Alternate Patented Retaining Walls at _all_ locations. (Layouts Only)**
NO	NO		(1) Mechanically Stabilized Earth
NO	NO		(2) Concrete Block Wall Systems
NO	NO		(3)
NO	NO	c.	Retaining Wall Layout (PLAN)
			(1) Designation of reference line
			(2) Beginning and ending retaining wall stations
			(3) Station of each retaining wall joint***
			(4) Offset from reference line
			(5) Horizontal curve data
			(6) Number of retaining wall panels and lengths***
			(7) Total length of wall
			(8) Indicate face of wall
			(9) All wall dimensions and alignment relations (alignment data as necessary)
			(10) Soil core hole locations
NO	NO	d.	Retaining Wall Layout (ELEVATION)
			(1) Top of wall elevations at each joint*** or intervals****
			(2) Existing and finished ground line elevations
			(3) Height of stem at each joint***
			(4) Wall panel designations***
			(5) Top of footing elevations***
			(6) Limits of measurement for payment****
			(7) Type, limits and anchorage details of railing (If applicable)
			(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e.	Foundation Studies (Show cost estimate with Function Code 110)
NO	NO		The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f.	Stability Analysis (the Engineer shall estimate this task as part of his bid to complete the work).
NO	NO	g.	Estimate
NO	NO	h.	Summary of Quantities
NO	NO	i.	Typical X-section.

Services Provided By:
Engineer County

1. Retaining Walls (continued)

NO

j. General Guidelines for Retaining Walls
   (1) The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
   (2) The ground water level should be observed at the water strike.
   (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

YES NO 2. Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

a. The sequence of construction and method of handling traffic during each phase.
b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
c. The proposed traffic control devices (stop signs, signals, flagperson, etc.) at grade intersections during each construction sequence.
d. Where detours are provided, typical cross sections shall be shown.
e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

Services Provided By: Engineer	County	
		3. Illumination
NO	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout
		(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
		(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
		(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
		(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
		(d The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
		(e) Tentative ROW limits
		(f) Direction of traffic flow on all roadways
		(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	b. Final Roadway Illumination and Electrical Circuit Layouts
		(1) Roadway layout showing pavement edges and shoulders, curbs, retaining walls, etc.
		(2) Center line with station numbering.
		(3) ROW lines.
		(4) Symbol legend. Use department standard symbols for lighting and electrical.
		(5) Culverts and other structures that present a hazard to traffic.
		(6) Location of underground utilities, if not shown on plan profile.
		(7) Location of overhead electrical lines, both crossing and parallel to ROW.
		(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
		(9) Existing service poles, electrical circuits, ground boxes, etc.
		(10) Contact electric utility for service pole locations, voltage characteristics.
		(11) Location of proposed sign lighting circuits and roadway illumination.
		(12) Proposed electrical circuits.
		(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
NO	NO	c. General Guidelines for Illumination (If applicable)
		The **Engineer** shall submit to the **COUNTY**, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the **STATE**. Two copies of the layout sheets are to be submitted. One copy will be returned to the **Engineer** showing corrections that are to be made by the **Engineer**. When final plan submission is made, the **Engineer** shall provide a written statement regarding completion of the corrections.

Services Provided By: Engineer	County		
		4.	Miscellaneous Drafting/Standards
YES	NO		a. Erosion Control
NO	NO		b. Landscape Development
YES	NO	5.	Compute and Tabulate Quantities
YES	NO	6.	Special Utility Details (Irrigation lines)
		7.	Miscellaneous Structures
			a. Type of Structure*
			(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO		(a) New O.S.B. structure(s)
NO	NO		(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO		(2) High Mast Illumination Poles (HMIP)
YES	NO		(3) Traffic Signal Supports
NO	NO		(4) Conventional Illumination Poles
NO	NO		(5) Sound Barrier Walls
NO	NO		b. Checklist for Layouts
			(1) Reference appropriate O.S.B. standard
			(2) Drilled shaft size and length
			(3) Soil strength used for design {indicate basis and boring(s) used}
			(4) Design height
			(5) Tower heights
			(6) Leg spacings
			(7) Design wind speed
NO	NO		c. Foundation Studies The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8.	Agreements
YES	NO		a. Utility Agreements
YES	NO		b. Exhibits for Utility Agreements
N/A	NO		c. Railroad Agreements
			d. Railroad Exhibits
N/A	N/A		(1) Railroad Underpasses
N/A	N/A		(2) Railroad Overpasses
N/A	N/A		(3) Railroad Grade Crossing (Replanking)
N/A	N/A		(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A		(5) Other Miscellaneous Sketches for Railroads
YES	NO		e. Traffic Signal Agreements
YES	NO		f. Exhibits for Traffic Signal Agreements
YES	NO	9.	Estimate
YES	NO	10.	Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services Provided By: Engineer	County		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass(es)	____
NO	NO	(2) Overpass(es)	____
N/A	N/A	(3) Main Lanes	____
N/A	NA	(4) Direct Connector(s)	____
N/A	N/A	(5) Ramp Bridge(s)	____
NO	N/A	(6) Waterway Structure(s)**	____
N/A	N/A	(7) Pedestrian Structure(s)	____
N/A	N/A	(8) Utility Structure(s)	____
N/A	N/A	(9) Railroad Underpass(es)	____
N/A	N/A	(10) Railroad Overpass(es)	____
N/A	N/A	11) Bridge Classification Culvert(s)**	
N/A	N/A	(11) Alternate Structural Designs	____
N/A	N/A	(12) Alternate Foundation Design	
		Total New Structures =	____
		b. Existing Structure(s)	____
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	____
NO	NO	(2) Bridge Replacement	____
NO	NO	(3) Raising Bridge Elevation	____
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	____
N/A	N/A	(5) Railroad Overpass(es)	____
N/A	N/A	(6) Railroad Underpass(es)	____
N/A	N/A	(7)	____
		Total Existing Structures =	0

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the **engineer** should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: Engineer	County	
NO	NO	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and superelevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

Services Provided By: Engineer	County	

2. Preparation of Bridge Layouts (each bridge) (Continued)

   b. Bridge Layouts (ELEVATION)
      (1) Type of foundation.
      (2) Finished grade elevations at beginning and end of bridge.
      (3) Overall length of structure.
      (4) Length, type of spans and units.
      (5) Type of railing.
      (6) Minimum calculated vertical clearance(s).
      (7) Existing and proposed ground lines clearly marked.
      (8) Grid elevations and stations.
      (9) Bent numbers encircled.
      (10) Stationing of bridge compatible with grid stations.
      (11) Standard title.
      (12) Profile grade data.
      (13) Type of riprap.
      (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
      (15) Fixed/expansion condition of all bents.
      (16) Column "H" heights.
      (17) Number, size and length of foundations.
   c. Additional layout requirements for waterway structures and bridge classification culverts.
      (1) Design and 100-year peak discharges.
      (2) Design and 100-year high water (HW). (Recorded HW and date if available.)
      (3) Natural and through-bridge velocities for design and 100-year floods.
      (4) Calculated backwater for design and 100-year floods.
      (5) Direction of flow for waterway crossings.
      (6) Contours for water crossing.

NO	NO	3.	Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
NO	NO	4.	Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
NO	NO	5.	Bridge Total Quantities and Cost Estimates (each bridge)
NO	NO	6.	Bridge Special Provisions and Specifications (each bridge)
NO	NO	7.	Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.

Services Provided By: Engineer	County
NO	

8. General Guidelines for Bridge Design

a. The **engineer** shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

- TxDOT Design Division, when applicable:
  - Railroad Companies
  - FHWA
  - U.S. Army Corps of Engineers
  - U.S. Coast Guard
  - Bureau of Reclamation
  - Texas Parks and Wildlife
  - Others

Therefore, the bridge layout should be submitted at the earliest possible date and the **engineer's** design schedule should reflect this.

b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
Engineer County

8. General Guidelines for Bridge Design (Continued)

   d. The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The **engineer** shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
   e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
   f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
   g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the **engineer** upon request. These standards shall not be redrawn by the **engineer** nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the **engineer** shall not be identified as standards.
   h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
   i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
   j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

FC 600 – ACQUISITION PROVIDER SERVICES

(Services to be provided by L&G Engineering)

1) Project Administration

a) Negotiation of Scope of Services for Work Authorization
   i) Acquisition Provider will visit project site with COUNTY personnel if necessary.

b) Project Presence at L&G Consultant Office Headquarters
   i) Full Project Office
      (1) No Joint Use of County or TxDOT facilities
      (2) Open during normal County and State work hours
      (3) Personnel available to answer questions
      (4) Availability of Project Files
      (5) At least one office staff member is required to be a current commissioned notary public.

c) Overhead Costs
   i) Administrative costs

d) Communication
   i) Provide monthly progress reports with invoice.
   ii) Participate in project review meetings as determined by the County.
   iii) Prepare initial property owner contact list for use by the County in distribution of Acquisition Provider introduction letters.

e) File Management
   i) Project and parcel files will be kept in the County's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the County office as they are generated or received by the Acquisition Provider, if necessary.
   ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
   iii) Maintain records of all payments including check number, amount, and date paid, etc.
   iv) Provide copies of all incoming and outgoing correspondence as generated if requested by County at provider conference.
   v) Maintain copies of all correspondence and contacts with property owners.

2) Title Services

a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.

b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.

c) Secure title insurance for all parcels acquired, insuring acceptable title to the County of Hidalgo. Written approval by the County required for any exception. Title Insurance shall be paid for by Hidalgo County.

3) Appraisal

a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of

permission from the property owner, a waiver must be obtained, in writing from the County/TxDOT. Maintain permission letters with appraisal reports.

c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable County/TxDOT forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to County policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

f) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the County of Hidalgo.

h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by L&G Engineering and/or the County.

i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

4) Appraisal Review

a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/County policies and procedures and the Uniform Standards of Professional Appraisal Practices.

c) Prepare and submit to the County the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

5) Appraisal Updates

a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to County/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

b) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the County of Hidalgo.

c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.

d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) Negotiation, Tasks, and Fees

a) Analyze appraisal and appraisal review reports and confirm the County's approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by County/TxDOT on applicable County/TxDOT forms.

d) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

f) Respond to property owner inquiries verbally and in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel per contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

i) Advise property owner on the Administrative Settlement process. Transmit to County any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with County/TxDOT policy and procedures.

j) Prepare final offer letter, documents of conveyance as necessary.

k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

m) Provide a monthly progress report per parcel by the 25th of the month with invoice.

n) The consultant shall, as part of this proposal, estimate 10% of the 55 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the County Attorney.

7) Closing Service Fees

a) Coordinate with County and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the County.

b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to County for acceptance by the County Commissioners.

8) Relocation Assistance Services (N/A)

1) There are an estimated 0 relocations or displacements for this contract and L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)

2) L&G will provide advisory services to business displacements and relocate them effectively. (N/A)

3) TxDOT will review, approve and pay for all relocation costs as per ROW Agreement. (N/A)

9) Condemnation Support

a) Pre-Hearing Support

i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.

ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable.

iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the County Office for submission to the County Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the County Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the County Attorney; the attorney shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.

vii) The County attorney shall file the Lis Pendens including the cause number with the County Clerk's Office.

viii) Upon assignment of a court, the Court Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the County shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The County shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The County Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The County Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, County will approve the new value and the County's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The County Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the County, Appraiser, and Negotiator.

xiv) After the hearing is set, the County Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the County Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The County's Attorney shall send a reminder letter 2-3 weeks in advance to the County Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

d) Post Hearing Support (by County Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo County clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the County, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.
v) Send the Commitment and the Award to County, along with individual special commissioner's billing requesting the payment for their fees.
vi) File County warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the County Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the County Attorney's office for his further handling in accordance to the Eminent Domain process by the County.

ADDITIONAL RESPONSIBILITIES

Easements, Letters of Permission, Etc.

The **ENGINEER** shall be responsible for delineating easements. The **ENGINEER** will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The **ENGINEER** shall furnish the **COUNTY** prints of a project layout which will be distributed by **ENGINEER** to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the **ENGINEER** shall distribute to the various utility companies and request return. Upon return of these prints, the **ENGINEER** will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The **ENGINEER** is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the **COUNTY**. The **ENGINEER** shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Whenever possible, use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and, to the extent possible, incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The **Engineer** shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the **COUNTY's** Director. Any replacements to the **Engineer's** designated Project Manager/Engineer must be approved by the **COUNTY**.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADDSEALed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The **engineer** is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **COUNTY** and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The **Engineer** shall promptly make necessary revisions or corrections resulting from the **Engineer's** errors, omissions or negligent acts without additional compensation. Acceptance of the work by the **COUNTY** will not relieve the **Engineer** of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the **COUNTY** shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the County.

If required, the **engineer** shall provide to the **COUNTY**, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the **COUNTY's** computer system.

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The **engineer** will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
ROW Acqusition Services	Mission Office

The work effort will be managed out of the Mission (City) office located at 900 South Stewart Rd. (Address), Mission (City), Texas (State).

PROJECT: FM 1925
LIMITS: from Kenyon Road to FM 907 (Old Alamo Road)
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

9/9/2011

TASK AND DESCRIPTION	FIRM	2012																2013											
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Work Authorization No. 1																													
Project Planning																													
Obtain Right of Entry (Surveying)	RODS																												
Existing Right-Of-Way Layout	RODS																												
Hydrologic Map	L&G																												
Utility Coordination	L&G																												
Coordination with Irrigation District	L&G																												
Schematic & Environmental Doc Development																													
Develop Schematic with Outfalls	L&G																												
Meet w/TxDOT & Revise Schematic as per Comments	L&G																												
TxDOT & County approves Schematic	TxDOT																												
Review Previously Completed EA	L&G																												
Meet with TxDOT regarding Environmental Document	L&G																												
Prepare Environmental Documental to District	L&G																												
Meet with affected Property Owners (MAPO)	L&G																												
Prepare summary of MAPO	TxDOT																												
Approval by TxDOT/FHWA	TxDOT																												
ROW Mapping (Approx. 15 Parcels)																													
Develop ROW Map, Parcel Sketches & Field Notes	L&G																												
TxDOT Review	TxDOT																												
Revisions as per TXDOT Comments	L&G																												
TxDOT Approve ROW Map	TxDOT																												
ROW Acquisition (Approx. 15 Parcels)																													
Project Administration	L&G																												
Coordination with County and TxDOT	L&G																												
Title Commitments	L&G																												
Appraisal Reports	L&G																												
Appraisal Review Reports	L&G																												
Appraisal Update Reports	L&G																												
Approved Values by TxDOT	TxDOT																												
Acquisition Negotiation Offers	L&G																												
Title Curative Process	L&G																												
Title Commitment Updates	L&G																												
Payments for Parcels	L&G																												
L&G Condemnation Support Process	L&G																												
Eminent Domain Proceedings by County	County																												
Title Insurance Policies	L&G																												
Consummation of Outstanding Cases	L&G																												
Work Authorization No. 2																													
PS&E																													
Design Surveys	RODS																												
Complete Intersection Layouts	L&G																												
Roadway Design, x-sections, earthwork, etc.	L&G																												
Design Hydraulic Structures, Outfalls, etc.	L&G																												
Design Storm Drain System	L&G																												
Signing and Pav't Markings	L&G																												
Traffic Control Plan	L&G																												
Utility Coordination	L&G																												
Specifications, General Notes, Estimates	L&G																												
TxDOT Review	TxDOT																												
REVISIONS BY L&G AS RECEIVED FROM TXDOT	L&G																												
TxDOT PROCESS FOR LETTING AT AUSTIN	TxDOT																												
Estimated Construction Letting	TxDOT																												
Construction																													
Construction Inspection assisting TxDOT	L&G													ESTIMATED 12 MONTHS CONSTRUCTION														

L&G ENGNEERING TASK
TxDOT TASK
COUNTY TASK

NOTE: THIS SCHEDULE ASSUMES THAT A FULL RE-EVALUATION OF THE FONSI WILL NEED TO BE PERFORMED. IN ADDITION, THIS SCHEDULE ASSUMES THAT ROW ACQUISITION WILL NOT BEGIN UNTIL THE RE-EVALUATION IS COMPLETE DUE TO FUNDING.

EXHIBIT D
CONTRACT RATES

L&G Engineering
Transportation Consulting Engineers

Audited Overhead Rates 2009

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Principal	$ -	$ -	$ -	$ -
Senior Project Manager	$ 72.00	$ 210.96	$ 217.29	$ 223.81
Senior Engineer	$ 60.00	$ 175.80	$ 181.07	$ 186.51
Project Engineer	$ 43.00	$ 125.99	$ 129.77	$ 133.66
Design Engineer	$ 38.00	$ 111.34	$ 114.68	$ 118.12
EIT	$ 26.00	$ 76.18	$ 78.47	$ 80.82
Senior Engineer Tech	$ 25.00	$ 73.25	$ 75.45	$ 77.71
Engineer Tech	$ 24.00	$ 70.32	$ 72.43	$ 74.60
CADD Operator	$ 21.00	$ 61.53	$ 63.38	$ 65.28
ROW Administrator	$ 34.00	$ 99.62	$ 102.61	$ 105.69
ROW Negotiator	$ 31.00	$ 90.83	$ 93.55	$ 96.36
Biologist	$ 16.00	$ 46.88	$ 48.29	$ 49.73
Senior Environmental Scientist/Specialist	$ 43.00	$ 125.99	$ 129.77	$ 133.66
Environmental Secientist/ Specialist	$ 25.00	$ 73.25	$ 75.45	$ 77.71
Admin/Clerical	$ 18.00	$ 52.74	$ 54.32	$ 55.95

Negotiated Overhead Rate: 161.75%
Negotiated Profit Rate: 12.00%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55/mile
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

Approved (JG) 07/15/2011
Revision No. 4

EXHIBIT "D-1"
FEE SCHEDULE (Part I of Phase I Only)
FM 1925 Project

ROADWAY PROJECT:	FM 1925 PROJECT
LIMITS: ...**PHASE I**	Kenyon East to FM 907
LIMITS: ... **PHASE II**	FM 907 East to FM 88
EXISTING ROADWAY SECTION:	40' -- Rurual
EXISTING ROW WIDTH:	80 Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban with Grade Separations (FM 907, Hid Loop, FM 493 & FM 88)
PROPOSED ROW WIDTH:	Varies 120ft - 150ft
ESTIMATED CONSTRUCTION COST **PHASE I**	**$4,000,000.00**
ESTIMATED CONSTRUCTION COST **PHASE II ROADWY FM1925**	$28,000,000.00
ESTIMATED CONSTRUCTION COST **PHASE II COUNTY ROAD CONNECTIONS**	$6,000,000.00
ESTIMATED CONSTRUCTION COST **PHASE II OVERPASSES (4 ESTIMATED)**	$35,000,000.00
ESTIMATED CONSTRUCTION COST **PHASE II**	**$69,000,000.00**
LENGTH: **PHASE I**	1 Miles
LENGTH: **PHASE II**	7 Miles

ESTIMATED PROJECT COSTS	*STATE/MPO*	*LOCAL*
WORK AUTHORIZATION NO. 1 (Part I of Phase I)		
PHASE I - PLANNING & PUBLIC INVOLVEMENT		
Schematic **PHASE I**		$ 57,600.00
Hydrological Map		$ 30,000.00
Surveys for Schematic (Preliminary ROW Mapping, H&V Control) **PHASE I**		$ 20,000.00
Coordiate Environmental Assessment with TxDOT **PHASE I**		$ 35,000.00
Limited Public Involvement for Environmental Assessment **PHASE I**		$ 20,000.00
SUB-TOTAL BUDGET FY 2012	$ -	**$ 162,600.00**
PHASE I - DESIGN, ROW MAPPING & UTILITIES		
Compensible Utilities, Management Oversight	$ -	$ 22,500.00
ROW Map (ESTIMATED 15 PARCELS)		$ 52,500.00
SUB-TOTAL BUDGET FY 2012	$ -	**$ 75,000.00**
PHASE I- ROW ACQUISTION		
Right-of-Way Costs - Acq.Services @ (est. 15 Parcels @ $12,800/Parcel Avg.)		$ 192,000.00
Roadway Right-of-Way Costs - (40 ft. for 1 mile @ $3.00/sq ft)(STATE 98%)(LOCAL=2%) After "EDC"	$ 620,928.00	$ 12,672.00
Relocated Homes/Businesses	$ -	$ -
Transmission line Adjustments and High Pressure Gas lines (STATE 98%)(LOCAL=2%)	$ -	$ -
SUB-TOTAL BUDGET FY 2012	$ 620,928.00	**$ 204,672.00**
TOTAL PART I OF PHASE I		**$ 429,600.00**
WORK AUTHORIZATION NO. 2 (Part II of Phase I)		
PHASE I - DESIGN, ROW MAPPING & UTILITIES		
Field Surveys for Design and Construction		$ 40,000.00
PS&E Development		$ 320,000.00
Signal Design		$ 60,000.00
Permitted Utilities Coordination	$ -	$ 22,500.00
SUB-TOTAL	$ -	**$ 442,500.00**
PHASE I - CONSTRUCTION		
ROADWAY CONSTRUCTION COST	$ 4,000,000.00	
TxDOT Construction Inspection (11%)	$ 440,000.00	
L&G Construction Management		$ 56,000.00
SUB-TOTAL	$ 4,440,000.00	**$ 56,000.00**
TOTAL PART II OF PHASE I		**$ 498,500.00**
SUB-TOTAL	**$5,060,928.00**	**$ 940,772.00**

Work Authorization No. 1 (Part I of Phase I)	**FY 12**	$ 429,600.00
Work Authorization No. 2 (Part II of Phase I)		$ 498,500.00

State Estimated Cost

Local Estimated Cost

9/7/2011

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____ _____ _____ _____.

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.

SAMPLE

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No.** 1.

HIDALGO COUNTY

BY:_____

SAMPLE

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 _____, 2011.

THE ENGINEER:

_____

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" – Service to be Provided by the Owner
EXHIBIT "B" – Services to be Provided by the Engineer
EXHIBIT "C" – Work Schedule
EXHIBIT "D" – Fee Schedule

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2011 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

SAMPLE

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2011.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956871286 E-MAIL ADDRESS:
INSURED L&G Consulting Engineers, Inc. dba L&G Engineering 2100 W. Expressway 83 Mercedes, Texas 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Landmark American Insurance Com — 33138 INSURER B : Texas Mutual Insurance Company — 22945 INSURER C : Hartford Casualty Ins Co — 29424 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	LHC730859	07/19/2011	07/19/2012	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X BI/PD Ded:10000						PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
C	AUTOMOBILE LIABILITY	X	X	65UENKN4458	07/19/2011	07/19/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	X	TSF00010203000	07/23/2011	07/23/2012	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab	X	X	LHC730859	07/19/2011	07/19/2012	$2,000,000. Limit	
A	Pollution Liab	X	X	LHC730859	07/19/2011	07/19/2012	$2,000,000. Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information **
Voluntary Compensation
Proprietors/Partners/Executive Officers/Members Excluded:
Jacinto Garza, President
Armando Sandoval, Vice President
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
Marth L Salazar, CPPB
2812 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian E Lewis

DESCRIPTIONS (Continued from Page 1)

Blanket Waiver of Subrogation

** Supplemental Name **
First Supplemental Name applies to all policies - L & G Engineering Laboratory LLC,L & G Consulting Engineers, In

Hidalgo County is hereby listed as Additional Insured regarding the General Liability and Auto Liability.
Waiver of Subrogation in favor of Certificate Holder.

APPROVED

AI-28500 **22. C. 2.**
CC REGULAR
Meeting Date: 09/13/2011
Submitted For: Marcos Lopez, Pct 4 (Gloria) **Submitted By:** Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

a. Approval of the final negotiated Engineering Services Contract with the No. 1 ranked firm of L & G Engineering for the provision of Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4;

b. Authorization and approval of Work Authorization No. 1 in the amount of $429,600.00 from L & G Engineering in connection with Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
DBM is going to address the funding source for this item.

Attachments

contract
WA

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/09/2011 03:08 PM
Budget & Management	Merlen P. Munoz	09/09/2011 03:22 PM
Purchasing Department	Marty Salazar	09/09/2011 03:08 PM
Budget & Management	Merlen P. Munoz	09/09/2011 03:22 PM
Manuel Chapa Auditor's Office		

Form Started By: Monica Badillo Started On: 09/09/2011 10:23 AM

CC Approved on 9/13/2011

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 13, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** All Present
2. **Pledge of Allegiance** All
3. **Prayer** Com. Quintanilla
4. **Approval of Consent Agenda** 11--B2 11C, 11D, 11 k
5. **Open Forum**

no action 6. AI-28498 Appointment of Judge to the Office of County Court at Law #7 September 13, 2011

(7.) **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

approved B. AI-28437 Approval to accept a settlement check from Allstate Insurance Company in the amount of $931.21 to settle auto accident with County vehicle. (HIDTA)

approved C. AI-28435 Approval to accept a settlement check from State Farm Insurance Company in the amount of $588.60 to settle auto accident with County vehicle. (Sheriff's Office)

D. AI-28481 Texas Cooperative Extension:
Requesting permission for one (1) employee to travel to Austin, Texas on September 13-16, 2011 for Texas Obesity Awareness Week - 2011 Texas Health Champion Award (expenses to be paid by the Dell Center)

presentation only E. AI-28485 1. Presentation by Texas Organ Sharing Alliance regarding the Hidalgo County's "Tree of Hope" Planting Ceremony on Friday, September 16, 2011
presentation only 2. Presentation by United Blood Services regarding Hidalgo County Employee Blood Drive on Tuesday, September 20, 2011

approved (F.) AI-28491 Status update regarding Operation Clean Slate. – advertising!!!

G. AI-28488 Request from the Rio Grande Regional Water Authority for a Local Match Pledge in the amount of $18,966.89 to fund an Alternative Regional Water Supply Feasibility Study

8. **Constables:**

A. AI-28405 Constable Pct. #3 - Border Security Crime Reduction Operation Grant (1284):
Requesting approval to submit a request to the Office of the Governor to transfer all funds budgeted in the Bulletproof Vests (obj. codes 668 or 748) and Vehicle Operating Costs (obj. code 672) line items into the New Vehicle Purchase (obj. code 741) line item.

9. **County Judge's Office:**

CC Approved on 9/13/2011

CC Approved on 9/13/2011

0002	Registered Nurse IV	17	16

approved b. Approval of revised salary schedule.

22. Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

approved **1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. Presentation for discussion, consideration and action

Including, but not limited to, the following items in connection with New Adult Detention Center:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

approved a-c b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

approved a-c c) Emergency situations occurring since last agenda meeting

B. Budget & Management

1. AI-28364 DBM - Workers' Comp. Division:

a. Authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard's awarded vendor, Philpott Motors-Contract No. 358-10), Two (2) New or newer 2011 Ford F-150 with Extended Cab upgrade in the amount of $34,804.50 to include a one time administrative fee of $400.00 for a total of $35,204.50 -Project #2011-244-OGG);or in the alternative, approved

b. Authority to advertise sealed competitive procurement for the purchase of: Two (2) New or newer 2011 or newer Ford F-150 with Extended cab upgrade in the amount of $34,804.50 to include pricing and delivery fees for -Project #2011-244-OGG); to include options as described on attached specifications or equivalent. no action

C. Pct. 4

1. AI-28482 Discussion and action related to the selection/ranking of engineering services in connection with the Safe Routes to School (SRTS) grant project received by Hidalgo County and partnering with Edinburg ISD and the City of Edinburg. no action

2. AI-28500

a. Approval of the final negotiated Engineering Services Contract with the No. 1 ranked firm of L & G Engineering for the provision of Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4; approved

b. Authorization and approval of Work Authorization No. 1 in the amount of $429,600.00 from L & G Engineering in connection with Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4 approved

D. District Courts

1. AI-28483

a. Approval to proceed to provide Hon. Noe Gonzalez, Presiding Judge, 370th State District Court the three nominated firms for the scoring/grading/evaluating of said firms for presentation to CC for ranking and thereafter proceed with negotiation process for engagement to: Seek funding sources for assistance and efficiency of the 370th State District Court as it pertains to Human Trafficking and Violence against Women; approved

b. Recommendation by Hon. Noe Gonzalez for CC to assign/designate himself and his court staff to score/grade and evaluate the firms for presentation of grid to CC for ranking. approved

CC Approved on 9/13/2011

AI-28956 **9. H.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of invoice #11323937 in the amount of $6,982.68, from L & G Consulting Engineers, Inc. contracted engineer for "On Call Services for MPO and HCRMA Representation," C-11-054-04-12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:

$37,240.96 available funds in PO 658778 as of 10-06-11.

Attachments

invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/05/2011 11:51 AM
Budget & Management	Merlen P. Munoz	10/05/2011 02:59 PM
Rosalinda Cantu	Rosie Cantu	10/06/2011 11:06 AM
Auditor's Office	Arcilia Duran	10/06/2011 05:15 PM

Form Started By: Rocio Villarreal Started On: 10/05/2011 09:51 AM

Final Approval Date: 10/06/2011

L&G Engineering
Transportation Consultants

October 3, 2011

Hidalgo County
Budget Office
Attn: Sergio Cruz
2818 S. Bus. Hwy 281
Edinburg, TX 78539

HIDALGO COUNTY
BUDGET OFFICE
SEP 4 AM 11 18

RE: PROGRESS REPORT
On-call Services for the HCMPO and HCRMA and Traffic Studies –
Work Authorization No. 1 Contract #C-11-054-04-12

Dear Judge Garcia and County Commissioners,

Attached is our invoice for the month of September 2011. This invoice covers the basic fee associated for attending Hidalgo County Metropolitan Planning Organization (HCMPO) technical and policy meetings, and the Hidalgo County Regional Mobility Authority (HCRMA) meeting(s). The following tasks were accomplished this month.

- September 2011 – Jacinto Garza P.E. and Anthony Garza reviewed the HCMPO Technical Committee agenda. Anthony Garza attended the meeting and the sign in sheet is attached.

- September 2011 – Jacinto Garza P.E. and Anthony Garza reviewed the HCMPO Policy Committee agenda and packet, provided the attached recommendations and information to Commissioner Joe Flores. Anthony Garza attended the meeting and the sign in sheet is attached.

- September 2011 – Jacinto Garza P.E. and Anthony Garza reviewed the HCRMA meeting agenda(s) and attended the meeting. The agenda(s), progress report, and sign in sheet(s) are attached.

Attached are the narrative reports provided to Commissioner Joe Flores for the HCMPO Policy and RMA meetings. These recommendations are also sent to the County Judge and remaining commissioners.

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 565-9813.

HIDALGO COUNTY
BUDGET OFFICE
SEP 3

Sincerely,

Jacinto Garza, P.E.
CEO / President

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

JC 10-3-11

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323937
INVOICE DATE: 09/30/11

BILL TO:
Hidalgo County
100 E. Cano
Edinburg, TX 78539

JOB: 110101
HCMPO - On Call Eng Services
Contract#C-11-054-04-12
2818 S. Bus Hwy 281
Edinburg, TX 78539

HCMPO POLICY MTG				
September 2011 Meeting		1.00	2327.560	2,327.56
	HCMPO POLICY MTG TOTAL:			2,327.56
HCMPO TECH MEETING				
September 2011 Meeting		1.00	2327.560	2,327.56
	HCMPO TECH MEETING TOTAL:			2,327.56
HCRMA STATUS & PROG				
September 2011 Meeting		1.00	2327.560	2,327.56
	HCRMA STATUS & PROG TOTAL:			2,327.56
			TOTAL	6,982.68

Project Manager's Signature

AGENDA

Hidalgo County Metropolitan Planning Organization
Technical Advisory Committee Meeting
HCMPO Conference Room
510 South Pleasantview Drive
Weslaco, TX.
Tuesday, September 06, 2011
@ 1:30 PM

1)	Roll Call		Chairman
2)	Approval of Minutes of August 02, 2011	**(ACTION ITEM)**	MPO Staff
3)	Cost Over-Run Project(s) (If Needed)	**(ACTION ITEM)**	TxDOT
4)	Discussion & Approval of TIP/MTP/ Prop 12	**(ACTION ITEM)**	MPO Staff
5)	Discussion of Safe Passing Ordinance	**(DISCUSSION ITEM)**	MPO Staff
6)	Discussion of Operational Improvement Plan (OIP)	**(DISCUSSION ITEM)**	MPO Staff
7)	Update on "No Truck in Left Lane"	**(UPDATE ITEM)**	MPO Staff
8)	Monthly Letting Update	**(DISCUSSION ITEM)**	TxDOT
9)	Staff Report	**(UPDATE / DISCUSSION / ACTION ITEM)**	MPO Staff

A. Calendar: September & October 2011
B. Legislative / RTAP Update
C. HCMPO Budget Report

10)	HCRMA Update	**(UPDATE)**	HCRMA
11)	Valley Metro	**(UPDATE)**	VALLEY METRO
12)	Metro	**(UPDATE)**	METRO
13)	Hidalgo County Commuter Rail District	**(UPDATE)**	HCCRD
14)	Old or New Business	**(UPDATE / DISCUSSION / ACTION ITEM)**	Chairman
15)	Adjournment		

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION

Technical Advisory Committee Meeting –Tuesday, September 6, 2011

HCMPO Conference Room

Weslaco, TX.

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Anthony Garza	L+G			
2.	JOE TORRES	ATR	377-4037		
3.	Juan Ortiz	City of Elsa	262-2127		
4.	Jaime S. Sandoval	COA	787-0006		
5.	RENE SAENZ	City of Pharr	787-8772		rene.saenz@pharr-tx.gov
6.	Jim Edgel	HCCRD	472-8271		
7.	Joe Calfa	C/Mission (L+G)	585-1909		
8.	Raymond A. Sanchez	TxDOT-Environ.	702-6232		
9.	Homer Bazan	TxDOT	702-6214		
10.	Edwards Moseley				
11.	JEREMY SANTOSCOY	McAllen			
12.	Juan R. Fox	Edinburg	279-1302		
13.	Fernando Nuñez	Edinburg	380-8211		
14.	Flor E Koll	RMA	969.5827		
15.	Alvin Delgado	Co McAllen	681-3500		

AGENDA

Hidalgo County Metropolitan Planning Organization
Policy Committee Meeting
HCMPO Conference Room
510 South Pleasantview Drive
September 15, 2011
@ 5:30 PM

TAB I **ROLL CALL**

TAB II **CITIZEN'S INPUT**

TAB III **PRESENTATIONS / ACTION / DISCUSSION ITEM(S)**

A. Approval of Minutes from August 18, 2011	**(ACTION ITEM)**	**CHAIRMAN**
B. Discussion & Approval of TIP/MTP / Prop 12	**(ACTION ITEM)**	**MPO STAFF**
C. Discussion on Safe Passing Ordinance	**(DISCUSSION ITEM)**	**MPO STAFF**
D. Discussion of Operational Improvement Plan (OIP)	**(DISCUSSION ITEM)**	**MPO STAFF**
E. Update on "NO Truck in Left Lane"	**(DISCUSSION ITEM)**	**MPO STAFF**
F. Monthly Letting Update	**(DISCUSSION ITEM)**	**TxDOT**

TAB IV **STAFF REPORT** **(UPDATE / DISCUSSION / ACTION ITEM)** **MPO STAFF**

A. Calendar: October & November 2011
B. Legislative / RTAP Update
C. HCMPO Budget Report

TAB V **OFF SYSTEM REPORT**	**(UPDATE)**	**PROJECT ENGINEERS**
TAB VI **TxDOT CONSTRUCTION REPORT**	**(UPDATE)**	**TxDOT**
TAB VII **HIDALGO COUNTY RMA**	**(UPDATE)**	**HCRMA**
TAB VIII HIDALGO COUNTY COMMUTER RAIL DISTRICT	**(UPDATE)**	**HCCRD**
TAB IX **VALLEY METRO**	**(UPDATE)**	**VALLEY METRO**
TAB X **METRO**	**(UPDATE)**	**METRO**
TAB XI **OLD OR NEW BUSINESS**	**(UPDATE / DISCUSSION / ACTION ITEM)**	**CHAIRMAN**

TAB XII **ADJOURNMENT**

Hidalgo County MPO

Transportation Policy Committee Meeting

September 15, 2011

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Anthony Gen	LHb			
2.	Juan A. Sustaita, Jr	TxDot	702-6338	702-6264	juan.sustaita@txdot.gov
3.	TOM LOGAN	Valley Metro			
4.	Jorge Arcaute	City of Alton	432-0760		
5.	Oscar Rivera	City Donna TX	9564643314		
6.	JJ Torres	Alton	537-4037		
7.	Eddy Gonzalez (Luis Gonzalez)	Edcouch	655-5206		
8.	Mario R. Jorge	TxDot			
9.	Joey R Ellington	TxDOT			
10.	Yvette Barrera	McAllen	681-1150		ybarrera@mcallen.net
11.	Ed Carlos	McAllen			
12.	G. Lemus	Hidalgo	655-3423		
13.					
14.					
15.					

L&G Engineering
Transportation Consultants

MEMO

To: Hidalgo Co. Comm. Pct. #3, Joe Flores

From: Jacinto Garza, P.E.

Date: September 13, 2011

RE: Hidalgo County Metropolitan Planning Organization (HCMPO) Policy Committee Meeting, September 15, 2011 at 5:30 p.m. – Action Items and Recommendations

Desk Of: Anthony Garza

As your Technical Representative for the Hidalgo County MPO, attached for your use and information, is the Policy Committee Meeting Agenda and Packet for the upcoming meeting to be held on Thursday, September 15, 2011 at 5:30 p.m.
We have reviewed the agenda items that are to be discussed and we would like to advise you that the following item(s) require your attention. We are therefore giving you our recommendations.

TAB III PRESENTATIONS / ACTION / DISCUSSION ITEM(S)

B. Discussion & Approval of TIP/MTP / Prop 12 **(ACTION ITEM) MPO STAFF**

TECHNICAL INFORMATION:

The HCMPO received $21.28 million in prop 12 funding from TxDOT. The HCMPO and TxDOT have conducted extensive public involvement regarding the Prop 12 funding. Continued coordination between the HCMPO, TxDOT, and Hidalgo County resulted in the funding of several key county projects well in excess of the original $21.28 million disbursement to the MPO. Some of these projects include:

- Sam Houston (from US 281 to I road)
- BUS 83 (from FM 491 to the county line)
- US 281 to interstate standards (from FM 2812 to FM 490)
- FM 88 (from Mile 16 to SH 107).
- US 83 overpass at BUS 83 and Inspiration Road
- La Joya Bypass (Phase I)

Additionally, the La Homa Road project (from SH 495 to FM 1924) was placed on the TIP as an illustrative project. This was done to continue moving forward with the environmental clearance.

WE RECOMMEND:

Approval of the TIP / MTP / Prop 12 provided no changes are necessary to benefit county projects.

C. Discussion & Approval of FY2010-2011 UPWP Amendment #4 **(ACTION ITEM) MPO STAFF**

TECHNICAL INFORMATION:

The MPO staff has been working to update the Unified Planning Work Program (UPWP), a document that is produced annually, describes all of the regionally significant surface-transportation planning projects expected

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
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to be undertaken in the region in a federal fiscal year. It also lists the funding source or sources federal, state, and/or local for each planning project.

The UPWP has been updated to reflect advertisements in movie theatres and an update of the membership of several transportation planning committees. Some budgetary changes were made to the UPWP; however, they resulted in no net increase in overall expenditures.

WE RECOMMEND:

Approval of the UPWP.

D. Discussion on Safe Passing Ordinance **(DISCUSSION ITEM) MPO STAFF**

TECHNICAL INFORMATION:

The City of Edinburg has presented a draft ordinance regarding the safe passing of vulnerable road users (pedestrians and bicyclists). The Texas administrative code does not specify what constitutes a "safe passing distance". The proposed ordinance specifies the safe passing distance be 3 feet for regular vehicles and 6 feet for commercial vehicles. This item is for the consideration and possible adoption by each entity at the MPO.

E. Discussion of Operational Improvement Plan (OIP) **(DISCUSSION ITEM) MPO STAFF**

TECHNICAL INFORMATION:

The MPO staff issued a call for projects for Operational Improvements in the month of August. Nine projects were submitted to the MPO and are included in your packet. These submittals are currently being reviewed and scored by the TAC Operational Improvements Sub-Committee.

F. Update on "NO Truck in Left Lane" **(DISCUSSION ITEM) MPO STAFF**

TECHNICAL INFORMATION:

The MPO staff has been coordinating with the TxDOT to implement this program. The proposed plan would restrict heavy trucks from using the left lane for travel, unless passing another vehicle. The restriction could only be placed on roadways with 3 or more lanes in each direction. Data indicates that safety would be the major improvement as a result of the restriction. Minor improvements in traffic flow would also result.

cc: Hidalgo County Judge, Ramon Garcia
Hidalgo Co. Comm. Pct. #1, Joel Quintanilla
Hidalgo Co. Comm. Pct. #2, Hector "Tito" Palacios
Hidalgo Co. Comm. Pct. #4, Joseph Palacios

AGENDA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD OF DIRECTORS MEETING

5:30 PM, WEDNESDAY, SEPTEMBER 14, 2011

LRGVDC TRANSPORTATION CENTER

510 S. PLEASANTVIEW DRIVE

WESLACO, TEXAS

PRESIDING: DENNIS BURLESON, CHAIRMAN

---

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

2. PUBLIC COMMENT

3. GENERAL BUSINESS ITEMS:
   - A. Consideration and Approval of Minutes for 7/19, 7/27 and 8/22
   - B. Consideration and Approval of Expense Report for September 2011
   - C. Consideration and Approval of Financial Reports - Cheryl Bellamy, SAS, LLP.
   - D. Update on Lease Agreement with City of Pharr regarding relocation of RMA Building
     1. Discussion, consideration and approval to begin transfer of all utilities from City of Pharr to HCRMA – **Resolution 2011-32**

4. PRESENTATION OF REPORTS: DISCUSSION, CONSIDERATION AND POSSIBLE ACTION
   - A. Status update on
     1. HCRMA Roadway System Projects – Godfrey Garza
     2. Update on Negotiations with Surveying and Engineering Firms for TCC – Godfrey Garza
     3. Tiger Grant III Application – Godfrey Garza
     4. Pass Through Projects - Jody Ellington, P.E., TxDOT
     5. HCMPO Policy Committee Meeting (Proposition 12 funds) – Andrew Canon
     6. Update on Project Finance – Richard Ramirez, First Southwest

   - B. Discussion, consideration and selection of Toll Integration/Traffic Management Service – **Resolution 2011-29**

   - C. Discussion, consideration and approval of Agreement with Dannenbaum Engineering regarding General Contracting/Program Management Services – **Resolution 2011-31**

   - D. Discussion on statewide outreach and representation

5. Chairman's Report – Dennis Burleson
   - A. Federal Update
   - B. Letter to John Barton
   - C. Transportation Forum

6. EXECUTIVE SESSION PURSUANT TO CHAPTER 551, TEXAS GOVERNMENT CODE:
   - A. Section 551.071. Consultation with Attorney
   - B. Section 551.072. Deliberation Regarding Real Property
   - C. Section 551.074. Personnel Matters

AGENDA

Agenda items may be considered, deliberated and/or acted upon in a different order than numbered above. The Board of Directors of the Hidalgo County Regional Mobility Authority (HCRMA) reserves the right to adjourn into Executive (Closed) Session at any time during the course of this meeting to discuss any of the items listed on this agenda as authorized by the Texas Open Meetings Act. No final action will be taken in Executive Session.

PUBLIC INPUT POLICY

Public Input Policy: "At the beginning of each HCRMA meeting, the HCRMA will allow for an open public forum/comment period. This comment period shall not exceed one-half (1/2) hour in length and each speaker will be allowed a maximum of three (3) minutes to speak. All individuals desiring to address the HCRMA must be signed up to do so, prior to the open comment period. The purpose of this comment period is to provide the public an opportunity to address issues or topics that are under the jurisdiction of the HCRMA. For issues or topics which are not otherwise part of the posted agenda for the meeting, HCRMA members may direct staff to investigate the issue or topic further. No action or discussion shall be taken on issues or topics which are not part of the posted agenda for the meeting. Members of the public may be recognized on posted agenda items deemed appropriate by the Chairman as these items are considered, and the same time limitations (3 minutes) applies."

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)

BOARD MEETING

WEDNESDAY, SEPTEMBER 14, 2011

LRGVDC TRANSPORTATION CENTER

510 S. PLEASANTVIEW DRIVE

WESLACO, TEXAS 78596

	NAME (Please Print)	ENTITY/ORGANIZATION	PHONE	EMAIL
1	Louis Jon	Dannenbaum	956 682 36[illegible]	L.Jone@dannenbaum.com
2	Juan Castillo	Dos Land Surveying	956-975-0381	
3	Hugo Gonzalez	Dos Logistics Inc	9168.8800	Hugogonzalez@doslogistics.com
4	Anthony Garza	L46	467-9245	EF
5	Donna Traver	OWLS		
6	Fern McLaughlerty	OWLS	383-4498	
7	Bea whitlock	Owls	585-0278	
8	Frank Traver	Owls	467-9245	
9	Maria O. Leach	Owls	874-3434	
10	Jos Tom	STI	532-6037	
11	Tim + YB Garza	DLT	472 6257	
12	MARK LUPHEIR	TEDSI	956 424-7898	
13	Jose A. Sanchez	TEDSI	956-424-7898	jasanchez@tedsi.com
14	Humberto Garza	HEPI 4		
15	Tony Gelacio	Entech Civil Engrs., Inc.	281-995-0069	tgelacio@entechhou.com
16	Jim Bon	BIG	624-4985	
17	Eric Davila	DEC	682-3677	eric.davila@dannenbaum.com
18	RAMIRO E SALAZAR	DEC	486-4204	
19	Virginia Townsend	O.W.L.S	581-6550	
20				
21				
22				

Office Copy

L&G Engineering

Transportation Consultants

MEMO

To: Hidalgo County Judge, Ramon Garcia

From: Jacinto Garza, P.E.

Date: September 16, 2011

RE: Hidalgo County Regional Mobility Authority (HCRMA) Meeting, September 14, 2011 at 4:30 p.m. – Progress Report

Desk Of: Anthony Garza

As your Technical Representative for the Hidalgo County MPO and to provide you with a monthly HCRMA update, attached for your use and information, is the HCRMA Meeting Agenda for the meeting held on Monday September 16, 2011 at 4:30 p.m. We have reviewed the agenda items that were discussed as they relate to Hidalgo County and we provide the following progress report.

4. PRESENTATION OF REPORTS: DISCUSSION, CONSIDERATION AND POSSIBLE ACTION

A. Status update on

1. HCRMA Roadway System Projects – Godfrey Garza

Godfrey Garza reported that the RMA continued to develop the needed items for the IBTC and TCC projects.

2. Update on Negotiations with Surveying and Engineering Firms for TCC – Godfrey Garza

The RMA has furthered negotiations with the surveying and engineering firms with TxDOT review. Attached are the comments received from TxDOT on their review of said Engineering and Surveying proposals.

3. Tiger Grant III Application – Godfrey Garza

S&B provided the RMA with a proposal to complete the TIGER III application. The RMA board is working to engage a GEC prior to contracting S&B to complete the TIGER III application. The deadline for the TIGER III application is October 3, 2011.

4. Pass Through Projects - Jody Ellington, P.E., TxDOT

TxDOT reported no changes to the existing Pass through agreements on US 281, TCC, and FM 755 projects. The FM 755 project has received environmental clearance.

6. Update on Project Finance – Richard Ramirez, First Southwest

Chairman Burleson reported that First Southwest should be contacting the Hidalgo County Commissioners Court in the next 2 to 3 weeks to individually meet with the Judge and Commissioners. The meetings are going to provide details on what exposure the county would face when assisting the RMA in a bond sale to fund RMA projects.

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C. Discussion, consideration and approval of Agreement with Dannenbaum Engineering regarding General Contracting/Program Management Services – **Resolution 2011-31**

The RMA reported they are working with their legal team to develop a final draft of the GEC contract. After the contract is reviewed by TxDOT and finalized, the scope and fee for each task will be agreed upon utilizing current TxDOT rates submitted by Dannenbaum.

6. EXECUTIVE SESSION PURSUANT TO CHAPTER 551, TEXAS GOVERNMENT CODE:

No action was taken in executive session.

If you have any additional questions or concerns regarding an item that was not addressed, please advise.

cc: Hidalgo Co. Comm. Pct. #1, Joel Quintanilla
Hidalgo Co. Comm. Pct. #2, Hector "Tito" Palacios
Hidalgo Co. Comm. Pct. #3, Joe Flores
Hidalgo Co. Comm. Pct. #4, Joseph Palacios

AI-28930 **9. I.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Cooperative Agreements:
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: N/A ACCT. #: N/A

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

BUDGETARY IMPACT:

No funding required for this action. Only asking approval to vendors within cooperatives.

Attachments

TASB-Carrier

TASB-Gaylord

TASB AUTOMATED

EXHIBIT A

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/05/2011 11:51 AM
Budget & Management	Merlen P. Munoz	10/05/2011 02:58 PM
Rosalinda Cantu	Rosie Cantu	10/06/2011 08:27 AM
Auditor's Office	Arcilia Duran	10/06/2011 05:14 PM

Form Started By: Matilde Faz Started On: 10/04/2011 11:53 AM

Final Approval Date: 10/06/2011

Consent #28930
10/14/11

Vendor Contract Information Proposal Documents **Back**

Vendor: Carrier Corporation
Address: 2201 Midway Road, Suite 200
Carrollton, TX 75006
Phone: (972) 789-3420
Contact: Mary Jane Tadlock
Email: mary.jane.tadlock@carrier.utc.com
Website: www.carrier.com
Federal ID: 06-0991716
Accepts RFQs: Yes
Contract: HVAC Equipment, Supplies & Installation of HVAC Equipment #384-11
Effective Date: 10/1/2011
Expiration Date: 9/30/2014
Payment Terms: Net 30 days
Delivery Days: 10
Shipping Terms: Freight prepaid by vendor and added to invoice
Freight Terms: FOB Shipping Point
Ship Via: Common Carrier
Quote Reference Number: 384-11
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: Carrier Enterprise & their dealer network not authorized to participate in this program.
Return Policy: Return policy will be provided at time of quote.
Additional Dealers: See additional dealers list

[Log Out]

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Consent #28930
10/11/11

Vendor Contract Information

Proposal Documents | Back

Vendor: Gaylord Bros Inc
Address: Box 4901
Syracuse, NY 13221
Phone: (800) 448-6160
Contact: Melissa Pienoni
Email: bids@gaylord.com
Website: www.gaylord.com
Federal ID: 57-1164294
Accepts RFQs: Yes
Contract: Furniture - School, Office, Science, Library & Dormitory #337-10
Effective Date: 4/1/2010
Expiration Date: 3/31/2013
Payment Terms: Net 30 days
Delivery Days: 10
Shipping Terms: FOB Shipping Point
Freight Terms: Freight prepaid by vendor and added to invoice
Ship Via: Common Carrier
Quote Reference Number:
TX09
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: Free shipping on supply orders, shipping charges on all furniture.
Return Policy: 100% satisfaction guaranteed.

[Log Out]

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Consent
28930 10/11/11

Vendor Contract Information

Proposal Documents

Back

Vendor: Automated Logic
Address: 4107 New West Drive
Pasadena, TX 77507
Phone: (281) 837-0777
Contact: Brenda Hanzik
Email: brendah@uescontrols.com
Federal ID: 82-0540614
Accepts RFQs: Yes
Contract: Trade Services & Labor for Electrical, Plumbing & HVAC #375-11
Effective Date: 6/1/2011
Expiration Date: 5/31/2014
Payment Terms: Net 30 days
Delivery Days: 14
Shipping Terms: Free Freight
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number: 375-11
Regions Served: All Texas Regions
States Served: Louisiana, Texas
Return Policy: By RMA, no charge if part is defective.

[Log Out]

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Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2011 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department

"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
10/11/2011	***Automated Logic***	**Trade Services & Labor for Electrical, Plumbing & HVAC**	**375-11**	**6/1/2011-5/31/2014**
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Burton Auto Supply	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
7/05/2011 **10/14/2011**	***Carrier Corporation***	Trade Services & Labor for Electrical, Plumbing & HVAC **HVAC Equipment, Supplies & Installation**	375-11 **384-11**	6/01/2011-5/31/2014 **10/1/2011-9/30/2014**
4/19/2011	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 05/31/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
9/27/2011	Facility Solutions Group	Energy Saving Lighting Products	368-10	4/1/2011-3/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
10/11/2011	***Gaylord Bros. Inc.***	**Furniture-School, Office, Science, Library & Dormitory**	**337-10**	**4/1/2010 – 3/31/2013**

12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	7/01/2010 - 6/30/2013
9/20/2011	Grande Truck Center	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2011-11/30/2013
8/9/2011	Gulf Coast Paper Company	Custodial Supplies & Equipment	372-11	8/1/2011-7/31/2014
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
7/05/2011	Henry Schein, Inc.	First Aid Supplies & Equipment	374-11	6/1/2011 - 5/31/2014
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
	J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09	5/01/2009 - 4/30/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	355-10	11/1/2010 - 10/31/2013
9/27/2011	John Deere	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/1/2011-5/31/2014
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
9/13/2011	Lumatec Lighting Service	Outdoor Street Lighting	382-11	9/1/2011 – 8/31/2014
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
9/6/2011	Melhart Music Center	Audio Visual Equipment & Supplies	313-09	5/1/2009 – 4/30/2012
6//28/2011	Moore Medical LLC	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011 - 3/31/2014
7/12/2011	Moore Medical LLC	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
10/04/2011	MSC Industrial Supply Co.	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	01/01/2010-05/31/2013
	O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
5/10/2011	Philpott Motors	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2010-11/30/2013
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
9/20/2011	Radio Communications	Radio Communication Products	364-10	4/1/2011-3/31/2014
9/20/2011	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	379-11	9/1/2011 - 8/31/2014
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	339-10	6/01/2010-5/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
	Southern Tire Mart	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
7/05/2011	School Health Corporation	First Aid Supplies and Equipment	374-11	6/01/2011-5/31/2014
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Fire & Security & Monitoring	325-09	10/1/2009-9/30/2012

9/20/2011	T&G ID Systems, Inc.	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
7/12/2011	Texas Laundry Service Co.	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
	Vance Hunt Libraries	School, Office, Library & Dormitory Furniture	337-10	04/01/2010 - 03/31/2013
5/17/2011	World Wide Imaging Supplies	Office Paper & Toner Products	369-11	05/1/2011 – 04/30/2014

TPSS-Term contracts P.O.s;

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1st Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-01/2012
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-11/2011
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-11/2011
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
8/2/2011	BDI Pharma, Inc.	Vaccines and Biologicals	269-A2	02/2012
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2011
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2012
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
8/3/2010	GT Distributors	Police Equipment & Accessories	680-A1	1/2010 – 10/2011
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2012
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-L1	11/2008-8/2012 11/2006-8/2012
	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-12/2099
2/1/2011	Pollock Paper Distributors	Paper and Plastic Products, Disposable	640-A1	8/2006-11/2011
10/19/10	Precision Delta Corp.	Police Equipment & Accessories	680-A1	1/2010-10/2011
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-11/2012
7/5/2011	Rally			
	Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-A2	3/2010-12/2011
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-11/2011 3/2010-2/2012
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24”x48”	505-A2 665-A2	1/1960-12/2099 12/2001-11/2099

		Posture Back Ergonomic	425-A8	8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
9/6/2011	Texas Laundry Service	Laundry Equipment	500-M1	8/1/2011-7/31/2012
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2014
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2012

TPSS-DIR;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 890	1/20/2013 1/20/2013
9/13/2011	AT&T Corp.	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
6/29/2010 7/05/2011	CDW Government, Inc./Oki Data Americas, Inc. CDW Government, Inc./Lenovo (US, Inc.)	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	673 1364 835	05/15/2012 5/5/2014 12/2012
8/9/2011	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1680	6/7/2015
9/6/2011	CDW Government, LLC	Networking Products & Services, Networking Equipment, Tele-Network Services & Network	1381	6/9/2014
11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	838 1369	12/31/2012 5/13/2014
10/5/2010	Calence, LLC dba Insight Networking	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1460	8/30/2014
	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	1/15/2012
10/4/2011	Carahsoft Technology Corporation	Software	621	1/8/2012
6/14/2011	CASO Document Management	Software	1429	7/7/11-7/7/14
5/10/2011	Cross Match Technologies	Emergency Preparedness Hardware and Related Services	1024	7/17/11-7/17/13
	Daptiv/CIMA	Software Supplies & Services	841	12/29/2012
	Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	600 890 1014	11/13/2011 1/20/2013 6/1/2013
9/13/2011	Department of Information Resources	TEX-AN NG Communications Technology Services	DIR-TEX-	7/1/2016

			AN-CTSA-005	
7/26/2011	Econet.com	Security Services	645	2/21/2012
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	12/4/2012
7/27/2010 3/15/2011	Environmental Systems Res. Institution	Software Product and Services	1637	3/3/11-3/3/15
2/8/2011 2/14/2011	MTM Technologies, Inc.	Computer Equipment, Software, Components, Peripherals & Software, Network Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment	1469 1585	8/17/2011- 8/17/2014
09/06/2011	Paradigm Systems Solutions, Inc.	Computer Solutions,	1365	06/10/11-06/20/14
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	1367 1547	5/20/11-5/20/14 9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
10/04/2011	Sequel Data Systems	Software	621	1/8/2012
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	12/18/2012 1/20/2013
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	7/8/2013
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
7/12/2011	SHI Government Solutions, Inc.	Hardware and Peripherals and Related Services	810	12/18/2012
9/13/2011	Shoretel, Inc. Authorized Dealer Richline Technical Services	Networking Equipment, Tele-Telecommunications Equipment, Tele Network Services, Networking Products & Services, Tele-Telephone Equipment	1603	9/27/2014
11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
2/8/2011	Sprint Solutions, Inc.	Tele-Wireless Data and Wireless/Cellular	611	11/19/2011
6/29/2010	Verizon Wireless	Wireless Voice & Data Services and Equipment	604	10/2/2011
	Votec	Software	937	2/27/2011-2013

TPSS-TXMAS contracts;

CC Date	Vendor	Contract Description	Contract	Contract Term
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	4MD Medical Solutions	Medical Equipment	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-71I030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
	Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060	5/10/2006-10/26/2011

	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-1/31/2015
	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-5/31/2012
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-5/31/2012
8/9/2011	Eagle Mountain Flag and Flagpole	Flags, Banners, Pennants, and Related Products	7-780160	8/23/2007-5/31/2012
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
09/06/2011	Ergogenesis, LLC	Office Furniture	11-71080	07/14/2011-05/05/2016
	Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2016
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2011
6/21/2011	Gateway Printing & Office Supply, Inc.	Office Products/Supplies & Services & New Products/Technology	5-75020-13	7/7/2005-5/31/2012
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
8/2/2011	MCFSA LTD d/b/a Metroplex Control Systems-ISI-MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-71I020	10/9/2008 – 6/24/2013
05/10/2011	Johnson Controls, INC.	Complete Facilities Maintenance and Management	5-03FAC020	12/08/2004-07/13/2014
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-1/27/2012
6/14/2011	Lone Star Uniforms, Inc.	Uniforms & Clothing	9-840100	8/10/2009-5/14/2014
	MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/30/2011
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
8/16/2011	SimplexGrinnell, LP	Fire Alarm & Suppression Services	5-03FAC010	12/6/2004-6/26/2013
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2016
	Southern Tire Mart LLC-Michelin	Tires	7-261010	12/19/2006-12/5/2011

	Bridgestone		7-261020	1/19/2007-12/20/2011
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2015
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
8/9/2011	Teknion dba WorkSpace Solutions, Inc.	Office Furniture	3-7110570-4	9/22/03-3/8/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 10/26/2011
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	11-23V070	07/16/2011-05/31/2012
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-7/31/2015
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-2/28/2014
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	5/31/2004-11/30/2011
	Avis Rent a Car Systems	Car Rental	TX-C1080	5/31/2004-11/30/2011

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609 1072309	3/26/2012 7/23/2012
8/30/2011	Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor and Materials Professional Consulting and Other Related Services	3042811 2052810	4/28/2012 5/28/2012

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/14/2010	DACO	Daco Fire Equipment (Converter)	FS12-09	3/1/2010-11/30/2011
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	RQ09-997736-42D	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2013
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014

	The Home Depot	Maintenance/Hardware Supplies	05091	12/1/2008-7/31/2014
	Zep	Janitorial Supplies	2007-118-3034	12/31/2011
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013

TCPN;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	3/31/2010-3/31/2015
	CDW	Computer, Components, Peripherals & Software	R-4713	9/30/2006-3/31/2012
	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-3/31/2012
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
7/12/2011	Lowe's Home Centers, Inc.	MRO Equipment, Supplies & Related Items/Services	R4954	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	7/12/2010-2/28/2015
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015
6/28/2011	Separation Systems Consultants, Inc. (SSCI)	Environmental Services	R-5068	06/01/2011-05/31/2016
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
	Tech Depot	Computer, Components, Peripherals & Software	R-4716	9/30/2006-3/31/2012
4/5/2011	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-5045	10/13/2010-9/30/2017
05/10/2011	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-5042	9/30/2010-9/30/2015
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

GSA;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/21/2011	Advanced Training Systems, Inc.	Mission Oriented Business Integrated Services	GS 02 F 0404D	3/31/2016
	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J	
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
6/29/2010	Galls/Aramark		GS-07F-0157M	
12/28/2010	ICx Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012

11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013
3/29/2011	John E. Reid and Associates, Inc.	Training Aids and Devices; Instructor LED training; Course Development and Test;	GS-02F-0164P	4/23/2014
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
6/28/2011	Safety Vision, LLC	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0022J	9/30/2013
	Tactical Gear Now, Inc.		GS-07F-5508R	
10/4/2011	Ultrabac	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F-0243K	02/03/2015

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
12/13/2010	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE03-06	Thru Oct 31, 2011
9/21/2010	Daco Fire Equipment	Fire Apparatus (All types)	FS12-09	3/1/2010-11/30/2011
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
	Motorola	Communication Equipment & Services	RA01-08	12/31/2011
12/21/2010	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW05-02 CW10-09	6/1/2005-5/31/2012 11/1/2009-10/31/2012
	Sprint	Communication Equipment & Services	CW-05/02	6/1/2005-5/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-10	05/1/2010 – 04/30/2012
7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	RC08-10	8/1/2010-7/31/2012

CHOICE FACILITY PARTNERS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2

12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	Pasco Brokerage, Inc.	Appliances & Equipment	12020-PBI	12/18/2013

***Denotes: New Vendor added for approval**

Contract Renewed

AI-28921 **9. J.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Martha L. Salazar Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., specifications - requirements, legal notice etc.) as attached hereto for Hidalgo County Juvenile Probation Department- "Licensed Sex Offender Treatment Providers" - RFP No. 2012-010-00-00-YZV.

BACKGROUND

Current Contract Expires: February 16, 2012.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-423-60-330-002-0-331

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

BUDGETARY IMPACT:

Funding will be available in 2012 budget.

FISCAL YEAR: 2012 ACCT. #: 2-1294-423-00-330-010-2-331

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

BUDGETARY IMPACT:

Funding will be available in 2012 budget.

Attachments

LEGAL NOTICE-SPECS-REQUIREMENTS

DEPT. APPROVAL MEMO

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/05/2011 09:17 AM
Budget & Management	Merlen P. Munoz	10/05/2011 02:57 PM
Perla Lopez	Perla Lopez	10/06/2011 09:45 AM
Auditor's Office	Arcilia Duran	10/07/2011 11:12 AM

Form Started By: Yolanda Velasquez Started On: 10/03/2011 03:14 PM

Final Approval Date: 10/07/2011

RFP NO: 2012-010-00-00-YZV	BUYER: YOLANDA Z. VELASQUEZ	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"LICENSED SEX OFFENDER TREATMENT PROVIDERS"

MONTH 00, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 2012-010-00-00-YZV**

1. Sealed proposals/qualifications will be received for Hidalgo County for: **"LICENSED SEX OFFENDER TREATMENT PROVIDER",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers 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 proposal.

2. One (1) original and seven (7) copies of all RFPs 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, **RFP NO: 2012-010-00-00-YZV-"LICENSED SEX OFFENDER TREATMENT PROVIDER"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, MONTH 00, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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.

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us . BY NO LATER THAN Wednesday, MONTH 00, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, MONTH 00, 2012. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposals 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 proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly

familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposals.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this /qualifications 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 Proposals/Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. 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 proposal 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.

14. 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.

15. DELIVERY INSTRUCTIONS: (If applicable)
    - 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

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful proposer
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation – **"LICENSED SEX OFFENDER TREATMENT COUNSELOR"**
   e) 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:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Maria Elena Gaitan, Accountant
P O Box 267
Edinburg, TX 78540
956-587-6200

17. Schedule of Events

Projected Proposal/Qualifications Opening, 9:30 A.M.,	**MONTH 00, 2012**
Project/Anticipated Award Date:	**_____, 2012**
Commence Work or Deliver Products	**_____, 2012**

18. ~~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 proposal, and prior to commencement of the actual work, the proposer 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.~~

19. 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 proposal 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.

20. 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 Proposer 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. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer'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.

22. Proposals, 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.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- 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.

23. Successful proposer 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 proposers' 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.

24. Any contract award 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 (30) day's written notice prior to cancellation.

25. 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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer 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 proposer 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 proposer'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 proposer.

27. Successful proposer shall warrant that all items/services shall conform to 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 Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer 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.

28. 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.

29. The successful proposer 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.

30. Proposers shall provide with the proposal 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.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as none conforming.

Request for Proposal/Qualifications
"LICENSED SEX OFFENDER TREATMENT PROVIDER"

RFP NO: 2012-010-00-00-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
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 proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, 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.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)"

RFP 2012-010-00-00-YZV

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)

RFP NO: 2012-010-00-00-YZV

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Sex Offender Treatment Provider(s)" in order to establish a "Pool" of Licensed Sex Offender Treatment Provider(s)" on an "As Needed Basis". Service "Pool/Roster" shall be for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Sex Offender Treatment Provider(s). Request For Proposals will be accepted until **9:30 A.M., Wednesday, Month Day, 2012. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: **2012-010-00-00-YZV**

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 RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

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 FACSIMILE NO LATER THAN Wednesday, **Month day, 2012** at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, **Month day, 2012**. **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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer'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 Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified Licensed Sex Offender Treatment Provider(s) who are qualified as a Licensed "Sex Offender Treatment Provider(s)". The person(s) directly performing the services are required to be licensed "Sex Offender Treatment Provider(s)." Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed "Sex Offender Treatment Provider(s)."

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed "Sex Offender Treatment Provider(s)" who are qualified to provide services and expertise and licensed as "Sex Offender Treatment Provider(s)" and meet the following specifications/requirements:

1. Provide to department and its clients the services required of an LSOTP until replaced by department. These services include but are not limited to:
    a. Conducting individual family and/or group counseling appropriate for the needs of each Client;
    b. Conducting psychosexual examinations of the Clients as required by the Department;
    c. Conducting other evaluations and tests on each Client as required by the Department;
    d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such test and examinations, as required by Department;
    e. Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
    f. Serving on general call on a daily basis, except when out of town. All records, notes and/or reports created by Contractor and relating to services provided under this service shall be retained by Contractor for a minimum of three (3) years following the termination of the contract and thereafter, until any pending audit or litigation and all questions arising there from concerning such records are resolved by a final unappealable determination of any applicable court or agency. Proposer agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and the proposer.
2. Proposer represents that it employs a LSOTP licensed by the State of Texas and qualified to perform and execute the services provided above.
3. Proposer must not be ineligible to receive specified grant, loan or payment as under Section 236.006, Texas Family Code.
4. Proposer shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition proposer shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Proposer shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.
5. Proposer shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of proposer and for Clients, inmates, patients and/or residents served by proposer.
6. Proposer agrees to separately account for the receipt and/or expenditure of funds received pursuant to Department's services.
7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act § 100.001, et seq., Texas Civil Practices and Remedies Code an shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.
8. Proposer agrees to abide by all appropriate performance standards and sanctions an/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole of in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department

will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation of "Pool/Roster" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED SEX OFFENDER TREATMENT PROVIDER(S): (30 Points)**
The "Licensed Sex Offender Treatment Provider(s) should provide information related to its Qualifications. The "Licensed Sex Offender Treatment Provider(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)**
The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" by the "Judge Mario E. Ramirez, Jr. If the "Licensed Sex Offender Treatment Provider(s)" currently has an active Practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Licensed Sex Offender Treatment Provider(s)" should include any local issues or concerns that directly affect the "Licensed Sex Offender Treatment Provider(s)" understanding of the project.

3. **COST:** **(20 Points)**

Provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**

The "Licensed Sex Offender Treatment Provider(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Licensed Sex Offender Treatment Provider(s)". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

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

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, Month day, 2012.**
All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

EXHIBIT B

EVALUATION CRITERIA

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)"

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals" in order to establish a "Pool/Roster" of "Licensed Sex Offender Treatment Provider(s).

After the RFPs have been reviewed, scored and evaluated, the committee will present a "Pool/Roster" grid to Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Judge Mario E. Ramirez, Jr. Juvenile Justice Center".

1. **LICENSE SEX OFFENDER TRETMENT PROVIDER(S):**
   The "Licensed Sex Offender Treatment Provider(s)" should provide information related to its qualifications, experience. The "Licensed Sex Offender Treatment Provider(s)" must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Sex Offender Treatment" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:**
   The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the "Licensed Sex Offender Treatment Provider(s) currently has an active practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Licensed Sex Offender Treatment Provider(s) should include any local issues or concerns that directly affect the "Licensed Sex Offender Treatment Provider"(s) understanding of the project.

3. **COST:**
   Provide fee cost based per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling and group counseling.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES":**
   The "Licensed Sex Offender Treatment Provider(s) should provide as much background information as to it's experiences in providing similar services to juveniles, parents, etc.

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
"LICENSED SEX OFFENDER TREATMENT PROVIDER(S)"
RFP NO: 2012-010-00-00-YZV
RFP EVALUATION FORM

Selection Criteria	**Points**	**Score**

1. **LICENSE SEX OFFENDER TREATMENT PROVIDER(S):**
The "Licensed Sex Offender Treatment Provider(s)" should provide information related to its qualifications, experience. The "Licensed Sex Offender Treatment Provider(s)" must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Sex Offender Treatment" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

30 Points _____

Comments/Rationale For Points:_____

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:**
The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" by the "Judge Mario E. Ramirez, Jr. If the "Licensed Sex Offender Treatment Provider(s)" currently has an active practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Licensed Sex Offender Treatment Provider(s)" should include any local issues or concerns that directly affect the "Licensed Sex Offender Treatment Provider(s) understanding of the project.

20 Points _____

Comments/Rationale For Points:_____

3. **COST:**
Provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services and requirements.

20 Points _____

Comments/Rationale For Points:_____

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"**
The "Licensed Sex Offender Treatment Provider(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

30 Points _____

Comments/Rationale For Points:_____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

RECEIVED
SEP 27 2011
By C.11.34

To: Israel "Buddy" Silva
H C Juvenile Probation Director
Attn: Elena, Gaitan

From: Yolanda Velasquez YZV
Purchasing Dept., Buyer

Date: September 26, 2011

Re: RFP No. 2012-010- Approval of Requirements/Specifications for HIDALGO COUNTY- LICENSED SEX OFFENDER TREATMENT PROVIDERS"

Please review the attached **REQUIREMENTS/SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE	☑	DISAPPROVE	☐
APPROVED WITH MODIFICATIONS	☐		

FUNDS AVAILABILITY: Yes _____No _____ Other specify _____

BUDGET ACCOUNT#: 2-1100-423-60-330-002-0-331
2-1294-423-00-330-010-2-331

Israel Silva, JR - 9-26-11

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than TUESDAY, October 11, 2011 by 3:00P.M.

ENCLOSURES

AI-28918 **9. K.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Tax Office:
Requesting authority to purchase (2) doubletake standard maintenance for the renewal licenses with CDW-G through our membership/participation with (TCPN) The Cooperative Purchasing Network in the amount of $491.76/each in the total amount of $983.52/year, through requisition #203498, effective upon approval (1-1100-415-15-140-001-0-336);

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-15-140-001-0-336

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

BUDGETARY IMPACT:

Available funds in Requisition #00203498 as of 10/5/11 are $983.52.

Attachments

CDW-TAX

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/05/2011 09:17 AM
Budget & Management	Merlen P. Munoz	10/05/2011 02:57 PM
Perla Lopez	Perla Lopez	10/05/2011 04:12 PM
Auditor's Office	Arcilia Duran	10/07/2011 02:02 PM
Purchasing Department	Angela Garcia	10/07/2011 02:41 PM

Form Started By: Blanca Mayorga Started On: 10/03/2011 11:13 AM

Final Approval Date: 10/07/2011

Requisition

Req # 00203498

PO #

Date: 09/29/11

Consent 10/11/11 #28918

Bill To: x
x

Vendor : 153915

CDW GOVERNMENT, INC.
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: TAX OFFICE
956-289-7472

Contract No:

Special Instructions:
C-189

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT: TCPN R4713		
		DO NOT DUPLICATE ORDER		
2.00	EACH	ITEM: 191972 DOUBLETAKE AVAIL STD MNT RNW	491.76	983.52
		MFG: NSI-DTAVAILSE-R		
		CONTRACT: TCPN R4713		
		ELECTRONIC DISTRIBUTION - NO MEDIA		
0.00		QUOTE: CHMX802		.00
		DATED 9-6-2011		
		ACCOUNT NO: 6324564		
		BILLING AND SHIPPING ADDRESS:		
		2804 S BUS HWY 281 EDINBURG, TX 78539		
		Account No	Encumbrance	
		1-1100-415-15-140-001-0-336	983.52	
			Freight	.00
			Total	983.52
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

#203498

CDW·G

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
CHMX802	6324564	9/6/2011

BILL TO:
MARY JACKSON
2804 S BUSINESS HWY 281

Accounts Payable
EDINBURG , TX 78539

Customer Phone #956.289.7472

SHIP TO:
HIDALGO COUNTY TAX OFFICE
Attention To: MARY JACKSON
2804 S BUSINESS HWY 281

EDINBURG , TX 78539
Contact: MARY
JACKSON 956.289.7472

Customer P.O. # DOUBLETAKE RNW

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JAY CARLILE 866.224.6448	Electronic Drop Ship	Request Terms	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	1919872	DOUBLETAKE AVAIL STD MNT RNW Mfg#: NSI-DTAVAILSE-R Contract: TCPN R4713 Electronic distribution - NO MEDIA	491.76	983.52
		SUBTOTAL		983.52
		FREIGHT		0.00
		TAX		0.00

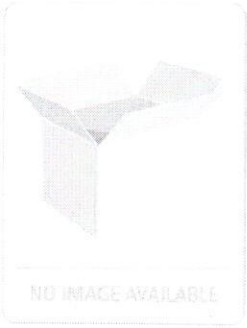
US Currency

TOTAL $ 983.52

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
Phone: 847.371.5000

Fax: 312-705-9492

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Double-Take Availability Standard Edition - maintenance (renewal)

Mfg. Part: DTAVAILSE-R | CDW Part: 1919872 | UNSPSC: 43232302

Take Availability Standard Edition - Maintenance (renewal) (1 year) - 1 license - Win

NEED HELP? [+]

Email this page
Add to Personal Favorites
Add to Organization Favorites

Qty 1 **$498.64** TCPN: $498.64

Lease Option ($15.86 /month)

Lower pricing may be available

Add to Cart Availability: In Stock

Product Overview Technical Specs

Product Overview

Main Features

Take Availability Standard Edition
Maintenance (renewal) (1 year)
1 license
Win

Double-Take Availability provides affordable data protection, ensures minimal data loss and enables immediate recovery from any system outage. Double-Take Availability continuously captures changes as they happen and replicates those changes to one or more servers at any location, locally or globally.

Double-Take Availability monitors changes to all protected files or virtual machines and replicates only the bytes that change to a disaster recovery site as far away as you would like, over standard IP networks, for maximum protection against data loss. The Double-Take Availability reporting center offers detailed, custom analysis and reports of your entire Double-Take Availability environment. The rich reporting and dashboard views of the reporting center make it easy to manage even the largest deployments.

Technical Specifications

Specifications are provided by the manufacturer. Refer to the manufacturer for an explanation of the print speed and other ratings.

Header	
Compatibility:	PC
Manufacturer:	Nsi Software, Inc.
Model:	Availability Standard Edition
Packaged Quantity:	1
Product Line:	Double-Take
Service	
Support Details Full Contract Period:	1 year
Service & Support	
Type:	New releases update
Service & Support Details	
Service Type:	New releases update
Software	
Category:	Networking applications
License Category:	Maintenance
License Pricing:	Standard
License Qty:	1 license
License Type:	Maintenance (renewal)
License Validation Period:	1 year
Subcategory:	Network - clustering / high-availability software
System Requirements	
Min Operating System:	Microsoft Windows Server 2003 R2 Standard Edition , Microsoft Windows Server 2003 Standard Edition , Microsoft Windows Server 2008 Standard , Microsoft Windows Server 2008 Standard without Hyper-V , Microsoft Windows Web Server 2008
Platform:	Windows

[-] Collapse Technical Specifications

Search for Similar Items

Check one or more attributes below to search for similar items.

- **Brand** - Vision Solutions/DoubleTake
- **Platform** - PC
- **Other Software Titles** - Double-Take
- **License Program Name** - DOUBLE-TAKE

Recently Viewed

Electronic HP Care Pack Next Business Day Hardware Support Post Warranty -
$446.87

AI-28894 **9. L.**

CC CONSENT

Meeting Date: 10/11/2011

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Application for Payment No. 2 in the amount of $84,772.35 from Homero Alvarez d/b/a Alvarez Construction, LLC contracted vendor for Morningside South Subdivision as reviewed and submitted by project engineer SAM Engineering & Surveying, Inc. (C-CAP-11-022-03-07).
Payment #1 was made by Urban County in the amount of $20,000.00 as stipulated in contract.

BACKGROUND

Application for Payment No.1 not to exceed $20,000.00 paid by Urban County as per contract C-CAP-11-022-03-07

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1312-431-00-122-900-0-731

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

BUDGETARY IMPACT:

P.O.# 660987 Application for Payment No.1 not to exceed $20,000.00 paid by Urban County as per contract C-CAP-11-022-03-07

FISCAL YEAR: 1 ACCT. #: 1-1312-431-00-122-900-0-733

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

BUDGETARY IMPACT:

P.O.#660987 Application for Payment No.1 not to exceed $20,000.00 paid by Urban County as per contract C-CAP-11-022-03-07

Attachments

Application for Payment No.2 Morningside South Subdivision

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/30/2011 12:37 PM
Budget & Management	Merlen P. Munoz	09/30/2011 01:01 PM
Roland Garcia	Rolando Garcia	10/05/2011 04:10 PM
Auditor's Office	Arcilia Duran	10/07/2011 10:37 AM

Form Started By: Marcie Jackson Started On: 09/29/2011 03:52 PM

Final Approval Date: 10/07/2011

APPLICATION FOR PAYMENT 2

To: Hidalgo County Precinct 2 (OWNER)
From: Alvarez Construction, Homero Alvarez (CONTRACTOR)
Project: Morningside South Subdivision Road & Drainage Improvements
Owner Contract No.: C-CAP-11-022-03-07 Engineer's Project No.:
For work accomplished through the date of: SEPTEMBER 02, 2011

1. Original Contract Price:		$ 302,664.38
2. Net Change By Change Order and Written Amendments (+or-):		$ 0.00
3. Current Contract Price (1 plus 2):		$ 302,664.38
4. Total Completed and Stored to Date:		$ 114,191.50
5. Retainage (per Agreement):		
10% of Completed Work:	$ 9,419.15	
10% of Stored Materials:	$ 0.00	
Total Retainage:		$ 9,419.15
6. Total Completed and Stored to date less retainage (4 minus 5):		$ 104,772.35
7. Less Previous Application for Payment: Appl. No. 1 pd. by Urban County		$ 20,000.00
8. **AMOUNT DUE THIS APPLICATION (6 minus 7):**		**$ 84,772.35**

Accompanying Documents:

REQ.# 197361 P.O.# 660987
1-1312-431-00-122-900-0-731→$79,241.50
<-7,924.15>=$71,317.35

REQ.# 197361 P.O.# 660987
1-1312-431-00-122-900-0-733→$14,950.00
<-1,495.00>=$13,455.00

9.29.2011

The undersigned CONTRACTOR certifies that to the best of CONTRACTOR's knowledge, all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying OWNER against any such Liens, security interest or encumbrance); and (3) all work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Date: September 2, 2011

Alvarez Construction
CONTRACTOR

By: Homero Alv

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 2nd day of September, 2011.

Norma Vera
Notary Public
My Commission Expires: March 10, 2013

NORMA VERA
Notary Public, State of Texas
My Commission Expires
March 10, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 9/28/2011

By: Samuel D Meldonado

Homer Alvarez d/b/a Alvarez Construction	Contractor Name
10-Jul-11	Starting Date
8-Oct-11	Project Ending Date
0%	Retainage Percent

Application No.:	1
Application Date:	September 2, 2011
Period To:	September 2, 2011
Engineer Firm:	SAM Engineering & Surveying

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payments To Date	Payment Due
C-CAP-11-022-03-07	MORNINGSIDE	$ 302,664.38	$ -	$ 20,000.00	$ -	$ -	$20,000.00	$282,664.38	$0.00	$20,000.00	$ -	$20,000.00
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*NOTE: APPLICATION FOR PAYMENT NO. 1 WAS PAID OUT BY URBAN COUNTY PROGRAM.

Exhibit E-E

Homer Alvarez d/b/a Alvarez Construction	Contractor Name
10-Jul-11	Starting Date
8-Oct-11	Project Ending Date
10%	Retainage Percent

Application No.:	2
Application Date:	September 2, 2011
Period To:	September 2, 2011
Engineer Firm:	SAM Engineering & Surveying

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payments To Date	Payment Due
C-CAP-11-022-03-07	MORNINGSIDE	$ 302,664.38	$ -	$ 20,000.00	$ 94,191.50	$ -	$114,191.50	$188,472.88	$9,419.15	$104,772.35	$ 20,000.00	$84,772.35
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*NOTE: APPLICATION FOR PAYMENT NO. 1 WAS PAID OUT BY URBAN COUNTY PROGRAM.

Exhibit E-E

ALVAREZ CONSTRUCTION	Contractor Name
7/10/2011	Starting Date
10/8/2011	Project Ending Date
MORNINGSIDE SOUTH SUBDIVISION	Engineer's / County Project Description

Application No.: 2
Application Date: 9/2/2011
Period To: 9/2/2011
Engineer's / County Project No.: C-CAP-11-022-03-07

				Original Schedule Value			Revised Schedule Value		First Month			Second Month			Third Month				Balance To Finish	
Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
	ROADWAY			23.82																
100	PREPARATION OF RIGHT-OF-WAY	STA	$ 840.00	23.8	20,008.80	$ -	0.0	-	15.20	15.20	$ 12,768.00	8.62	23.82	7,240.80	-	-	-	20,008.80	0.00	$ -
152	6" ROAD GRADER WORK (DENS CONT)SUBGRA	SY	$ 2.00	10,196.0	20,392.00	$ -	0.0	-	3616.00	3616.00	$ 7,232.00	6,580.00	10,196.00	13,160.00	-	-	-	20,392.00	0.00	$ -
247	8" FLEX BASE (COMPL IN PLC) (TY-D GR6 CL3)	SY	$ 5.30	9,651.5	51,152.95	$ -	0.0	-	0.00	0.00	$ -	4,899.00	4,899.00	25,964.70	-	-	-	25,964.70	4,752.50	$ 25,188.25
260	LIME TREATMENT AT 3%	TONS	$ 200.00	86.0	17,200.00	$ -	0.0	-	0.00	0.00	$ -	65.00	65.00	13,000.00	-	-	-	13,000.00	21.00	$ 4,200.00
310	ASPH MATRL (MC-30)	GAL	$ 8.00	1,931.0	15,448.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	-	1,931.00	$ 15,448.00
340	1 1/2" HOT MIX ASPHALT CONC. TYPE -D	SY	$ 6.75	8,287.5	55,940.63	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	-	8,287.50	$ 55,940.63
500	MOBILIZATION	LS	$ 3,000.00	1.0	3,000.00	$ -	0.0	-	0.00	0.00	$ -	1.00	1.00	3,000.00	-	-	-	3,000.00	0.00	$ -
502	BARRICADES, SIGN AND TRAFFIC HANDLING	MO	$ 1,000.00	4.0	4,000.00	$ -	0.0	-	0.00	0.00	$ -	1.00	1.00	1,000.00	-	-	-	1,000.00	3.00	$ 3,000.00
529	CONC CURB & GUTTER (18"X12")	LF	$ 7.00	4,764.5	33,351.50	$ -	0.0	-	0.00	0.00	$ -	2,268.00	2,268.00	15,876.00	-	-	-	15,876.00	2,496.50	$ 17,475.50
	Total Roadway				**220,493.88**						**$ 20,000.00**			**79,241.50**				**$ 99,241.50**		**$ 121,252.38**
	DRAINAGE																			
360	DRIVEWAY (CONCRETE)	SY	$ 25.00	851.5	21,287.50	$ -	0.0	-	0.00	0.00	$ -	318.00	318.00	7,950.00	-	-	-	7,950.00	534	$ 13,337.50
467	SAFETY END TREATMENT	EA	$ 1,000.00	8.0	8,000.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	-	8	$ 8,000.00
467	TYPE "C" GRATE INLET	EA	$ 4,000.00	3.0	12,000.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	-	3	$ 12,000.00
506	TEMP SEDMTCONT FENCE	LF	$ 1.50	4,795.0	7,192.50	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	-	4,795	$ 7,192.50
506	TEMP SEDMT CONT FENCE (REMOVE)	LF	$ 0.50	4,795.0	2,397.50	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	-	4,795	$ 2,397.50
530	DRIVEWAY (ASPH CONC PAV) (PB-1)	SY	$ 8.00	508.5	4,068.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	-	509	$ 4,068.00
556	18" RCP STORM DRAIN CL III	LF	$ 35.00	200.0	7,000.00	$ -	0.0	-	0.00	0.00	$ -	200.00	200.00	7,000.00	-	-	-	7,000.00	0	$ -
556	72" RCP STORM DRAIN CL III	LF	$ 200.00	80.9	16,180.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	-	81	$ 16,180.00
	TRENCH PROTECTION	LF	$ 50.00	80.9	4,045.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	-	81	$ 4,045.00
	Total Drainage				**82,170.50**						**$ -**			**14,950.00**				**$ 14,950.00**		**$ 67,220.50**
	TOTAL BASE AMOUNTS				**302,664.38**						**$ 20,000.00**			**94,191.50**				**$ 114,191.50**		**$ 188,472.88**

Samuel D Maldonado
Print Name

9/19/2011
Date

Signature

Exhibit E-O