AI-29538 **2. A.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Dina Treviño Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Co. Wide Adm. (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 11/4/11.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/04/2011 09:45 AM
JC Carreon	JC Carreon	11/04/2011 10:07 AM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Erika Zamora Started On: 11/04/2011 09:32 AM

Final Approval Date: 11/04/2011

DATE: November 8, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Co. Wide Adm

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

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 Ext. 5416

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
890	CO WIDE ADM-OTHER	899	CO WIDE ADM-CONTINGENCY	63,455.13
			TOTAL	**63,455.13**

REASON:

To transfer surplus monies to fund pending obligations.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29432 **2. B.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2011 - County Clerk (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?:

BUDGETARY IMPACT:

Available account balance as of 11-03-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 10:33 AM
Veronica Ortiz	Veronica Ortiz	11/03/2011 03:23 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Rene Perez Started On: 11/02/2011 10:29 AM

Final Approval Date: 11/04/2011

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: 11/1/2011

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 SU	672	CO CLERK-EQ&VEH R&M SUPPLIES	$28.00
601	CO CLERK-OFFICE & COMPUTER SU	671	CO CLERK-BLDG&OTHR STRUC R&M	$70.00
			TOTAL	$98.00

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-29526 **2. C.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2011 - County Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 1-1100-415-40-180-002-0-XXX

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

BUDGETARY IMPACT:

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 02:15 PM
Ana Galvan	Anna Galvan	11/04/2011 10:37 AM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Rene Perez Started On: 11/03/2011 02:08 PM

Final Approval Date: 11/04/2011

29526

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: 11/3/2011

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 1-1100-415-40-180-002-0

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
339	Other Professional Services	619	Other Miscellaneous Supplies	$500.00
339	Other Professional Services	671	Repar & Maint Supp. Build & Other Structures	$60.00
339	Other Professional Services	613	Saftey Supplies	$275.00
339	Other Professional Services	664	Other Minor Equipment	$365.00
			TOTAL	$1,200.00

REASON: Need funds 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-29444 **2. D.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Judge Rudy Gonzalez Submitted By: Dora Gutierrez, COUNTY COURT #1

Department: COUNTY COURT #1

Information

CAPTION

2011 - CCL #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 1-1100-412-00-021-001-0-XXX

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

BUDGETARY IMPACT:

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 01:27 PM
Ana Galvan	Anna Galvan	11/03/2011 02:29 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Dora Gutierrez Started On: 11/02/2011 01:11 PM

Final Approval Date: 11/04/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: **November 7, 2011**

DEPARTMENT HEAD: **JUDGE RUDY GONZALEZ**

DEPARTMENT NAME: **COUNTY COURT AT LAW #1**

ACCOUNT NUMBER: **1-1100-412-00-021-001-0-XXX**

CONTACT PERSON: **DORA GUTIERREZ** PHONE: **956.318.2375**

SUBJECT: Intradepartmental 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
890	OTHER	601	OFFICE & COMPUTER SUPPLIES	$ 200.00
890	OTHER	412	CABLE/SATELLITE TELEVISION	$ 500.00
			TOTAL	$ 700.00

REASON: **COURT NEEDS ADDITIONAL FUNDS TO COVER ADDITIONAL EXPENSES.**

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29453 **2. E.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Maria Elena Banning Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - CCL #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 1-1100-412-00-022-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/03/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 02:26 PM
Ana Galvan	Anna Galvan	11/03/2011 01:01 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Angela Garcia Started On: 11/02/2011 02:18 PM

Final Approval Date: 11/04/2011

INTRADEPARTMENTAL TRANSFER

DATE: November 2, 2011

DEPARTMENT HEAD: JUDGE JAIME "JAY" PALACIOS

DEPARTMENT NAME: COUNTY COURT AT LAW #2

ACCOUNT NUMBER: 1-1100-412-00-022-001-0-XXX

CONTACT PERSON: MARIA ELENA BANNING

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
664	OTHER MINOR EQUIPMENT	550	PRINTING & BINDING	500.00
665	MINOR COMPUTER EQUIP.	550	PRINTING & BINDING	120.00
831	COURT COSTS & INV.	601	OFFICE & COMP. SUPPLIES	368.00
890	OTHER	601	OFFICE & COMP. SUPPLIES	1,000.00
			TOTAL	1,988.00

REASON: FUNDING NEEDED TO FINISH OUT 2011 YEAR

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29418 **2. F.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - CCL #7 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-027-001-0-113

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

BUDGETARY IMPACT:

Lapsed funding available as of 11/01/11, refer to Salary Analysis.

Attachments

LIT

salary analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/01/2011 09:15 AM
Rosalinda Cantu	Rosie Cantu	11/04/2011 01:10 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Sylvia Solis Started On: 11/01/2011 08:34 AM

Final Approval Date: 11/04/2011

DATE: November 1, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court At Law No. 7

ACCOUNT NUMBER: 1-1100-412-00-027-001-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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
113	REG F/T EMPLOYEES	115	LONGEVITY	221.00
			TOTAL	221.00

REASON:

Intradepartmental Transfer to fund longevity pay compensation year end expenditures for transferred employees earing longevity pay. (REF: Employee No. 102121 & 103098)

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY COURT AT LAW NO. 7

SALARIES ANALYSIS WORKSHEET

As of 11/01/2011

Acct No: 1-1100-412-00-027-001-0-XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular Full-Time	$211,428.00	$8,131.85	5.0	$40,659.23	$45,358.27	$4,699.04
115	Longevity	$1,080.00	$45.00	4.0	$180.00	($40.50)	($220.50)
TOTAL		**$212,508.00**	**$8,176.85**		**$40,839.23**	**$45,317.77**	**$4,478.54**

AI-29452 **2. G.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Naomi DeSmith Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - CCL #7 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-027-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-2-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 02:21 PM
JC Carreon	JC Carreon	11/02/2011 02:47 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Angela Garcia Started On: 11/02/2011 02:17 PM

Final Approval Date: 11/04/2011

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 11/02/11

DEPARTMENT HEAD: JUDGE ROLANDO CANTU

DEPARTMENT NAME: COUNTY COURT #7

ACCOUNT NUMBER: 1-1100-412-00-027-001-0-XXX

CONTACT PERSON: NAOMI DESMITH

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	583	TRAVEL OUT OF COUNTY	600.00
			TOTAL	600.00

REASON: FUNDING NEEDED FOR JUDGE'S TRAVEL

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-29422 **2. H.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: PETE LOBATO Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - 139th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-003-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/03/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/01/2011 03:41 PM
Ana Galvan	Anna Galvan	11/03/2011 09:54 AM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Angela Garcia Started On: 11/01/2011 02:54 PM

Final Approval Date: 11/04/2011

INTRADEPARTMENTAL TRANSFER

DATE: November 1, 2011

DEPARTMENT HEAD: JUDGE BOBBY FLORES

DEPARTMENT NAME: 139TH DISTRICT COURT

ACCOUNT NUMBER: 1-1100-412-00-003-001-0-XXX

CONTACT PERSON: PETE LOBATO

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
661	MINOR OFFICE FURN & EQUIP.	743	OFFICE FURNITURE & EQUIP.	2,000.00
890	OTHER	619	OTHER MISC. SUPPLIES	110.00
831	COURT COSTS & INV.	583	TRAVEL OUT OF COUNTY	548.75
667	MINOR SOFTWARE	583	TRAVEL OUT OF COUNTY	300.00
665	MINOR COMPUTER EQUIP.	583	TRAVEL OUT OF COUNTY	400.00
640	REFERENCE MATERIALS	583	TRAVEL OUT OF COUNTY	914.00
			TOTAL	4,272.75

REASON: Transferring funds into correct object codes for purchase of office furniture and gold seal.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29475 **2. I.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Noe Gonzalez, Judge Presiding Submitted By: Esther Contreras, 370TH DISTRICT COURT

Department: 370TH DISTRICT COURT

Information

CAPTION

2011 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-007-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-2-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 03:12 PM
JC Carreon	JC Carreon	11/02/2011 03:27 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Esther Contreras Started On: 11/02/2011 02:51 PM

Final Approval Date: 11/04/2011

DATE: **November 2, 2011**

DEPARTMENT HEAD: **NOE GONZALEZ**

DEPARTMENT NAME: **370TH DISTRICT COURT**

ACCOUNT NUMBER: **1-1100-412-00-007-001-0-**

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**
890	OTHER	601	OFFICE & COMPUTER SUPPLIES	$150.00
			TOTAL	**150.00**

REASON: **Current and Future Expenditures**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-29504 **2. J.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-010-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/03/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 09:12 AM
JC Carreon	JC Carreon	11/03/2011 09:25 AM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Sylvia Solis Started On: 11/03/2011 09:02 AM

Final Approval Date: 11/04/2011

DATE: November 3, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 430TH DISTRICT COURT

ACCOUNT NUMBER: 1-1100-412-00-010-001-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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
890	OTHER	413	ELECTRONIC SURVEILLANCE & SECURITY	95.00
890	OTHER	607	HOUSEHOLD & JANITORIAL SUPPLIES	17.10
			TOTAL	112.10

REASON:
Intradepartmental Transfer to fund supplies and pay current invoices.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29415 **2. K.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

2011 - County Auditor's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-21-170-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10-31-2011.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/01/2011 07:21 AM
Veronica Ortiz	Veronica Ortiz	11/03/2011 03:21 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Maria Medina Started On: 11/01/2011 07:15 AM

Final Approval Date: 11/04/2011

DATE: November 1, 2011

2011
Transfer

DEPARTMENT HEAD: RAY EUFRACIO, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: Hidalgo County Auditor's Office

ACCOUNT NUMBER: 1-1100-415-21-170-001-0-XXX

Contact Person: Susie Medina Ph#: (956) 318-2511 Ext. 4602

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
550	Printing and binding	665	Minor Computer Equipment	$366.73
			TOTAL	366.73

REASON: *Transfer needed to pay for IIA membership dues.*

DEPARTMENT HEAD SIGNATURE

11/1/11
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29516 **2. L.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

2011 - County Auditor's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-21-170-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-03-11

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 12:55 PM
Veronica Ortiz	Veronica Ortiz	11/03/2011 03:33 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Maria Medina Started On: 11/03/2011 12:43 PM

Final Approval Date: 11/04/2011

DATE: November 3, 2011

2011
Transfer

DEPARTMENT HEAD: RAY EUFRACIO, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: Hidalgo County Auditor's Office

ACCOUNT NUMBER: 1-1100-415-21-170-001-0-XXX

Contact Person: Susie Medina Ph#: (956) 318-2511 Ext. 4602

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
529	Surety and Notary bonds	601	Office supplies	$407.00
350	Other services	601	Office supplies	$3.28
			TOTAL	$410.28

REASON: *Transfer needed to purchase licenses, etc. from CDW.*

DEPARTMENT HEAD SIGNATURE

11, 3, 11
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29485 **2. M.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

2011 - Treasurer's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-16-150-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-03-11

Attachments

LineItem11082011

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 03:49 PM
Veronica Ortiz	Veronica Ortiz	11/03/2011 03:31 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Fred Zamarripa Started On: 11/02/2011 03:40 PM

Final Approval Date: 11/04/2011

Date: November 8, 2011
Department Head: Norma G. Garcia
Department Name: Treasurer's Office
Account Number: -1100-415-16-150-001-0-

Subject: Budget Line-Item Transfer(s)

Honorable commissioners' Court of Hidalgo County:

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

FROM			TO		
OBJECT NUMBER	ACCOUNT (OBJECT) NAME		OBJECT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
550	Printing & Binding	- - >	631	Bottled Water	49.00
		- - >			
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				TOTAL	49.00

Reason:
To cover cost of bottled drinking water for year 2011.

Norma G. Garcia
Hidalgo County Treasurer

Approved Commissioners' Court _____ Date _____ Attest County Clerk

AI-29463 **2. N.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2011 - Purchasing (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-18-160-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-03-11

Attachments

Line Item

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 02:47 PM
Veronica Ortiz	Veronica Ortiz	11/03/2011 03:30 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Nielda Cavazos Started On: 11/02/2011 02:37 PM

Final Approval Date: 11/04/2011

DATE: **November 2, 2011**

DEPARTMENT HEAD: **Martha L. Salazar, CPPB**

DEPARTMENT NAME: **Purchasing**

ACCOUNT NUMBER: **1-1100-415-18-160-001-0**

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**
442	Rental of Equipment and Vehicles	780	Capital Lease	$447.92
601	office supplies	**626**	Gasoline/diesel	**$ 500.00**
			TOTAL	**$ 947.92**

REASON: **new copier lease/ fuel for remainder of year**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-29527 **2. O.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Roy Cazares Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - District Attorney (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-03-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 02:42 PM
JC Carreon	JC Carreon	11/03/2011 02:46 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Veronica Ortiz Started On: 11/03/2011 02:12 PM

Final Approval Date: 11/04/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: November 3, 2011

DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney

DEPARTMENT NAME: District Attorney's

ACCOUNT NUMBER: 1-1100-412-00-080-002-0-XXX

CONTACT PERSON: Roy Cazares PHONE: (956) 318-2080

SUBJECT: Intra-departmental Transfer(s)

Honorable Commissioner's 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
810	Due & Memberships	601	Office & Computer Supplies	$ 40.00
			TOTAL	**$ 40.00**

REASON: Funds need to cover negative. (Reclass)

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29494 **2. P.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

2011 - District Attorney (1222)

BACKGROUND

Monies will be used to purchase parts (brakes) to repair investigator vehicle and fuel for investigator vehicles.

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 11-3-11

Attachments

DAHCLIT2011-07

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 07:03 AM
JC Carreon	JC Carreon	11/03/2011 09:13 AM
Purchasing Department	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Roy Cazares Started On: 11/02/2011 04:26 PM

Final Approval Date: 11/04/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: **November 8, 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**
743	Office Furniture & Equipment	→	626	Gasoline/Diesel	$4,000.00
743	Office Furniture & Equipment	→	672	Equip & Vehicle R&M Suppl	$ 127.00
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 4,127.00**

REASON: Monies will be used to purchase parts (brakes) to repair investigator vehicle and fuel for investigator vehicles.

for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-29495 **2. Q.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

2011 - District Attorney (1223)

BACKGROUND

Monies needed for office supplies and toner cartridges, IT person's seminar registration & IT educational materials.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 11/03/2011.

Attachments

revised LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 07:04 AM
Ana Galvan	Anna Galvan	11/03/2011 03:33 PM
Purchasing Department	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Roy Cazares Started On: 11/02/2011 04:32 PM

Final Approval Date: 11/04/2011

INTRADEPARTMENTAL TRANSFER

DATE: November 8, 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**

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	**OBJECT NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
890	Other	→	601	Office & Computer Supplies	$ 2,000.00
890	Other	→	603	Education/Instructional Supplies	$ 311.00
890	Other	→	584	Registration Fees	$ 1,400.00
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 3,711.00**

REASON: Monies needed for office supplies and toner cartridges, IT person's seminar registration & IT educational materials.

ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-29513 **2. R.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2011 - I.T. Department (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 11/04/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 12:38 PM
Ana Galvan	Anna Galvan	11/04/2011 09:20 AM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Edna Kirby Started On: 11/03/2011 12:34 PM

Final Approval Date: 11/04/2011

DATE: **November 8, 2011**

DEPARTMENT HEAD: **Renan Ramirez**

DEPARTMENT NAME: **Information Technology Dept.**

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

SUBJECT: **Intradepartmental Transfer/s (increase/decrease)**

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, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
432	EQUIP & VEH R&M SRV	431	BLDG & OTHER STRUC R&M SRV	$3,000.00
			TOTAL	**$3,000.00**

REASON: **Transfer monies to the correct object code to cover expenses.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ____/____/____

ATTEST COUNTY CLERK

AI-29446 **2. S.**

CC CONSENT

Meeting Date: 11/08/2011

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-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-2-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 01:59 PM
JC Carreon	JC Carreon	11/02/2011 02:49 PM
Auditor's Office	Arcilia Duran	11/03/2011 09:53 AM

Form Started By: Mike Escaname Started On: 11/02/2011 01:36 PM

Final Approval Date: 11/03/2011

Date: November 2, 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
1-1293-441-00-340-005-0-745	H.D. ADM-COMPUTER EQUI	1-1293-441-00-340-005-0-336	H.D. ADM-COMPUTER SERVICES	$3,000.00
1-1293-441-00-340-005-0-745	H.D. ADM-COMPUTER EQUI	1-1293-441-00-340-005-0-607	H.D. ADM-JANITORIAL SUPPLIES	$559.33
1-1293-441-00-340-005-0-743	H.D. ADM-OFFICE FURN & E	1-1293-441-00-340-005-0-607	H.D. ADM-JANITORIAL SUPPLIES	$ 550.00
1-1293-441-00-340-005-0-743	H.D. ADM-OFFICE FURN & E	1-1293-441-00-340-005-0-664	H.D. ADM-OTHER MINOR EQUIP	$ 850.00
			Amount	$ 4,959.33

Revenue Account
Amount Requested: $ 4,959.33

Reason: Funds needed to meet anticipated expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-29409 **2. T.**

CC CONSENT

Meeting Date: 11/08/2011

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-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-1-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/31/2011 10:04 AM
JC Carreon	JC Carreon	11/01/2011 08:47 AM
Auditor's Office	Arcilia Duran	11/02/2011 10:46 AM

Form Started By: Mike Escaname Started On: 10/31/2011 09:56 AM

Final Approval Date: 11/02/2011

Date: October 31, 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
1-1293-441-00-340-005-0-745	H.D. ADM-COMPUTER EQUI	1-1293-441-00-340-005-0-601	H.D. ADM-OFFICE COMPUTER S	$1,000.00
1-1293-441-00-340-005-0-745	H.D. ADM-COMPUTER EQUI	1-1293-441-00-340-005-0-604	H.D. ADM-MEDICAL & LAB SUPP	$8,000.00
1-1293-441-00-340-005-0-745	H.D. ADM-COMPUTER EQUI	1-1293-441-00-340-005-0-607	H.D. ADM-JANITORIAL SUPPLIES	$ 400.00
			Amount	$ 9,400.00

Revenue Account
Amount Requested: $ 9,400.00

Reason: Funds needed to meet anticipated expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-29487 **2. U.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Eduardo 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 11-3-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 03:49 PM
JC Carreon	JC Carreon	11/03/2011 09:21 AM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Mike Escaname Started On: 11/02/2011 03:44 PM

Final Approval Date: 11/04/2011

Date: November 2, 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
1-1100-441-00-340-003-0-855	HEALTH CLINICS-LATE FEES,F	1-1100-441-00-340-003-0-679	HEALTH CLINICS-OTHER R&M	$ 60.00
			Amount	$ 60.00

Revenue Account
Amount Requested: $ 60.00

Reason: Funds needed to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-29471 **2. V.**

CC CONSENT

Meeting Date: 11/08/2011

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?:

BUDGETARY IMPACT:

Funds available as of 11/04/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/02/2011 03:22 PM
Budget & Management	Merlen P. Munoz	11/02/2011 03:45 PM
Ana Galvan	Anna Galvan	11/04/2011 12:14 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Myra Montoya Started On: 11/02/2011 02:48 PM

Final Approval Date: 11/04/2011

DATE: 11/2/2011

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	679- REPAIR & MAINTENANCE SUPPLIES-OTHER	➔	1-1100-421-00-280-001-0	611- POLICE SUPPLIES	$1,050.00
1-1100-421-00-280-001-0-	640- REFERENCE MATERIALS	➔	1-1100-421-00-280-001-0-	611- POLICE SUPPLIES	$1,790.77
1-1100-421-00-280-001-0-	810- MEMBERSHIP DUES	➔	1-1100-421-00-280-001-0	611- POLICE SUPPLIES	$950.00
1-1100-421-00-280-001-0-	550- PRINTING AND BINDING	➔	1-1100-421-00-280-001-0	611- POLICE SUPPLIES	$500.00
1-1100-421-00-280-001-0-	679- REPAIR & MAINTENANCE SUPPLIES-OTHER	➔	1-1100-421-00-280-001-0	664-OTHER MINOR EQUIPMENT	$230.00
1-1100-421-00-280-001-0-	613- SAFETY SUPPLIES	➔	1-1100-421-00-280-001-0	664-OTHER MINOR EQUIPMENT	$528.50
1-1100-421-00-280-001-0-	550- PRINTING AND BINDING	➔	1-1100-421-00-280-001-0	609- AGRICULTURAL & LANDSCAPING SUPPLIES	$160.00
1-1100-421-00-280-001-0-	550- PRINTING AND BINDING	➔	1-1100-421-00-280-001-0	811- LICENSES & PERMITS	$100.00
1-1100-421-00-280-001-0-	550- PRINTING AND BINDING	➔	1-1100-421-00-280-001-0	631- BOTTLED WATER	$450.00
		➔			
		➔			
				T O T A L	**$5,759.27**

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

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

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

AI-29434 **2. W.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1284-423-00-280-042-0-XXX

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

BUDGETARY IMPACT:

Funds are available as of 11/02/11.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/02/2011 10:56 AM
Budget & Management	Merlen P. Munoz	11/02/2011 02:02 PM
Veronica Ortiz	Veronica Ortiz	11/03/2011 03:22 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Emilia Uriegas Started On: 11/02/2011 10:50 AM

Final Approval Date: 11/04/2011

DATE: November 02, 2011

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **SCAAP (2010)**

ACCOUNT NUMBER: **1-1284-423-00-280-042-0-XXX**

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 NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1284-423-00-280-042-0-131	Overtime Pay	➔	1-1284-423-00-280-042-0-748	Other Equipment	90,000.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
					$90,000.00

REASON: To provide funding for purchase of one automatic conveyor dishwasher.

_____

_____

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

AI-29391 **2. X.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

2011 - Planning Dept. (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 11-03-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/27/2011 02:51 PM
Veronica Ortiz	Veronica Ortiz	11/03/2011 03:21 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Irma Castillo Started On: 10/27/2011 02:08 PM

Final Approval Date: 11/04/2011

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

HIDALGO COUNTY

PLANNING DEPT.

DATE: November 2, 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
1-1100-419-10-210-001-0-535	Postage	→	1-1100-419-10-210-001-0-631	Bottled Water	$50.00
1-1100-419-10-210-001-0-601	Office & Computer Supplies	→	1-1100-419-10-210-001-0-631	Bottled Water	$50.00
1-1100-419-10-210-001-0-601	Office & Computer Supplies	→	1-1100-419-10-210-001-0-672	Rpr & Maint Supplies -Equip & vehicles	$20.00
					$120.00

Reason: Need monies to purchase bottled water and maintenance supplies for the county vehicles.

Department Head Signature

Approved Commissioners' Court

___/___/___
Date

Attest County Clerk

LIT110811

AI-29439 **2. Y.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Juan Martinez

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

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

2011 - Fire Marshal (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-422-10-300-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-2-11

Attachments

LIT.11-08-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 12:34 PM
JC Carreon	JC Carreon	11/02/2011 01:05 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Yolanda Orozco Started On: 11/02/2011 12:26 PM

Final Approval Date: 11/04/2011

DATE: November 8, 2011

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: 1-1100-422-10-300-001-0-XXX

SUBJECT: **Budget Line-Item Transfer(s)**

Honorable Commissioner's Court of Hidalgo County:

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
1-1100-422-10-300-001-0-607	HSEHLD & Janitorial		1-1100-422-10-300-001-0-412	Cable TV	$83.00
1-1100-422-10-300-001-0-535	Postage		1-1100-422-10-300-001-0-412	Cable TV	$50.00
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					$133.00

REASON: To complete the end of the Year.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-29443 **2. Z.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

2011 - Texas Agrilife Extension (1100)

BACKGROUND

Requesting Interdepartmental (line-item) transfers to properly classify expenditures for items needed to complete some of the office renovation projects and to be able to purchase office supplies for the rest of the year.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-461-00-380-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-03-11

Attachments

11/2/11 Transfers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 01:40 PM
Veronica Ortiz	Veronica Ortiz	11/03/2011 03:26 PM
Purchasing Department	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Nora Linda Cruz Started On: 11/02/2011 01:06 PM

Final Approval Date: 11/04/2011

DATE: November 2, 2011

DEPARTMENT HEAD: Barbara Storz

DEPARTMENT NAME: TEXAS AGRILIFE EXTENSION

ACCOUNT NUMBER: 1-1100-461-00-380-001-0

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
640	Reference Material	603	Education/Instruction	$33.95
640	Reference Material	607	Household & Janitorial	**66.05**
810	Dues & Membership	607	Household & Janitorial	**$6.65**
810	Dues & Membership	601	Office & Computer Supplies	**20.35**
631	Bottled Water	601	Office & Computer Supplies	$49.45
535	Postage	601	Office & Computer Supplies	638.48
855	Late Fees & Penalties	601	Office & Computer Supplies	$27.04
535	Postage	671	Bldg & Other Structure	311.17
855	Late Fees & Penalties	671	Bldg & Other Structure	$72.96
			TOTAL	**1,192.15**

REASON: **To properly classify expenditures for items needed to complete some of the office renovation projects and to be able to purchase much needed scanners for laserfische process.**

Barbara C. Storz

DEPARTMENT HEAD SIGNATURE

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

AI-29535 **2. AA.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2011 - Insect Eradication (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-461-00-125-026-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-04-11

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/04/2011 06:58 AM
Veronica Ortiz	Veronica Ortiz	11/04/2011 09:07 AM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Monica Badillo Started On: 11/03/2011 04:30 PM

Final Approval Date: 11/04/2011

DATE: November 4, 2011

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: INSECT ERADICATION

ACCOUNT NUMBER: 1-1100-461-00-125-026-0-

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
679	OTHER R&M SUPLLIES	411	WATER	400.00
			TOTAL	400.00

REASON: To pay for water bills through end of the year.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-29435 **2. BB.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Norma L.Longoria Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

2011 - WIC (1292)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 1-1292-441-00-350-001-2-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/03/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 06:59 AM
Ana Galvan	Anna Galvan	11/03/2011 02:38 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Margarita Gonzalez Started On: 11/02/2011 10:54 AM

Final Approval Date: 11/04/2011

DATE: November 2, 2011

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 1.1292.441.00.350.001.2.WIC

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO			
ACCOUNT NUMBER		ACCOUNT NAME	ACCOUNT NUMBER		ACCOUNT NAME	AMOUNT
1.1292.441.00.350.001.2.	622	Electricity	1.1292.441.00.350.001.2.	743	Office Furniture & Equipment	2,000.00
1.1292.441.00.350.001.2.	622	Electricity	1.1292.441.00.350.001.2.	584	Registration Fees	5,000.00

Total: 7,000.00

Reason: To encumber cost for a requisition that is needed.

Department Head Signature

Approved Commissioners' Court

Date

Attest County Clerk

AI-29436 **2. CC.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Norma L. Longoria Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

2011 - WIC (1292)

BACKGROUND

L/T

1.1292.441.00.350.014.2.xxx

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1292-441-00-350-014-2-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-3-11

Attachments

Baby Cafe L/T

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 07:00 AM
Veronica Ortiz	Veronica Ortiz	11/03/2011 03:25 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Margarita Gonzalez Started On: 11/02/2011 11:20 AM

Final Approval Date: 11/04/2011

DATE: 11/02/11

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 1.1292.441.00.350.014.2 NPAOP

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	Account Name		ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
1.1292.441.00.350.014.2	581 In County Travel	→	1.1292.441.00.350.014.2	583 Out of County Travel	1,000.00
Total:					1,000.00

REASON: To cover for encumberance's that are needed.

AI-29462 **2. DD.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Robert Elizondo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 FEMA (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 1-1280-431-00-121-999-1-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/03/2011.

Attachments

2011 - Pct # 1 FEMA (1280)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 02:43 PM
Ana Galvan	Anna Galvan	11/03/2011 02:46 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Robert Elizondo Started On: 11/02/2011 02:34 PM

Final Approval Date: 11/04/2011

DATE: November 7, 2011 **MEETING REQUEST DATE:** November 8, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 FEMA JE-

ACCOUNT NUMBER: 1-1280-431-00-121-999-1-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1280	-431	-00	-121	-999	-1	673	R&B R&M Supplies	1	-1280	-431	-00	-121	-999	-1	346	Hauling	2,000.00
																		2,000.00

REASON: PREPARING FOR FUTURE EXPENSES.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-29458 **2. EE.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Robert Elizondo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 FEMA (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1280-431-00-121-946-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-2-11

Attachments

2011 - Pct # 1 FEMA (1280)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 02:36 PM
JC Carreon	JC Carreon	11/02/2011 02:54 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Robert Elizondo Started On: 11/02/2011 02:31 PM

Final Approval Date: 11/04/2011

DATE: November 7, 2011 **MEETING REQUEST DATE:** November 8, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 FEMA JE-

ACCOUNT NUMBER: 1-1280-431-00-121-946-1-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1280	-431	-00	-121	-946	-1	673	R&B R&M Supplies	1	-1280	-431	-00	-121	-946	-1	346	Hauling	1,000.00
																		1,000.00

REASON: PREPARING FOR FUTURE EXPENSES.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-29460 **2. FF.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Robert Elizondo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 FEMA (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1280-431-00-121-994-1-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-03-11

Attachments

2011 - Pct # 1 FEMA (1280)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 02:37 PM
Veronica Ortiz	Veronica Ortiz	11/03/2011 03:29 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Robert Elizondo Started On: 11/02/2011 02:33 PM

Final Approval Date: 11/04/2011

DATE: November 7, 2011 **MEETING REQUEST DATE:** November 8, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 FEMA JE-

ACCOUNT NUMBER: 1-1280-431-00-121-994-1-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1280	-431	-00	-121	-994	-1	673	R&B R&M Supplies	1	-1280	-431	-00	-121	-994	-1	346	Hauling	1,000.00
																		1,000.00

REASON: PREPARING FOR FUTURE EXPENSES.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-29459 **2. GG.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Robert Elizondo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 FEMA (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 1-1280-431-00-121-975-1-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/03/2011.

Attachments

2011 - Pct # 1 FEMA (1280)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 02:36 PM
Ana Galvan	Anna Galvan	11/03/2011 02:43 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Robert Elizondo Started On: 11/02/2011 02:32 PM

Final Approval Date: 11/04/2011

DATE: November 7, 2011 **MEETING REQUEST DATE:** November 8, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 FEMA JE-

ACCOUNT NUMBER: 1-1280-431-00-121-975-1-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1280	-431	-00	-121	-975	-1	673	R&B R&M Supplies	1	-1280	-431	-00	-121	-975	-1	346	Hauling	8,000.00
																		8,000.00

REASON: PREPARING FOR FUTURE EXPENSES.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-29461 **2. HH.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Robert Elizondo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 FEMA (1280)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1280-431-00-121-988-1-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-2-11

Attachments

2011 - Pct # 1 FEMA (1280)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 02:38 PM
JC Carreon	JC Carreon	11/02/2011 03:02 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Robert Elizondo Started On: 11/02/2011 02:33 PM

Final Approval Date: 11/04/2011

DATE: November 7, 2011 **MEETING REQUEST DATE:** November 8, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 FEMA JE-

ACCOUNT NUMBER: 1-1280-431-00-121-998-1-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1280	-431	-00	-121	-998	-1	673	R&B R&M Supplies	1	-1280	-431	-00	-121	-998	-1	346	Hauling	4,000.00
																		4,000.00

REASON: PREPARING FOR FUTURE EXPENSES.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-29521 **2. II.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Melissa Robledo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-004-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-3-11

Attachments

2011 - PCT #1 ADM (1200)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 01:49 PM
JC Carreon	JC Carreon	11/03/2011 02:11 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Melissa Robledo Started On: 11/03/2011 01:24 PM

Final Approval Date: 11/04/2011

DATE: November 7, 2011 **MEETING REQUEST DATE:** November 8, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 Administration JE-

ACCOUNT NUMBER: 1-1200-431-00-121-004-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1200	-431	-00	-121	-004	-0	413	ELEC SURVEILL & SECU	1	-1200	-431	-00	-121	-004	-0	601	OFFICE & COMPUTER	150.00
1	-1200	-431	-00	-121	-004	-0	432	EQUIP & VEH R&M SRV	1	-1200	-431	-00	-121	-004	-0	601	OFFICE & COMPUTER	400.00
																		550.00

REASON: PREPARING FOR PURCHASES AND SERVICES THAT ARE NEEDED.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-29502 **2. JJ.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Melissa Robledo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 Sanitaiton (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-121-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-04-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 08:37 AM
Veronica Ortiz	Veronica Ortiz	11/04/2011 08:36 AM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Melissa Robledo Started On: 11/03/2011 08:21 AM

Final Approval Date: 11/04/2011

DATE: November 7, 2011 **MEETING REQUEST DATE:** November 8, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI-

DEPARTMENT NAME: PCT #1 SANITATION

ACCOUNT NUMBER: 1-1100-432-00-121-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1100	-432	-00	-121	-001	-0	739	OTHER STRUCTURE	1	-1100	-432	-00	-121	-001	-0	672	EQUIP & VEH R&M SUPP	1,000.00
1	-1100	-432	-00	-121	-001	-0	609	AGRI & LANDSCAPE S	1	-1100	-432	-00	-121	-001	-0	672	EQUIP & VEH R&M SUPP	1,000.00
1	-1100	-432	-00	-121	-001	-0	630	FOOD	1	-1100	-432	-00	-121	-001	-0	672	EQUIP & VEH R&M SUPP	200.00
1	-1100	-432	-00	-121	-001	-0	631	BOTTLE WATER	1	-1100	-432	-00	-121	-001	-0	672	EQUIP & VEH R&M SUPP	500.00
1	-1100	-432	-00	-121	-001	-0	664	OTHER MINOR EQUIP	1	-1100	-432	-00	-121	-001	-0	672	EQUIP & VEH R&M SUPP	200.00
1	-1100	-432	-00	-121	-001	-0	350	OTHER SERVICES	1	-1100	-432	-00	-121	-001	-0	672	EQUIP & VEH R&M SUPP	1,000.00
1	-1100	-432	-00	-121	-001	-0	350	OTHER SERVICES	1	-1100	-432	-00	-121	-001	-0	679	OTHER R&M SUP	2,000.00
1	-1100	-432	-00	-121	-001	-0	350	OTHER SERVICES	1	-1100	-432	-00	-121	-001	-0	671	BLDG&OTHER STR	1,000.00
1	-1100	-432	-00	-121	-001	-0	350	OTHER SERVICES	1	-1100	-432	-00	-121	-001	-0	432	EQUIP&VEH R&M SRV	1,000.00
																		7,900.00

REASON: NEEDED TO COVER FUTURE EXPENSES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-29531 **2. KK.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Anthony Webber, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-121-013-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-04-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 03:02 PM
Veronica Ortiz	Veronica Ortiz	11/04/2011 09:01 AM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Anthony Webber Started On: 11/03/2011 02:55 PM

Final Approval Date: 11/04/2011

DATE: November 7, 2011 **MEETING REQUEST DATE:** November 15, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 PARKS JE-

ACCOUNT NUMBER: 1-1100-452-00-121-013-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	1100	452	00	121	013	0	583	TRAVEL OUT OF COUNT	1	1100	452	00	121	013	0	626	GASOLINE / DIESEL	1,200.00
1	1100	452	00	121	013	0	442	QUIP & VEH RENTAL	1	1100	452	00	121	013	0	626	GASOLINE / DIESEL	200.00
1	1100	452	00	121	013	0	605	CLOTHING & UNIFORMS	1	1100	452	00	121	013	0	626	GASOLINE / DIESEL	300.00
1	1100	452	00	121	013	0	609	AGRIC.& LANDSCAPING	1	1100	452	00	121	013	0	626	GASOLINE / DIESEL	500.00
1	1100	452	00	121	013	0	613	SAFETY SUPPLIES	1	1100	452	00	121	013	0	626	GASOLINE / DIESEL	300.00
1	1100	452	00	121	013	0	665	MINOR COMPUTER EQUI	1	1100	452	00	121	013	0	626	GASOLINE / DIESEL	500.00
1	1100	452	00	121	013	0	532	WIRELESS DEVICES	1	1100	452	00	121	013	0	622	ELECTRICITY	500.00
1	1100	452	00	121	013	0	550	PRINTING & BINDING	1	1100	452	00	121	013	0	622	ELECTRICITY	256.00
1	1100	452	00	121	013	0	584	REGISTRATION FEES	1	1100	452	00	121	013	0	622	ELECTRICITY	284.00
1	1100	452	00	121	013	0	855	LATE FEES, PENALTIES,	1	1100	452	00	121	013	0	811	LICENSES & PERMITS	250.00
																		4,290.00

REASON: PREPARING FOR ANY PURCHASES THAT NEED TO BE MADE.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-29410 **2. LL.**

CC CONSENT

Meeting Date: 11/08/2011

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 11/03/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/31/2011 10:05 AM
Ana Galvan	Anna Galvan	11/03/2011 09:47 AM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Norma Ceballos Started On: 10/31/2011 09:58 AM

Final Approval Date: 11/04/2011

INTRADEPARTMENTAL TRANSFER

DATE: October 31, 2011

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

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 Intra-departmental transfer's) in accordance with Local Government Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
604	Medical & Lab Supplies	679	Other R&M Supplies	$ 10.91
605	Clothing & Uniforms	679	Other R&M Supplies	$ 86.65
609	Agri & Landscaping Supplies	679	Other R&M Supplies	$ 139.18
613	Safety Supplies	679	Other R&M Supplies	$ 170.79
619	Other Misc. Supplies	679	Other R&M Supplies	$ 300.00
			TOTAL	$ 707.53

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29420 **2. MM.**

CC CONSENT

Meeting Date: 11/08/2011

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 11-2-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/01/2011 02:02 PM
JC Carreon	JC Carreon	11/02/2011 08:37 AM
Auditor's Office	Arcilia Duran	11/02/2011 10:45 AM

Form Started By: Norma Ceballos Started On: 11/01/2011 11:56 AM

Final Approval Date: 11/02/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: November 1, 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
671	Pct #3 Parks- Other Structures R&M Supplies	679	Pct #3 Parks - Other R&M Supplies	$ 150.00
671	Pct #3 Parks- Other Structures R&M Supplies	631	Pct #3 Parks - Bottled Water	$ 300.00
			TOTAL	**$ 450.00**

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29449 **2. NN.**

CC CONSENT

Meeting Date: 11/08/2011

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

Department: COMM. PCT. #4

Information

CAPTION

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

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 11/03/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 02:01 PM
Ana Galvan	Anna Galvan	11/03/2011 12:27 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Jr. Munoz Started On: 11/02/2011 01:55 PM

Final Approval Date: 11/04/2011

DATE: November 3, 2011 **AI#** 29449-Revised

DEPARTMENT HEAD: Joseph Palacios, Commissioner

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

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

SUBJECT: Intradepartmental Transfer/s

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

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, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
679	Other R&M Supplies	665	Minor Computer Equipment	1,610.00
890	Other	672	Equip & Veh R&M Supplies	25,000.00
			TOTAL	26,610.00

REASON: To cover day to day expenses of the Precinct.

DEPARTMENT HEAD SIGNATURE

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

AI-29499 **3. A.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Pct. 1 Drain Improv. Proj. Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #1 CO's 2010 A & B (1342):
Approval of 2011 interdepartmental transfer from Pct. 1 Roads, program #041, to Bar Ditches, program #087, and HCCID #9 Drain Channels, program #092, in the amount of $17,300.00 to fund the Pct. 1 Drainage Improvement labor reimbursements for the month of October 2011 (PP #20 & 21).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-0XX-0-73X

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

BUDGETARY IMPACT:

program #041--> program #087 & 092 in the amount of $17,300.00 to fund the Pct. 1 Drainage Improvement labor reimbursements for the month of October 2011 (PP #20 & 21).

Attachments

Pct. 1 Drain. CO's 2010 transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	11/03/2011 12:32 PM
Budget & Management	Merlen P. Munoz	11/03/2011 12:36 PM
Erika Zamora	Erika Zamora	11/03/2011 02:03 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Ivan Cantu Started On: 11/03/2011

Final Approval Date: 11/04/2011

DATE: November 8, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2011

Interdepartmental Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 CO's 2010 A & B

ACCOUNT NUMBER: 1-1342-431-00-121-0XX-0-73X

CONTACT PERSON: Ivan Cantu, Budget Analyst III **PHONE:** (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
1-1342-431-00-121-041-0- 731	CO2010 A & B-Pct. 1 Roads-	Roads	(17,300.00)
TO:			
1-1342-431-00-121-087-0- 733	CO2010 A & B-Pct. 1-Bar Ditches-	Drainage Ditches	10,600.00
1-1342-431-00-121-092-0- 733	CO2010 A & B-Pct. 1-HCCID #9 Channels-	Drainage Ditches	6,700.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund the Pct. 1 Drainage Improvement labor reimbursements for the month of October 2011 (PP #20-21).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

____/____/____

DATE

ATTEST, COUNTY CLERK

AI-29455 **3. B.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Yoli Cisneros Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 CO 2009 Series (1339):
Approval of 2011 interdepartmental transfer within Certificate of Obligations Series 2009, from the Precinct 2 Cesar Chavez (1M E Tower) (program 039) into Pct. #2 Tower Rd (Gato - Rancho Blanco) Project (program 031) in the amount of $350,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1339-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $483,434.14 as of 11/02/2011
From (prg 039) 733 ------> (prg 031) 731 $350,000.00.

Attachments

Inter-Dept. Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 02:34 PM
Roland Garcia	Rolando Garcia	11/02/2011 03:54 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Yolanda Cisneros Started On: 11/02/2011 02:22 PM

Final Approval Date: 11/04/2011

DATE: November 2, 2011

2011
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
CO 2009 SERIES

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
1-1339-431-00-122-039-0-733	CO2009 PCT2 Cesar Chavez(1 M E. Tower)- DRAINAGE	($350,000.00)
TO		
1-1339-431-00-122-031-0-731	CO2009 PCT2 Tower (Gato - Rancho Blanco) - ROADS	$350,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:

Transfer from CIP FUNDS SERIES 2009 CESAR CHAVEZ DRAINAGE into CIP FUNDS SERIES 2009 TOWER RD(GATO-RANCHO BLANCO) for materials needed on expected expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-29539 **3. C.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Dina Treviño

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #3 Sanitation (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency to Pct. 3 Sanitation in the amount of $25,000.00 to fund disposal expenditures.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds pending AI-29538 CC 11/8/11.

Attachments

Interdept trf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/04/2011 10:17 AM
Perla Lopez	Perla Lopez	11/04/2011 10:37 AM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Erika Zamora Started On: 11/04/2011 09:34 AM

Final Approval Date: 11/04/2011

DATE: November 8, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 3 Sanitation

ACCOUNT NUMBER: 1-1100-41X-00-1XX-00X-0-XXX

AI - 29539

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	(25,000.00)
TO			
1-1100-432-00-123-001-0- 421	PCT 3 SANITATION	DISPOSAL	25,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

To fund disposal expenditures.

SIGNATURE

/ /

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

AI-29483 **3. D.**

CC CONSENT

Meeting Date: 11/08/2011

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #4 C.O. 2010 A&B Series (1342):
1. Approval of 2011 interdepartmental transfer within Certificate of Obligations Series 2010A&B - Precinct #4 Drainage Improvement Project from (program 036) to Dickerson Pond (program 048 - $19,340.95), and to North Branch Drain (program 049 - $17,031.03) in the total amount of $36,371.98 to fund September and October (PP#18 thru 21) - 2011 Drainage Labor Reimbursements.

2. Approval of 2011 interdepartmental transfer within Certificate of Obligations Series 2010A&B - Precinct #4 Drainage Improvement Project from (program 036) to Dickerson Pond (program 048) in the total amount of $6,416.32 to fund September - 2011 Drainage Fuel Reimbursements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-124-036-0-890

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

BUDGETARY IMPACT:

Item A:
Funding available as of 11-2-11
1-1342-431-00-124-036-0-890 --> 1-1342-431-00-124-0XX-0-733 $36,371.98
To fund September and October 2011 Drainage Labor reimbursements.

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-124-036-0-890

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

BUDGETARY IMPACT:

Item B:
Funding available as of 11-2-11
1-1342-431-00-124-036-0-890 --> 1-1342-431-00-124-048-0-733 $6,416.32
To fund September 2011 Drainage Fuel reimbursements.

Attachments

interdept transfer - labor

interdept transfer - fuel

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	11/03/2011 10:44 AM
Budget & Management	Merlen P. Munoz	11/03/2011 12:04 PM
Olga Garza	Olga Garza	11/03/2011 01:25 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Manuel Chapa Started On: 11/02/2011

Final Approval Date: 11/04/2011

DATE: November 3, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for
C.O. Pct#4 Drainage Improvement Project (1342)

AI# 29483

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

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

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
1-1342-431-00-124-036-0-890	CO2010A&B-PCT4 DRAIN IMPROV-OTHER	(36,371.98)
1-1342-431-00-124-048-0-733	CO2010A&B-PCT4 DICKERSON POND-DRAINAGE DITCHES	19,340.95
1-1342-431-00-124-049-0-733	CO2010A&B-PCT4 NORTH BRANCH DRAIN-DRAINAGE DITCHES	17,031.03
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Interdepartmental transfer to programs 048 & 049 to fund Pct#4 Drainage Improvement Projects - Payroll Reimbursements for September and October 2011 (PP 18 thru PP 21).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

DATE: November 3, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for
C.O. Pct#4 Drainage Improvement Project (1342)

AI# 29483

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

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

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
1-1342-431-00-124-036-0-890	CO2010A&B-PCT4 DRAIN IMPROV-OTHER	(6,416.32)
1-1342-431-00-124-048-0-733	CO2010A&B-PCT4 DICKERSON POND-DRAINAGE DITCHES	6,416.32
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Interdepartmental transfer to program 048 to fund Pct#4 Drainage Improvement Projects - Fuel Reimbursements for September 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-29448 **3. E.**

CC CONSENT

Meeting Date: 11/08/2011

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 $105,000.00 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 11/2/11.

Attachments

Interdept transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 02:00 PM
Manuel Chapa	Manuel Chapa	11/03/2011 07:59 AM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Erika Zamora Started On: 11/02/2011 01:53 PM

Final Approval Date: 11/04/2011

DATE: November 8, 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	(105,000.00)
TO			
1-1100-421-00-280-001-0- 626	SHERIFF	GASOLINE/DIESEL	105,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund fuel expenditures

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-29498 **3. F.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Wide Adm. - Contingency (1100):
Approval of 2011 interdepartmental transfer from Insurance-Claims & Judgements Not Covered into Co. Wide Adm - Contingency in the amount of $100,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-41X-00-1X5-00X-0-8XX

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

BUDGETARY IMPACT:

Available funds as of 11/03/11.

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 08:10 AM
Manuel Chapa	Manuel Chapa	11/03/2011 08:39 AM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Olga Garza Started On: 11/03/2011 07:50 AM

Final Approval Date: 11/04/2011

DATE: November 8, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt

AI 29498

ACCOUNT NUMBER: 1-1100-41X-00-1X5-00X-0-8XX

CONTACT PERSON: Olga Garza **PHONE:** (956) 292-7025 Ext. 5427

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			
1-1100-419-00-125-009-0- 820	INSURANCE	CLAIMS & JUDGEMENTS NOT C	(100,000.00)
TO			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	100,000.00
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer into Co. Wide Adm. - Contingency in the amount of $100,000.00 in order to transfer into Facilities Mgmt. - Electricity for electricity expenditures.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-29456 **3. G.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Sergio Cruz Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

430th DC (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm-Contingency to 430th DC in the amount of $15,739.26 to fund building rental.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 11/2/11.

Attachments

Interdepartmental transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 02:34 PM
Sylvia Solis	Sylvia Solis	11/03/2011 09:04 AM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Erika Zamora Started On: 11/02/2011 02:28 PM

Final Approval Date: 11/04/2011

DATE: November 8, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for 430th DC

ACCOUNT NUMBER: 1-1100-41X-00-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	(15,739.26)
TO			
1-1100-412-00-010-001-0- 441	430TH DC	LAND & BLDG RENTALS	15,739.26
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

To fund rental of Maxima Business Center

SIGNATURE

____/____/____

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

AI-29500 **3. H.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Facilities Mgmt. Submitted By: Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Facilities Mgmt. (1100):
Approval of interdepartmental transfer from Co. Wide Adm - Contingency to Facilities Mgmt. - Electricity in the amount of $106,000.00 to fund electricity expenditures.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available funds pending approval of transfer. Refer to AI - 29498 (11/8/11 CC).

Attachments

Interdept trsf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 08:35 AM
Perla Lopez	Perla Lopez	11/03/2011 09:24 AM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Olga Garza Started On: 11/03/2011 08:09 AM

Final Approval Date: 11/04/2011

DATE: November 8, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

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

AI 29500

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

CONTACT PERSON: Olga Garza **PHONE:** (956) 292-7025 Ext. 5427

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	(106,000.00)
TO			
1-1100-419-40-220-001-0- 622	FACILITIES MANAGEMENT	ELECTRICITY	106,000.00
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer from Co. Wide Adm. - Contingency to Facilities Mgmt. - Electricity in the amount of $106,000.00 for electricity expenditures.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-29510 **3. I.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Dina Treviño

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 Dept in the amount of $520.00.

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 11/3/11.

Attachments

Interdept trsf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 12:06 PM
Olga Garza	Olga Garza	11/03/2011 01:28 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Erika Zamora Started On: 11/03/2011 10:27 AM

Final Approval Date: 11/04/2011

DATE: November 8, 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	(520.00)
TO			
1-1100-419-10-210-001-0- 672	PLANNING DEPT	EQ & VEH R&M SUPPLIES	520.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund purchase of four new tires.

SIGNATURE

/ /

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

AI-29525 **3. J.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Sergio Cruz

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Executive Office (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm-Contingency to Executive Office in the amount of $1,500.00 to fund vehicle R & M Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-41X-00-1X5-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/3/11.

Attachments

Executive Office interdept transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 02:14 PM
Ivan Cantu	Ivan Cantu	11/03/2011 03:00 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Erika Zamora Started On: 11/03/2011 01:55 PM

Final Approval Date: 11/04/2011

DATE: November 8, 2011

DEPARTMENT HEAD: Sergio Cruz

2011

Interdepartmental Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Executive Office

ACCOUNT NUMBER: 1-1100-41X-00-1X5-00X-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	(1,500.00)
TO			
1-1100-413-00-125-001-0- 432	EXECUTIVE OFFICE	EQ & VEH R&M SRV	1,500.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund vehicle repairs on unit obtained from Emergency Management.

SIGNATURE

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

AI-29451 **4. A.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

BACKGROUND

Attachments

Pct 2 & 4 Cert Plat & Utility Status 11-08-11

Pct 3 Cert Plat & Utility Status 11-08-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 02:26 PM
Olga Garza	Olga Garza	11/03/2011 08:49 AM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Irma Castillo Started On: 11/02/2011 02:12 PM

Final Approval Date: 11/04/2011

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Orlando Solis, Jr.	4-11039
2.	Valentin Meza C/O Prudencia Meza	4-2380
3.	Antonio Aguilar	4-10995
4.	Eduardo Roque	4-8725
5.	Ida Salinas	4-10804
6.	Sergio Jimenez	4-11090
7.	Kyndel Bennett –La Paloma Estates Unit 3, Lots 1-22	Blanket Cover
8.	Kyndel Bennett-La Paloma Estates Unit 4, Lots 1-12	Blanket Cover
9.	Richard A. Garza-Flamingo Ranches, Lots 1-35	Blanket Cover
10.	Esperanza Centeno-Salvador Estates Subdivision, Lots 1-2	Blanket Cover
11.	Noralinda Garza-Las Palmas Del Norte No. 3, Ph 1, Lots 1-2	Blanket Cover
12.	Laura Coffman-Elite Village Ph 2, Lots 1-34	Blanket Cover
	COMM. COURT: November 8, 2011	

Rev. 02-19-10

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: H-11039-BOI

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:

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing
Date Approved:	/ /	11/12/11

Name: Orlando Solis Jr.

Address: 3624 Oregon Dr.
Edinburg, Tx

Phone: (956) 560-7543

Water Supplier: North Alamo Water

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Oaklonk Village #3 Lot 163,

on OCT, 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 10-28-05);

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 Planning Dept.);

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; 10-28-11 Ruben Hernandez (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; 10-28-11 Ruben Hernandez (verified by);

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

Fernando 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
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-11039

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: Orlando Solis Jr

Address: 3624 Oregon Dr.
Edinburg, Tx

Phone: (956) 560-7543

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): Oakland Village #3 Lot 103.

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)

10-28-2011
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

11-02-11
Date

Ilia Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11039
Oct. 7, 2011

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

O0480-03-000-0163-00

[1] OWNER: CANTU, YADIRA & ORLANDO SOLI

1301 CARME AVE. #2
EDINBURG, TX. 78541
Telephone No. 560-7543

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
01- RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 1,900 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
OAKLAND VILLAGE #3 LOT 163

LOCATION: 0 TRENTON & R. LONGORIA

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $147,000

[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 20.8' 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.

EDWARDS ABSTRACT
GF # 721573.nlc

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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: September 2, 2011

Grantor: OAKLAND VILLAGE, LTD., A TEXAS LIMITED PARTNERSHIP

Grantor's Mailing Address (including county): 2614 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
Hidalgo County, Texas

Grantee: Yadira Cantu and husband, Orlando Solis, Jr.

Grantee's Mailing Address (including county): 1301 Carmen Ave., Apt. #2
Edinburg, Texas 78541
Hidalgo County, Texas

Consideration: Cash and a note of even date executed by Grantee and payable to the order of First National Bank in the principal amount of ONE HUNDRED FORTY SEVEN THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS ($147,500.00), of which the sum of TWENTY SIX THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS ($26,500.00) represents a portion of the purchase price of the within described property. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of First National Bank and by a first-lien deed of trust of even date from Grantee to Michael V. McCarthy, Trustee.

Property (including any improvements):

Lot One Hundred Sixty-three (163), OAKLAND VILLAGE PHASE III, an addition to the City of Edinburg, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Pages 40-42, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in CLERK'S FILE NOS. 1362204, 1540732, OFFICIAL RECORDS, AND VOLUME 49, PAGE 40, MAP RECORDS, HIDALGO COUNTY, TEXAS.

All the oil, gas and other minerals, in, under or that may be produced from the land are excepted herefrom in instrument(s) dated February 1, 1949, recorded in Volume 649, Page 408, Deed Records, Hidalgo County, Texas and dated March 25, 2003, recorded under Clerk's File No. 1182983, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

First National Bank, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the sum of TWENTY SIX THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS ($26,500.00), being a part of the above described ONE HUNDRED FORTY SEVEN THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS ($147,500.00) note. The first and superior vendor's lien against and the superior title to the Property are retained for the benefit of First National Bank and are transferred to First National Bank, without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.
OAKLAND VILLAGE, LTD., A TEXAS LIMITED PARTNERSHIP

BY: WISCONSIN PARTNERS, INC.,
as General Partner

BY: Jack McClelland
JACK MCCLELLAND, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 6th of September, 2011, by JACK MCCLELLAND, PRESIDENT of WISCONSIN PARTNERS, INC., General Partner, on behalf of OAKLAND VILLAGE, LTD., A TEXAS LIMITED PARTNERSHIP.

NORMA L. CANO
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-28-2014

Norma L. Cano
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Yadira Cantu and husband, Orlando Solis, Jr.
1301 Carmen Ave., Apt. #2
Edinburg, Texas 78541

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 771573; nlc:cam

Rev. 02-19-10

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: 4-2380
C-51.

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER
Date Approved:	/ /	10/26/11

Upon the application of: Valentin Meza ®
c/o
Name: Prudencia Meza

Address: ~~[illegible]~~
3113 San Felipe
San Juan TX 78589

Phone: (956) 331-67-68

Water Supplier: N/A

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

Account/ESI No.: 258947-001

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Eldora Heights Ph 3 Lot # 203,

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 1-20-01);

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 Flor Castillo);

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 Flor Castillo);

Flor A. 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
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: 4-2380

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: Prudencia Meza

Address: 3113 San Felipe
San Juan TX 78589

Phone: (956) 331-67-68

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

Eldora Heights Ph III Lot #203

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Prudencia Meza 10-28-11
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__/__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__/__ Other (describe) PMT

This part to be filled out by receiving county official:

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

10-28-11
Date

Dan J. Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-2380
Jul. 14, 2004

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

E5038-03-000-0203-00

[1] OWNER: MEZA, VALENTIN L.

1618 GUMWOOD
MCALLEN, TX 78501
Telephone No. 687-5915

[7] LEGAL DESC./NAME OF SUBDIVISION
ELDORA HEIGHTS PH III LOT 203

LOCATION: 0 EL DORA & CESAR CHAVEZ

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
C-51 NEW RESIDENTIAL

[10] EST. COST OF CONST.: $12,000

[5] SIZE OF STRUCTURE: 784 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

[6] USE OF BUILDING: RESIDENTIAL

Special Conditions: No construction allowed over any easements.
NO UTILITIES UNTIL COMPLIANCE WITH ALL LAWS CITY,
STATE, COUNTY, FEMA, PLAT NOTES AND SETBACKS
FRONT 20', SIDE 6', REAR 15',

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$0.00**

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.

1348354

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 18, 2004

Grantor: Eldora Heights, L.L.C., a Texas Limited Liability Company
Grantor's Mailing Address:
P.O. Box 5848
McAllen, Texas 78502

Grantee: VALENTIN S. MEZA
First Grantee's Social Security Number: 348-60-3710

Grantee's Phone Number: (956) 687-5915
Grantee's Mailing Address (including county):
1618 GUMWOOD
MCALLEN, Texas 78501
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 Thirteen Thousand Five Hundred Dollars and No Cents ($13,500.00), 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 John G. Phillips, Trustee.

Property (including any improvements):

Lot(s) 203, Eldora Heights Mobile Home Subdivision, Phase III, as shown by the map or plat thereof recorded in Volume 44, Pages 64 and 65, Map Records, Hidalgo County, Texas

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, and there is also 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.

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 which shall be paid by Grantee 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. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease (s) dated January 28, 1982, recorded in Volume 412, Page 124, Oil and Gas Records, dated November 7, 1984, recorded in Volume 2066, Page 648, dated February 19, 1999, recorded under Document No. 764573 and dated July 26, 1999, recorded under Document No. 812491, Official Records, Hidalgo county, Texas.
12. Restrictive covenants recorded under Document No. 1292119, Official Records, Hidalgo County, Texas.
13. All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instrument dated December 9, 1948, recorded in Volume 654, Page 170, Deed Records and dated March 29, 1995, recorded under Document No. 451155, Official Records, Hidalgo County, Texas.
14. Minimum building setback lines shall be: front 20 feet; side 6 feet except on lots adjacent to a street it shall be 20 feet; rear 20 feet from the lot line or easement line, whichever is greater; utility easements as shown

on map of Eldora Heights Mobile Home Subdivision, Phase III, recorded in Volume 44, Pages 64 and 65, Map Records of Hidalgo County, Texas.

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.

Eldora Heights, L.L.C., a Texas Limited Liability Company

BY: _____
John G. Phillips, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 18 day of May, 2004, by John G. Phillips, President, President of Eldora Heights, L.L.C., a Texas Limited Liability Company on behalf of said Texas Limited Liability Company.

ELOY GONZALEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 05/11/2007

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Eldora Heights, L.L.C.
P.O. Box 5848
McAllen, Texas 78502

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk
On: Jun 18,2004 at 11:47A
As a Recording
Document Number: 1348354
Total Fees : 16.00
Receipt Number - 594150
By,
Flo Chavez, Deputy

Rev. 02-19-10

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: 4-10995
V-20

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
			Charles Ramon
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		Sewer
	Date Approved:	/ /	11 / 1 / 16

Name: Antonio Aguilar.

Address: 8005 Gemini
Edinburg Tx.
78542.

Phone: _____

Water Supplier: NAWS.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Cardinal Gardens Lot 123. Mobile Home.

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 1-22-16);

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);

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 Charles Ramon);

NC 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 Charles Ramon);

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 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
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: 11-10995

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: Antonio Sainz Aguilar

Address: 8008 Gemini

Phone: (956)502-71-43

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): Cardinal Condos Lot 123

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X Antonio Sainz A. — Requesting Party (Signature)

11-2-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

11-2-11 — **Date**

Ana L. Cavillo — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10995
Sep. 21, 2011

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

C1617-00-000-0123-00

[1] OWNER: AGUILAR SAINZ ANTONIO

8008 GEMINI
EDINBURG, TX. 78542
Telephone No. 502-7143

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 910 Sq. Ft.

[6] USE OF BUILDING: RES. MOBILE HOME

[7] LEGAL DESC./NAME OF SUBDIVISION
CARDINAL GARDENS LOT 123

956-309-8744

LOCATION: 0 2812 AND C.CHAVEZ

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $2,500

[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:25' SIDE:6' SIDE:6'
18" ABOVE TOP OF CURB. FLOODZONE:X

Prepared by — Date: 9/21/11

AARON HDZ — Approved by — Date: 9/14/11

Antonio Sainz — Signature of Owner or Applicant — Date: 9/21-11

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.

Recorded On-2011-Aug-18 As-2233523

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN 2233523

Date: August 5, 2011

Grantor: Cardinal Development, Ltd., a Texas Limited Partnership
Grantor's Mailing Address:
P.O. Box 721052
McAllen, Texas 78504

Grantee: Antonio Sainz Aguilar

Grantee's Mailing Address (including county):
8008 Gemini Avenue
Edinburg, Texas 78542
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-Three Thousand Seven Hundred Dollars and No Cents ($23,700.00), 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) 123, Cardinal Gardens Subdivision, as shown by the map or plat thereof recorded in Volume 49, Pages 133-135, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 14, 2005, payable to the order of Texas 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 1523779. 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. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. 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;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. 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;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Cardinal Gardens Subdivision, as shown on the plat thereof, recorded in Volume 49, Pages 133-135, of the Map records of Hidalgo County, Texas.

The Property shall be held, sold and transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses, privileges, charges and liens hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title and interest therein and shall inure to the benefit of each Owner:

1. **Lots 1-3, 20-25, 41-46, 83-88, 104-109 and 125-127 may be used for commercial or residential purposes. All other lots shall be used for residential purposes only.**

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.

Cardinal Development, Ltd., a Texas Limited Partnership

BY: Cardinal Administration, L.L.C., a Texas Limited Liability Company, General Partner

BY: _____
Laura Coffman, Vice President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 5th day of August, 2011, by Laura Coffman, Vice President of Cardinal Administration, L.L.C., a Texas Limited Liability Company, General Partner of Cardinal Development, Ltd., a Texas Limited Partnership on behalf of said Texas Limited Liability Company.

_____
Notary Public, State of Texas

CECILIO B. HINOJOSA NOTARY PUBLIC STATE OF TEXAS EXPIRES 11-3-2011

AFTER RECORDING RETURN TO:

Cardinal Development, Ltd.
P.O. Box 721052
McAllen, Texas 78504

Rev. 02-19-10

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: 4-8725
V-20

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:	/ /	/ /

Name: EDUARDO ROGUE G.

Address: 8006 ALLAH. AV.
EDINBURG TX.

Phone: 956-569583

Water Supplier: W.A.W.S.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service mobile home

regarding the land described as: CARDINALES GARDEN. LOT. 81,

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 1-22-20)

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 planning);

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 planning);

Raul E. Sesin

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
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: 4-8725

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: EDUARDO ROGUE. G.

Address: 8006 HALLAM AV.
EDINBURG TX.

Phone: 956-569 5831.

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

Cardinal Gardens Lot 81

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X Eduardo Rogue G. 11-01-11
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

11-02-11
Date

Ana D. Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-8725
Jun. 10, 2009

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

C1617-00-000-0081-00

[1] OWNER: GARCIA, EDUARDO

8006 HALLAM AVE
EDINBURG TX, 78541
Telephone No. 563-1092

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,118 Sq. Ft.

[6] USE OF BUILDING: RES M/H ADD ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
CARDIANL GARDENS LOT 81

LOCATION: 0 2812 & BRUSHLINE

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $1,200

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REGUALTIONS.
FRONT 25' REAR 25' SIDE'S 6' FINISH FLOOR OF ELEV.
18" ABOVE 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.

Recorded On-2009-Feb-13 As-1970866

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: February 5, 2009

Grantor: Gudrun Flier
Grantor's Mailing Address:
P.O. Box 721052
McAllen, Texas 78504

Grantee: Eduardo Roque and Reyna Garcia

1970866

Grantee's Mailing Address (including county):
8006 Hallam Avenue
Edinburg, Texas 78541
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 Nineteen Thousand Seven Hundred Dollars and No Cents ($19,700.00), 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) 81, Cardinal Gardens Subdivision, as shown by the map or plat thereof recorded in Volume 49, Pages 133-135, 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 Cardinal Gardens Subdivision, as shown on the plat thereof, recorded in Volume 49, Pages 133-135, of the Map records of Hidalgo County, Texas.

The Property shall be held, sold and transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses, privileges, charges and liens hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title and interest therein and shall inure to the benefit of each Owner:

1. **Lots 1-3, 20-25, 41-46, 83-88, 104-109 and 125-127 may be used for commercial or residential purposes. All other lots shall be used for residential purposes only.**
2. **No residence shall be constructed on any Lot until all necessary building permits and licenses have been obtained by the owner of the Lot;**
3. **No residence can be occupied until (i) potable water and electricity have been fully installed to the residence; (ii) the residence shall have at least one working restroom in the residence, which is tied into the sanitary sewer**

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.

Gudrun Flier

BY: _____
Laura Coffman, attorney-in-fact

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 6th day of February, 2009, by Laura Coffman, as attorney-in-fact on behalf of Gudrun Flier.

_____
Notary Public, State of Texas

CECILIO B. HINOJOSA NOTARY PUBLIC STATE OF TEXAS EXPIRES 11-3-2011

AFTER RECORDING RETURN TO:

Gudrun Flier
P.O. Box 721052
McAllen, Texas 78504

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: 4-1080 D-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: Ida Salinas

Address: 5006 E. Iowa Rd.
Edinburg, Texas 78542

Phone: 956-607-0900

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing Septic
Date Approved:	/ /	10/26/11

Water Supplier: NAWS

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

Account/ESI No.: 57300-002

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Lot G A+M Vol 5,

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 5-9-90);

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 Raul 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 Chandra Ram);

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 Chandra Ram);

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

Raul 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
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: 4-10804

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: Ida Salinas

Address: 5006 E. Iowa Rd.
Edinburg, Texas 78542

Phone: 956-607-0900

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

h + G lot 5

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Ida Salinas
Requesting Party (Signature)

10-26-11
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:

10-26-11
Date

Gilberto Cantu
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10804
Jul. 7, 2011

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

R0263-00-000-0005-00

[1] OWNER: SALINAS, IDA R

5006 EAST IOWA RD.
EDINBURG, TX 78542

Telephone No. 607-0900

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,600 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE B-25

[7] LEGAL DESC./NAME OF SUBDIVISION
R & G LOT 5

LOCATION: 0 IOWA RD

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $13,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:30' REAR:40' SIDE:7' SIDE:7'
MIN. ELEV. ABOVE TOP OF CURB 18"

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: MI
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.

128 - WARRANTY DEED

TEXAS STANDARD FORM

The State of Texas,

County of Hidalgo

Know All Men by These Presents: 1079317

THAT Antonio Salinas jr.

of the County of Hidalgo State of Texas for and in consideration

of the sum of Gift to my beloved wife DOLLARS

to in hand paid by Ida R Salinas
Rt. 6 Box 515 G
Edinburg, Texas 78539 as follows:

ALL OF LOT 5 R AND G SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP RECORDED IN VOLUME 26, PAGE 155 A, MAP RECORDS IN THE OFFICE OF TITLE COUNTY CLERK OF HIDALGO COUNTY, TEXAS REFERENCE TO WHICH IN HERE MADE FOR ALL PURPOSES

has Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Ida R. Salinas

whose mailing address is Rt. 6 Box 515 G, Edinburg, Texas 78539
of the County of Hidalgo State of Texas all that certain

EASEMENTS, RIGHTS OF WAY AND RECEPTIVE RIGHTS, WHETHER OF RECORD OR NOT: ALL PRESENTLY RECORDED RESTRICTION, RESERVATIONS, COVENANTS, CONDITIONS, OIL AND GAS LEASES, MINERAL SEVERANCE, AND OTHER INSTRUMENTS, OTHER THAN LIENS AND CONVEYANCES, THAT AFFECT THE PROPERTY, RIGHTS OF ADJOIN OWNERS IN ANY WALLS AND FENCES ON A COMMON ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS, ALL RIGHTS, OBLIGATIONS AND OTHER MATTER EMANATING FROM EXISTENT BY REASON OF THE CREATION, ESTABLISHMENT, MAINTENANCE AND OPERATION OF THE HIDALGO COUNTY WATER DISTRICT, IF ANY IN WHICH THE PROPERTY IS LOCATED.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

heirs and assigns forever and do hereby bind
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS hand at
this 2nd day May 19 XX 2002

Witness at Request of Grantor:

Antonio Salinas Jr.

Antonio Salinas jr

(Acknowledgment)

STATE OF TEXAS
COUNTY OF Hidalo

This instrument was acknowledged before me on the 2nd day of May , 19 XX 2002
by

My commission expires:
05-18-02

Notary Public, State of Texas
Notary's printed name:

Rev. 02-19-10

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: 11-11090
V-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:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing System
Date Approved:	/ /	10/27/11

Name: Sergio Jimenez

Address: 26281 Jesus Flores
Edcouch, TX 78538

Phone: 956-331-6790.

Water Supplier: NAWS

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Ranchitos las Palmas Lt 12,

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 4-25-07);

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 Concentric);

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 Sergio Jimenez);

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 Sergio Jimenez);

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

Flo 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
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: 4-11090.

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: Sergio Jimenez

Address: 26281 Texas Flores
Edcouch TX 78538.

Phone: 956 321 6790.

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): Architect 100 Palmas 12

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

X Sergio Jimenez Jr. — Requesting Party (Signature)

10-27-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

11-08-11 — **Date**

Alan D. Castillo — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11090
Oct. 27, 2011

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

R0942-00-000-0012-00

[1] OWNER: JIMENEZ, SERGIO JR.

26281 JESUS FLORES
EDCOUCH, TX. 78538
Telephone No. 331-6790

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,800 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL X-25

[7] LEGAL DESC./NAME OF SUBDIVISION
RANCHITOS LAS PALMAS LOT 12

LOCATION: 0 ROGERS & TOWER

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: OTHE

[10] EST. COST OF CONST.: $50,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT 50' REAR 50' EASTSIDE 10' WESTSIDE 6'
18" ABOVE CENTERLINE OF STREET

Edgar Ibarra — Prepared by — 10-27-11 Date

Marion Hernandez — Approved by — 10-25-11 Date

X Sergio Jimenez Jr — Signature of Owner or Applicant — 10-27-11 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: X-25 Pct: 4

Community No.: 480334-0325D

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.

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.

WARRANTY DEED WITH VENDOR'S LIEN

Date: October 21, 2011

Grantor: SANTOS CHAPA, JR. and wife, ROSA G. CHAPA

Grantor's Mailing Address (including county): 4009 Country Meadows Drive
Edinburg, Texas 78541
Hidalgo County, Texas

Grantee: SERGIO JIMENEZ, JR.

Grantee's Mailing Address (including county): 26281 Jesus Flores
Edcouch, Texas 78538
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, 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-TWO THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS ($22,500.00) payable to the order of SANTOS CHAPA, JR. and wife, ROSA G. CHAPA, 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 BYRON JAY LEWIS, Trustee.

Property (including any improvements):

Lot Twelve (12), RANCHITOS LAS PALMAS SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 53, Pages 120-122, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in CLERK'S FILE NO. 1738734, CLERK'S FILE NO. 2200874, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS AND IN VOLUME 53, PAGES 120-122,, MAP RECORDS, HIDALGO COUNTY, TEXAS.

All the oil, gas and other minerals, in, under or that may be produced from the land are excepted herefrom in instrument(s) dated December 7, 1990, recorded in Volume 3012, Page 488 and

Sergio Jimenez
Ranchitos Las Palmas Lot 12

Volume 3012, Page 491, dated May 29, 1992, recorded in Volume 3267, Page 239, and dated April 14, 2011, recorded under Clerk's File No. 2200874, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Leases dated June 24, 2003, recorded under Clerk's File No. 1223131, dated June 12, 2003, recorded under Clerk's File No. 1223132, dated June 18, 2003, recorded under Clerk's File No. 1223133 and dated July 24, 2003, recorded under Clerk's File No. 1226444, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Lease dated June 6, 1951, recorded in Volume 117, Page 526, Oil and Gas Records, Hidalgo County, Texas, and unitized in instrument dated June 27, 1955, recorded in Volume 172, Page 412, Oil and Gas Records, Hidalgo County, Texas, and subsequent transfers thereof.

Right of Way Agreement dated April 18, 1957, recorded in Volume 888, Page 382, Deed Records, Hidalgo County, Texas.

Right of Way Easement dated July 9, 2007, recorded under Clerk's File No. 1781906, Official Records, Hidalgo County, Texas.

Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 1.

Minimum floor elevation; fifty foot (50') minimum setback line along the front, or greater for easement, whichever is greater; six foot (6') minimum setback line along the sides, or greater for easement, whichever is greater; fifty foot (50') minimum setback line along the rear, or greater for easement, whichever is greater, ten foot (10') electrical and utility easement along the East side; ten foot (10') electrical and utility easement along the North side; the North fifteen feet (15') of the South thirty foot (30') electrical and utility easement along the South side; the South fifteen feet (15') of the North twenty-five foot (25') drainage easement along the North side; the South fifteen feet (15') of the South thirty foot (30') exclusive easement to North Alamo Water Supply Corporation along the South side; as per map or plat recorded in Volume 53, Page 120-122, Map Records, Hidalgo County, Texas.

Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Easements, or claims of easements, which are not recorded in the public records.

Taxes for the year 2011 and subsequent years.

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty contained in this instrument, 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 to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and 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 forever, except as to the reservations from, and exceptions to conveyance and warranty herein contained.

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

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

SANTOS CHAPA, JR.

ROSA G. CHAPA

(Acknowledgment)

State of Texas §
County of Hidalgo §

This instrument was acknowledged before me on the 21st of October, 2011, by SANTOS CHAPA, JR. and wife, ROSA G. CHAPA.

Notary Public, State of Texas

NORMA L. CANO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-28-2014

AFTER RECORDING RETURN TO:
SERGIO JIMENEZ, JR.
26281 Jesus Flores
Edcouch, Texas 78538

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 772830;NLC:bc

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
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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: Kyndel Bennett

Address: P.O. Box 365
La Blanca, TX.

Phone: 956-464-4431

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

Water Supplier: N AWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Lots 1-22, La Paloma Estates Unit 3 ,

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 10/25/11);

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 Calvillo Nora D Calvillo);

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 Robert Hernandez 11-2-11);

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 Robert Hernandez 11-2-11);

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

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
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

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: KYNDEL W. BENNETT, PRESIDENT

Address: P.O. BOX 365
LA BLANCA, TX. 78558

Phone: 464-4431

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

LA PALOMA ESTATES UNIT 3 SUBD.

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) — 9-8-11 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:

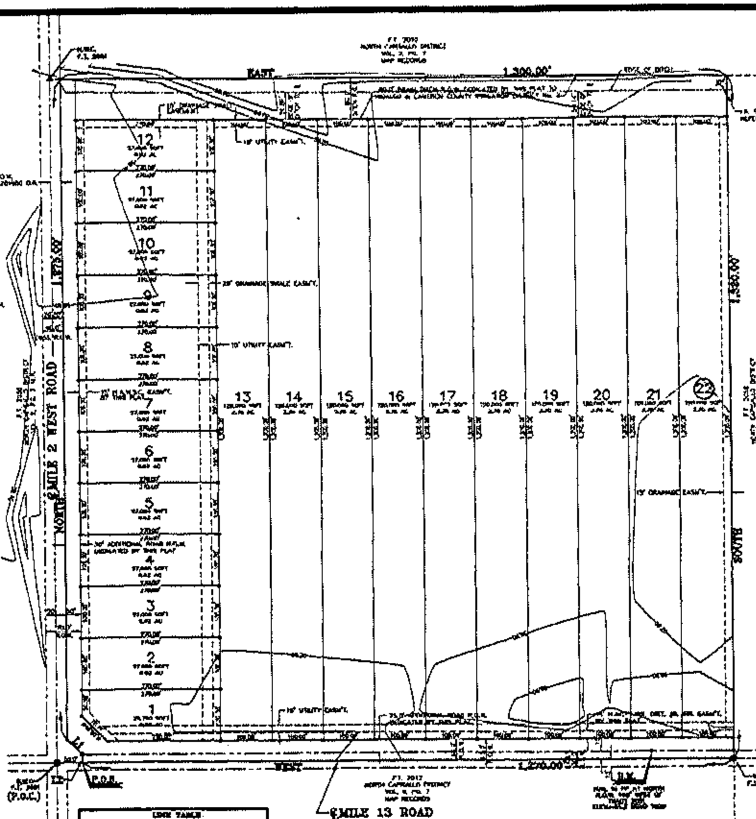
10/25/11 — **Date**

Yolanda D Carrizo — **County Official**

PLAT
OF
LA PALOMA ESTATES
UNIT 3
SUBDIVISION

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: APRIL, 2011

GENERAL PLAT NOTES:



METES AND BOUNDS

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

STATE OF TEXAS
COUNTY OF HIDALGO

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

STATE OF TEXAS
COUNTY OF HIDALGO

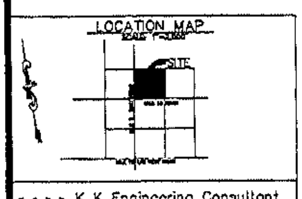
STATE OF TEXAS
COUNTY OF HIDALGO

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

PRINCIPAL CONTACTS:

LINE TABLE

INDEX TO SHEETS OF LA PALOMA ESTATES UNIT 3 SUBDIVISION



K K Engineering Consultant

SHEET 1 OF 3

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
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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: 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:

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

Name: Kimberly Bennett

Address: P.O. Box 3605
La Blanca, Tx.

Phone: 956-464-4431

Water Supplier: NAWSC

Utility Provider: [✓]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Lots 1-12, La Paloma Estates Unit 4,

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 10-25-11);

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 Calvazo Nora D Calvazo);

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 11-2-11);

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 11-2-11);

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

_____
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
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956-318-2844

Precinct No.1 Substation
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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: 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: KYNDEL W. BENNET, PRESIDENT

Address: P. O. BOX 365

LA BLANCA, TX. 78558

Phone: 464-4431

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

LA PALOMA ESTATES UNIT 4 SUBD.

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) — Date: 9-8-11

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:

10/25/11
Date

Anna D Camargo
County Official

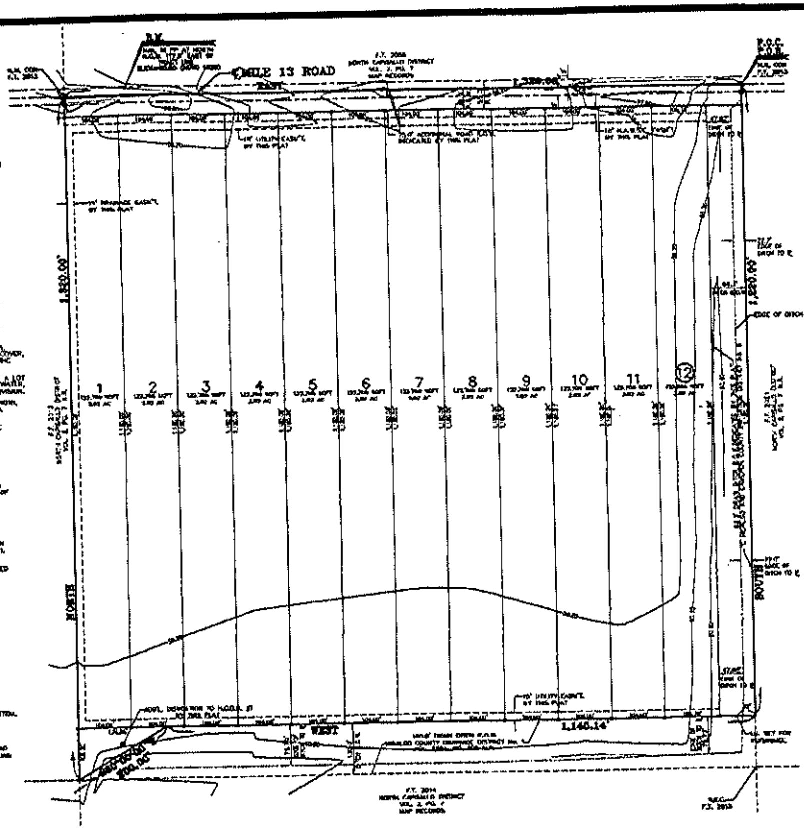
PLAT OF LA PALOMA ESTATES UNIT 4 SUBDIVISION

BEING A 37.17 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING OUT OF FARM TRACT 2013, NORTH CAPISALLO DISTRICT RECORDED IN VOLUME 2, PAGE 7 OF THE HIDALGO COUNTY MAP RECORDS.

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: APRIL, 2011

GENERAL PLAT NOTES:

[illegible]



METES AND BOUNDS

[illegible]

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

[illegible]

STATE OF TEXAS
COUNTY OF HIDALGO

[illegible]

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

[illegible]

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

[illegible]

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

[illegible]

STATE OF TEXAS
COUNTY OF HIDALGO

[illegible]

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

[illegible]

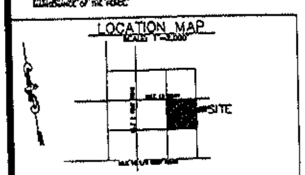
PRINCIPAL CONTACTS:

[illegible]

INDEX TO SHEETS OF LA PALOMA ESTATES UNIT 4 SUBDIVISION

[illegible]

LOCATION MAP



K K Engineering Consultant

SHEET 1 OF 3

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

financial guarantee

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: Richard A. Hargo

Address: 3910 W. Freddy Gonzalez Dr. Edinburg, TX. 78539

Phone: 956-383-6895

Approved by Environmental Health:	Temporary Service	Final Service
	N/A	N/A
	Authorized Signature	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:
Lots 1-35, Flamingo Ranches Subdivision,

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 8/22/11);
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 Dora D Cavazos);
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 Robert Hernandez 11-2-11);
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 Robert Hernandez 11-2-11);
yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Dora D Cavazos);

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.1 Substation
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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

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: Richard A. Garza
President of BIC Development Corp.

Address: 3910 W. Freddy Gonzalez Dr.

Edinburg, Texas 78539

Phone: (956) 383-6295

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): FLAMINGO RANCHES: A 20.01 acre tract (map record:20.00 acres) of land being all of Lots 7 and 8, Block 22, Santa Cruz Gardens unit No.2, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Pages 28-29,Map Records, Hidalgo County, Texas.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Richard A. Garza
President of BIC Development Corp.

Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

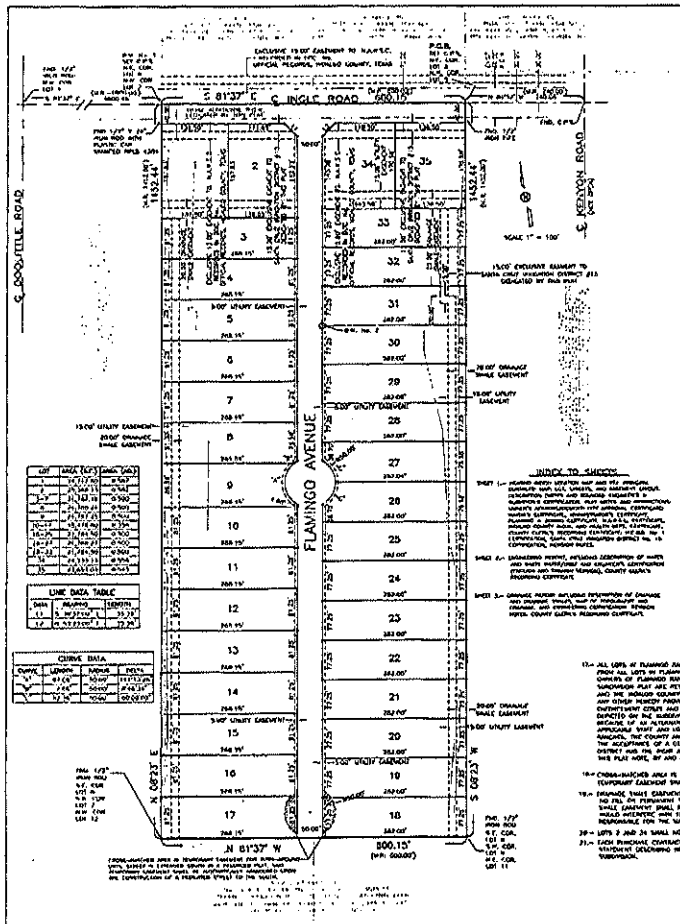
- X Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- √ Other (describe) copy of auld. plat

This part to be filled out by receiving county official:

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

3/7/11
Date

Irma Olivarez
County Official



INDEX TO SHEETS

SHEET 1.- HEADING ABOVE LOCATION MAP AND KEY PERSONNEL, SURVEYOR NOTE, LOT LENGTHS, AND EASEMENT DETAILS, SUBDIVISION NOTES AND BUILDING RESTRICTIONS & SUBDIVISION CERTIFICATION, KEY NOTES AND DESCRIPTIONS, LOCATION MAP, REVISION NOTES, LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY, PRINCIPAL CONTACTS, CERTIFICATE OF SURVEYOR, OWNER'S DEDICATION, CERTIFICATION, AND ACKNOWLEDGEMENT, STATE OF TEXAS COUNTY OF HIDALGO, CERTIFICATE OF SURVEYOR, STATE OF TEXAS COUNTY OF HIDALGO, RIGHT OF WAY EASEMENT, PLANNING & ZONING COMMISSION CERTIFICATION, MAYOR'S CERTIFICATION, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 232.028(a), HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, NOTE, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, AND FILED FOR RECORD IN HIDALGO COUNTY, ANTONIO CHAMMAS, JR. HIDALGO COUNTY CLERK

SHEET 2.- DRAINAGE PATTERN INCLUDING PRESENTATION OF DRAINAGE AND DRAINAGE STRUCTURES, AND THE MANDATORY AND RECOMMENDED FINISHED FLOOR ELEVATIONS AS SHOWN ON THE HIDALGO COUNTY FLOOD'S PLANNING COMMITTEE.

SHEET 3.- DRAINAGE PATTERN INCLUDING PRESENTATION OF DRAINAGE AND DRAINAGE STRUCTURES, AND THE MANDATORY AND RECOMMENDED FINISHED FLOOR ELEVATIONS AS SHOWN ON THE HIDALGO COUNTY FLOOD'S PLANNING COMMITTEE.

LOCATION MAP

SCALE: 1" = 4000'

REVISION NOTES

NO.	DATE	REVISION	FROM	APPROVED

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

FLAMINGO RANCHES IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE SOUTH SIDE OF INGLE ROAD AND EAST OF BOOS TELL ROAD, APPROXIMATELY 1,200 FEET EAST FROM THE ROAD INTERSECTION. THE TOWN'S NEAREST MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP ON FILE IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 72,690), FLAMINGO RANCHES LIES APPROXIMATELY 1.1 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S 5-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN ETJ NO. 1.

PRINCIPAL CONTACTS

	Name	Address	City & Zip	Phone	Fax
OWNER:	RICHARD A. GARCIA, PRESIDENT OF THE DEVELOPMENT CORP.	3930 W. MEMORY HOUSTON LN.	EDINBURG, TX 78539	(956)565-4395	(956)381-3727
ENGINEER	RICARDO QUINTANILLA	124 E. SAUNDERS	EDINBURG, TX 78539	(956)381-6481	(956)381-0527
SURVEYOR	RICARDO QUINTANILLA	124 E. SAUNDERS	EDINBURG, TX 78539	(956)381-6481	(956)381-0527

SUBDIVISION PLAT OF:

FLAMINGO RANCHES

A 20.01 ACRE TRACT (MAP RECORDS: 20.00 ACRES) OF LAND BEING ALL OF LOTS SEVEN (7) AND EIGHT (8), BLOCK TWENTY-TWO (22), SANTA CRUZ GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 14, PAGES 28-29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDS UNDER COUNTY CLERK'S DOCUMENT NUMBER 978004, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

NOTES AND BOUNDS

A 20.01 ACRE TRACT (MAP RECORDS: 20.00 ACRES) OF LAND BEING ALL OF LOTS SEVEN (7) AND EIGHT (8), BLOCK TWENTY-TWO (22), SANTA CRUZ GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 14, PAGES 28-29, MAP RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HEREBY MADE FOR ALL PURPOSES, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CUTTON FOUND IN CONCRETE MONUMENT SET IN THE CENTERLINE OF INGLE ROAD FOR THE NORTHEAST CORNER OF LOT 8 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08°23'00" E, ALONG THE EAST LINE OF LOT 8, PASSING A 1/2" IRON PIPE FOUND AT 30.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF INGLE ROAD, A TOTAL DISTANCE OF 1,452.44 FEET TO A CUTTON FOUND IN CONCRETE MONUMENT SET FOR THE SOUTHEAST CORNER OF LOT 8 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 81°37'00" W, ALONG THE SOUTH LINE OF LOTS 7 AND 8, A DISTANCE OF 900.15 FEET (MAP RECORDS: 900.00 FEET) TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 7 AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 08°23'00" E, ALONG THE WEST LINE OF LOT 7, PASSING A 1/2" IRON ROD FOUND AT 1,422.44 FEET FOR THE SOUTH RIGHT OF WAY LINE OF INGLE ROAD, A TOTAL DISTANCE OF 1,452.44 FEET TO A CUTTON FOUND SET FOR THE NORTHWEST CORNER OF LOT 7 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 81°37'E, ALONG THE NORTH LINE OF LOTS 7 AND 8, A DISTANCE OF 900.15 FEET (MAP RECORDS: 900.00 FEET), TO THE POINT OF BEGINNING AND CONTAINING 20.01 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH VISTA BONITA SUBDIVISION NO. 14, RECORDED IN VOLUME 33, PAGE 134, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ANTONIO CHAMMAS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE FIELD NOTES AND COMPLETE MAPS FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT ENCROACHMENTS, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, OR VISIBLE UTILITY LINES OR ROADS IN USE CROSSING ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 28TH DAY OF OCT., 2011

REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5613 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE EXCEPT FOR VARIANCES WHICH WERE GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE OF APPROVAL OF THIS PLAT.

I CERTIFY THAT THE WATER AND OTHER SERVICE FACILITIES NOW EXISTS INTENDED FOR RESIDENTIAL PURPOSES SPECIFICALLY SHOWN ARE IN CONFORMITY WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL ENVIRONMENTALLY SOUND AND SOUNDLY FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES WILL BE CONSTRUCTED AT A TOTAL COST OF $ -

SEWAGE FACILITIES: SEWER SERVICE CONNECTIONS ARE ESTIMATED TO COST $ 1,600.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 52,800.00 FOR THE SUBDIVISION. THE SUBDIVIDER HAS PAID A TOTAL OF $ 52,800.00 TO COVER THE COST OF INSTALLATION OF SUCH SERVICES.

DATED THIS THE 27th DAY OF July, 2011

COUNTY ENVIRONMENTAL ENGINEER
NO. 97664 STATE OF TEXAS

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and beneficiaries ("hereinafter called "Grantor") does of many persons and good and valuable consideration received, in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, dedicate, and convey to said Grantee, its successors, and assigns, a non-exclusive perpetual easement on the land as shown, described, platted and hereinafter used, adjacent, shared, mapped platted, together with the perpetual water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands at the property line as the above mentioned facilities are granted. The easement hereby granted shall not exceed 11' in width, and Grantee, its agents, employees, and assigns shall have the right to trim trees and shrubs as may be necessary to keep the easement free of obstructions. Said easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as installed.

In the event the easement hereby granted ends on a public road and the city, county or state hereafter widens or relocates the public road so as to require the installation of new water lines or relocation of existing water lines, Grantee, its successors and assigns shall have the right to enter upon the land for the purpose of relocating said lines and remove the same from the old location to the new location, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the pipelines referred to herein. This agreement together with other provisions of this grant shall constitute an agreement for the benefit of the Grantee, its successors, and assigns. This grant shall be a burden on the land of the aforementioned lands and that said lands are free and clear of all encumbrances and have good title thereto.

This easement hereinabove granted was obtained or executed through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor has executed this instrument on the 27th day of July, 2011.

RICHARD A. GARCIA
PRESIDENT OF THE DEVELOPMENT CORP.

FILED FOR RECORD IN HIDALGO COUNTY
ANTONIO CHAMMAS, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ACKNOWLEDGEMENT

I, RICHARD A. GARCIA, PRESIDENT OF SAID DEVELOPMENT CORP., AS OWNER OF THE 4.525 ACRE TRACT OF LAND HEREINABOVE DESCRIBED, DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER, THE STREETS, ALLEYS, AND EASEMENTS SHOWN HEREON AND DESIGNATED AS FLAMINGO AVENUE, AND DO HEREBY CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(1) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(2) SEWER CONNECTIONS TO THE LOTS ON SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(3) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(4) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I FURTHER CERTIFY THAT THE INFORMATION SHOWN IN THIS PLAT ARE TRUE AND CORRECT.

RICHARD A. GARCIA
PRESIDENT OF THE DEVELOPMENT CORP.
4515 W. THERON GONZALEZ DR.
EDINBURG, TEXAS 78541

7/27/11
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD A. GARCIA PRESIDENT OF THE DEVELOPMENT CORP., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this 27th day of July, 2011

NOTARY PUBLIC, STATE OF TEXAS
LISA A. QUINTANILLA
NOTARY PUBLIC
July 17, 2015

LISA A. QUINTANILLA, NOTARY PUBLIC

THIS PLAT APPROVED BY SAID CITY ATTACHED HERETO No. 15 ON THIS _____ DAY OF _____, 20__, SUBJECT TO THE FOLLOWING: IT HAS BUILDING ALIGNED ON TOP OF AN EASEMENT OF FIFTEEN FEET (15') EXCEPT ON EACH SIDE OF HEREIN FOR UP CANAL 31.46 (SITE SUBJECT TO RULES, REGULATION, AGREEMENT, AND AMENDING OF SUCH) WHICH IS IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF EDINBURG, TEXAS, AND AMENDING TO MINIMUM LOTS IN DEVISED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE EDINBURG DRAINAGE DISTRICT POINTS SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

PRESIDENT _____ SECRETARY _____

PLANNING & ZONING COMMISSION CERTIFICATION

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT SHOWN AS FLAMINGO RANCHES CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY WHERE MY APPROVAL IS REQUIRED AND WAS DULY APPROVED FOR RECORDING ON THE _____ DAY OF _____, 20__.

_____
CHAIRPERSON-PLANNING & ZONING COMMISSION

MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHERE MY APPROVAL IS REQUIRED.

ATTEST:

_____ _____ _____ _____
MAYOR'S SIGNATURE DATE CITY SECRETARY DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED COUNTY JUDGE AND THE CLERK OF HIDALGO COUNTY, TEXAS, CERTIFY THAT THIS PLAT OF FLAMINGO RANCHES was endorsed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge _____ date

ATTEST:

Hidalgo County Clerk _____ date

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THE PLAT OF FLAMINGO RANCHES HAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY PUBLIC WORKS DEPARTMENT ON _____.

Hidalgo County Road & Bridge Director _____ date

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FLAMINGO RANCHES HAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

Hidalgo County Health Inspector _____ date

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(a). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE USE FOR WHICH THEY ARE DESIGNED. BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA, IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THIS SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. SAUNDERS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1917
LAND SURVEYORS
PHONE 956-381-6481
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 1 OF 3 SHEETS

PLAT NO.			
LAND NO.			
DRAWN BY:		CHECKED BY:	
SCALE:		DATE:	
JOB NO.			

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:

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

Name: Esperanza Centeno

Address: P.O. Box 881
La Blanca, Tx.

Phone: 956-287-1760

Water Supplier: NAWSC,

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: N/A
[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Lots 1-2, Saunders Estates Subdivision,

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 8-22-11);
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'Campo Nora D'Campo);
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 11-2-11);
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 11-2-11);
yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Nora D'Campo Nora D'Campo);

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.
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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: _____

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: ESPERANZA CENTENO

Address: P. O. BOX 881

LA BLANCA, TEXAS

Phone: (956) 287-1760

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

~~PROPOSED~~ SALVADOR ESTATES SUBDIVISION Lots 1-2

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Esperanza A Centeno
Requesting Party (Signature)

8/9/2011
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

_____ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__X__ 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:

8/9/11
Date

Ana D Cavazos
County Official

SUBDIVISION PLAT OF
SALVADOR ESTATES SUBDIVISION

A 5.00 acre tract of land being the east 5.00 of the west 10.00 acres of the east 20.00 acres of Lot 12, Section 256, Texas Mexican Railway Company's Subdivision as recorded in Volume 2, Page 29, Map Records, Hidalgo County, Texas, also being that certain tract described in Warranty Deed recorded in Document # 617765, Official Records, Hidalgo County, Texas.

DATE: MARCH 13, 2009

SCALE: 1"= 60'

PREPARED BY: R.E. GARCIA & ASSOCIATES

110 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE: (956) 381-1081 FAX: 381-1389

METES AND BOUNDS DESCRIPTION FOR A 5.00 ACRE TRACT

A 5.00 acre tract of land being the east 5.00 of the west 10.00 acres of the east 20.00 acres of Lot 12, Section 256, Texas Mexican Railway Company's Subdivision as recorded in Volume 2, Page 29, Map Records, Hidalgo County, Texas, also being that certain tract described in Warranty Deed recorded in Document # 617765, Official Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a set cotton picker spindle on the centerline of Mile 18 North Road also being the north line of said Lot 12, Section 256, for the northwest corner of herein described tract. Said point bears S 80° 55' 00" E 825.00 feet from a found three-quarter inch pipe at the centerline intersection of said Mile 18 North Road and North 3rd Street being the northwest corner of said Lot 12, Section 256;

THENCE S 80° 55' 00" E 165.00 feet along said centerline of Mile 18 North Road also being the north line of said Lot 12, Section 256, to a set cotton picker spindle for the northeast corner of herein described tract;

THENCE S 09° 05' 00" W parallel to the west line of said Lot 12, Section 256, pass at 30.00 feet a set one-half inch iron rod being the south Right-of-Way line of said Mile 18 North Road, pass at 1,245.00 feet a set one-half inch iron rod and continuing for a total distance of 1,320.00 feet to a point on the south line of said Lot 12, Section 256, for the southwest corner of herein described tract;

THENCE N 80° 55' 00" W 165.00 feet along said south line of Lot 12, Section 256, to a point for the southwest corner of herein described tract;

THENCE N 09° 05' 00" E, parallel to the west line of said Lot 12, Section 256, pass at 75.00 feet a set one-half inch iron rod, pass at 1,200.00 feet a set one-half inch iron rod being the south Right-of-Way line of said Mile 18 North Road, continuing for a total distance of 1,320.00 feet to the point of beginning and containing 5.00 acres of land, more or less.

LEGEND :
- ● = FOUND 1/2" IRON ROD
- ○ = SET 1/2" IRON ROD
- ⊙ = FOUND COTTON PICKER SPINDLE
- ⊗ = SET COTTON PICKER SPINDLE
- P = FOUND 3/4" IRON PIPE
- M = UNABLE TO SET MONUMENTATION

SCALE: 1"=60'
BEARINGS BASED ON RECORD BEARINGS OF GUERRA ACRES SUBDIVISION, AS RECORDED IN VOL. 64, PAGE 187-188, H.C.M.R.

OWNER: WILLARD FIKE
VOLUME 3075, PAGE 604, H.C.D.R.

OWNER: WILLARD & ANNA FIKE
VOLUME 1184, PAGE 142, H.C.D.R.

S 09°05'00" W — 1320.00'

S 80°55'00" E — 165.00'

N 09°05'00" E — 1320.00'

N 80°55'00" W — 165.00'

LOT 1
82,181 SF
5.00 AC

LOT 2
115,719 SF
5.34 AC

30.00' CENTERLINE R.O.W. DEDICATED BY THIS PLAT

10' UTILITY EASEMENT

10' H.A.W.S.D. EASEMENT

10' DRAINAGE EASEMENT

P.O.B.

℄ MILE 18 NORTH ROAD

℄ NORTH 3RD STREET

OWNER: TRINIDAD PINE, JR. AND WIFE, SOFIA P. PINA
VOLUME 1980, PAGE 685, H.C.D.R.

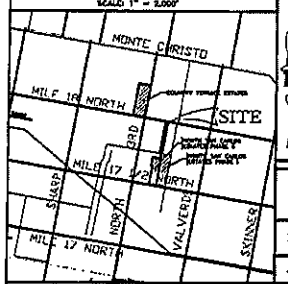
NORTH SAN CARLOS ESTATES PHASE I SUBDIVISION
VOLUME 44, PAGE 22, H.C.M.R.

OWNER: JUAN R. MOLINA
INSTRUMENT # 1777413
H.C.D.R.

PLAT NOTES & RESTRICTIONS:

LOCATION MAP

SCALE: 1" = 2,000'



INDEX OF SHEETS

1	PLAT, NOTES, LOCATION MAP, LEGEND, METES AND BOUNDS, PLAT DATA, CURVE AND BEARING INFORMATION, DATES & SIGNOFF, SURVEYOR'S CERTIFICATION, FLOOD ZONE DESIGNATION, OWNER'S DEDICATION, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY'S VARIANCES APPROVAL, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, CERTIFICATE OF SUBDIVISION PLAT APPROVAL BY THE CITY OF MISSION, P.S.D. APPROVAL, SUBDIVISION VARIANCE APPROVAL/DENIAL LETTER, APPROVAL/DENIAL EXPIRES APPROVAL REVISION NOTES
2	NOTES, RESTRICTIONS, AND EXCEPTIONS, LOCATION SKETCH (Computer Line Location Information), Information and Notes of Title and Visits Made (Date) and Surveyor's Certification (Location and Boundary Survey of Lot Line and Road Right Of Way Status), Notes, Survey Connection, Easement Statement and Statement
3	Note of Verification of Boundary Data Exhibit & Certification, Flood Notes, Drainage District Information, Designation of Name and Area of Tract, Notes, This Development

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE & FAX #:
OWNER: WILLARD FIKE	P.O. BOX 661	LA BLANCA, 78566	347-7568 / -
OWNER: TRINIDAD PINE	P.O. BOX 661	LA BLANCA, 78566	347-7568 / -
ENGINEER: RAUL E. GARCIA	110 N. 12TH	EDINBURG, 78539	381-1081 / 381-1389
SURVEYOR: RAUL E. GARCIA	110 N. 12TH	EDINBURG, 78539	381-1081 / 381-1389

SHEET NO. 1 OF 3 SHEETS

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

SALVADOR ESTATES SUBDIVISION IS LOCATED IN SOUTH CENTRAL HIDALGO COUNTY APPROXIMATELY 3 MILES SOUTH OF THE CITY OF MISSION, TEXAS, AND IS NOT IN ANY CITY'S EXTRATERRITORIAL JURISDICTION (ETJ). ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (HIDALGO), MISSION (PARTS) SUBDIVISION LIES APPROXIMATELY 3 1/2 MILE FROM THE CITY LIMITS AND IS OUTSIDE THE CITY'S TWO MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021.

RIGHT OF WAY EASEMENT

OWNER'S DEDICATION

COUNTY CLERK'S RECORDING CERTIFICATE

REVISION NOTES

No.	Sheet	Revision	Date	Approved

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

APPROVAL BY IRRIGATION DISTRICT #1:

APPROVAL BY DRAINAGE DISTRICT:

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 232.028(a)

HIDALGO COUNTY JUDGE — DATE

ATTEST: HIDALGO COUNTY CLERK — DATE

REGISTERED PROFESSIONAL ENGINEER OR REGISTERED PROFESSIONAL LAND SURVEYOR — DATE

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

coohdep.

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:

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

Name: Rolando Vargas

Address: P.O. Box 2036
Mission, Tx. 78572

Phone: 956-585-9737

Water Supplier: SWSC

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

Account/ESI No.: N/A
[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Lots 1-2, Las Palmas del Norte No. 3 Ph. 1,

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 08-22-11);

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 Dora Olivares);

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 Ruben Hernandez 11-2-11);

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 11-2-11);

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

_____ 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: _____

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: Noralinda G. Garza

Address: P.O. Box 2036

Mission, Texas 78572

Phone: (956) 585-9737

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

Las Palmas Del Norte No. 3 Phase I Subdivision

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Noralinda G. Garza — Requesting Party (Signature)

8/9/11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

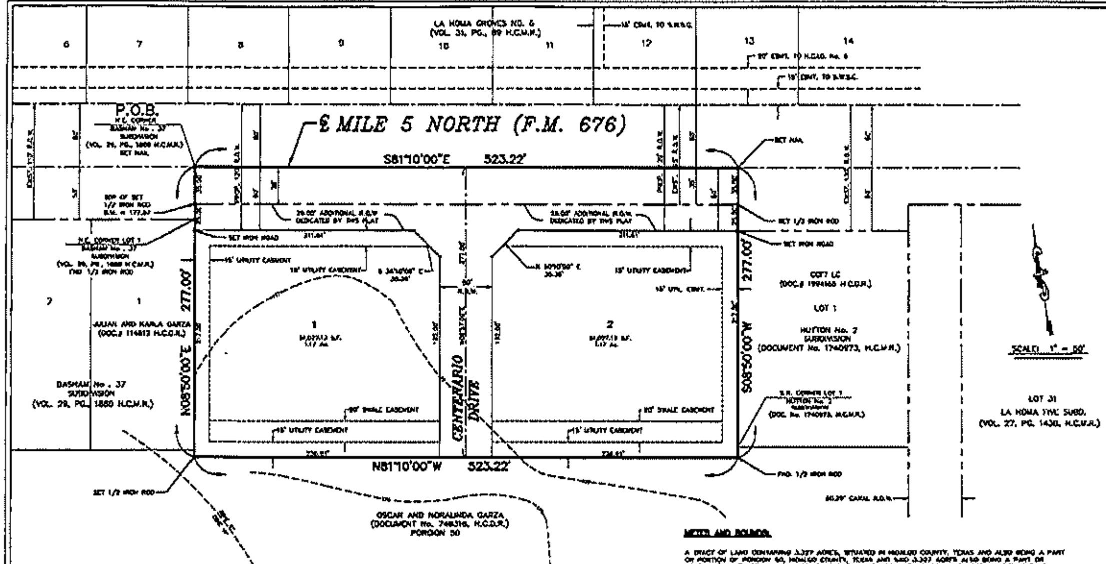
- _____ Deed
- _____ Executory Contract
- _____ Lease
- _____ Rent Receipt
- _____ Affidavit
- ✓ Other (describe) Copy of subd. plat

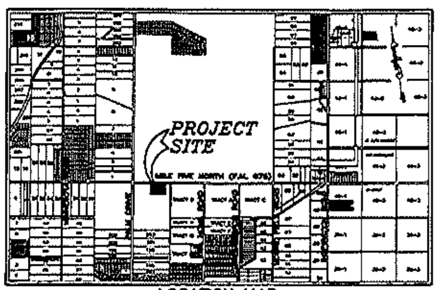
This part to be filled out by receiving county official:

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

8/22/11 — **Date**

Nora Cavazos — **County Official**





LOCATION MAP
SCALE: 1"=2000'

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE #	FAX #
OWNER: OSCAR GARZA	P.O. BOX 2036	MISSION, TX 78572	[illegible]	[illegible]
OWNER: NORALINDA GARZA	P.O. BOX 2036	MISSION, TX 78572	[illegible]	[illegible]
ENGINEER: JAVIER HINOJOSA	416 E. DOVE AVENUE	MCALLEN, TX 78504	[illegible]	[illegible]
SURVEYOR: CARLOS VASQUEZ	517 BEAUMONT AVE.	MCALLEN, TX 78501	[illegible]	[illegible]

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY [illegible]

DATE OF PREPARATION: MAY, 2011

DRAWN BY: P. GONZALEZ, A. GAUNA

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
[illegible]

METES AND BOUNDS:

A TRACT OF LAND CONTAINING 3.327 ACRES, SITUATED IN HIDALGO COUNTY, TEXAS [illegible]

SHEET INDEX [illegible]

STATE OF TEXAS
COUNTY OF HIDALGO [illegible]

FILE FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: ______ AT ______ AM/PM
INSTRUMENT NUMBER ______
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.
BY: ______ DEPUTY

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL [illegible]

GENERAL PLAT NOTES & RESTRICTIONS:

[illegible]

SUBDIVISION PLAT OF LAS PALMAS DEL NORTE No. 3 PHASE I SUBDIVISION

A TRACT OF LAND CONTAINING 3.327 ACRES (2.906 ACRES NET), SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF PORCION 50, HIDALGO COUNTY, TEXAS AND SAID 3.27 ACRES ALSO BEING A PART OR PORTION OF A TRACT OF LAND DEEDED TO OSCAR AND NORALINDA GARZA, RECORDED IN DOCUMENT NO. 748316, HIDALGO COUNTY DEED RECORDS.

[illegible]

BY: OSCAR GARZA, P.O. BOX 2036, MISSION, TEXAS 78572 — DATE
BY: NORALINDA G. GARZA, P.O. BOX 2036, MISSION, TEXAS 78572 — DATE

STATE OF TEXAS
COUNTY OF HIDALGO [illegible]

CITY OF MISSION
CERTIFICATE OF APPROVAL [illegible]

MAYOR, CITY OF MISSION — DATE
CITY SECRETARY

CHAIRMAN, PLANNING AND ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO [illegible]

REVISIONS

SHEET NO. 1 OF 3

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: Laura Coffman

Address: P.O. Box 720883
McAllen, TX.

Phone: 956-585-8067

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

Water Supplier: AGUA

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Lots 1-34, Elite Village Ph. 2,

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 08-22-11);

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 Dora D'Caraza);

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 Robert Hernandez 11-2-11);

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 Robert Hernandez 11-2-11);

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk | **Date**

Rev. 02-19-10

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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: Laura Coffman, Vice-President of Top Fruit, Inc.

Address: P.O. Box 720883

McAllen, Texas 78504

Phone: (956) 585-8067

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): Elite Village Subdivision Phase II: A 20.00 acre tract of land being all of Lots 27 and 28, Block 6, Texan Gardens, Hidalgo County, Texas.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 7-19-10

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

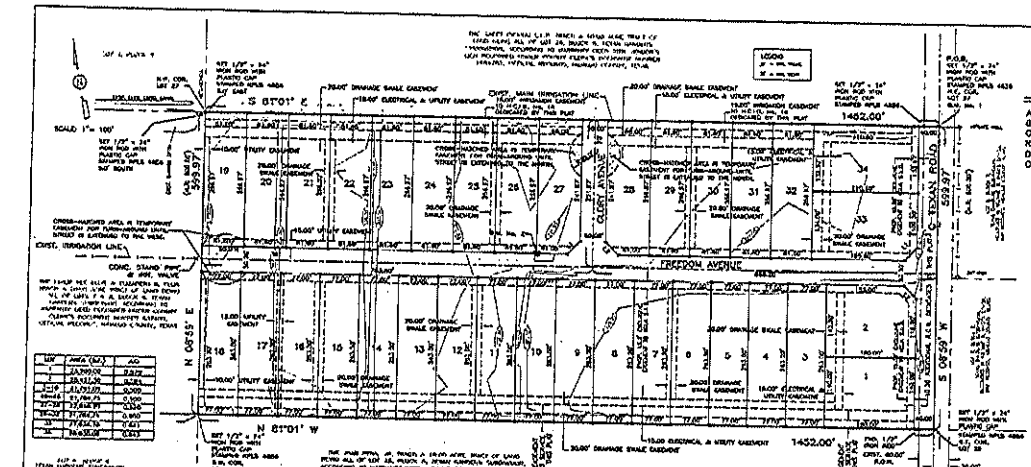
- ____ Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- X Other (describe) Copy of subd. plat

This part to be filled out by receiving county official:

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

8/22/11
Date

County Official



SUBDIVISION PLAT OF

ELITE VILLAGE SUBDIVISION PHASE II

A 20.00 ACRE TRACT OF LAND BEING ALL OF LOTS 27 AND 28, BLOCK 6, TEXAN GARDENS, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGES 57 AND 58, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1727, PAGE 223, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

NOTES AND BOUNDS

A 20.00 ACRE TRACT OF LAND BEING ALL OF LOTS 27 AND 28, BLOCK 6, TEXAN GARDENS, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGES 57 AND 58, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1727, PAGE 223, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD 24" W LENGTH WITH PLASTIC CAP STAMPED RPLS 4836 SET ON THE CENTERLINE OF TEXAN ROAD FOR THE NORTHEAST CORNER OF LOT 27 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08°58' W, ALONG THE EAST LINE OF LOTS 27 AND 28, AND THE CENTERLINE OF TEXAN ROAD, A DISTANCE OF 699.97 FEET (SAID RECORD) MEASURED (699.97') TO A 1/2" IRON ROD 24" W LENGTH WITH PLASTIC CAP STAMPED RPLS 4836 SET FOR THE SOUTHEAST CORNER OF LOT 28 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 81°01' W, ALONG THE SOUTH LINE OF LOT 28, PASSING A 1/2" IRON ROD FOUND AT 30.00 FEET FOR THE WEST RIGHT OF WAY LINE OF TEXAN ROAD, A TOTAL DISTANCE OF 1,452.00 FEET TO A 1/2" IRON ROD 24" W LENGTH WITH PLASTIC CAP STAMPED RPLS 4836 SET FOR THE SOUTHWEST CORNER OF LOT 28 AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 08°58' E, ALONG THE WEST LINE OF LOTS 27 AND 28, A DISTANCE OF 699.97 FEET TO A 1/2" IRON ROD 24" W LENGTH WITH PLASTIC CAP STAMPED RPLS 4836 SET, A TOTAL DISTANCE OF 1,399.94' (SAID RECORD) (1399.95') FEET FOR THE NORTHWEST CORNER OF LOT 27 AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81°01' E, ALONG THE NORTH LINE OF LOT 27, PASSING A 1/2" IRON ROD 24" W LENGTH WITH PLASTIC CAP STAMPED RPLS 4836 SET AT 3.0 FEET, AND A 1/2" IRON ROD 24" W LENGTH WITH PLASTIC CAP STAMPED RPLS 4836 SET AT 1,422.00 FEET FOR THE WEST RIGHT OF WAY LINE OF TEXAN ROAD, A TOTAL DISTANCE OF 1,452.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.000 ACRES OF LAND, OF WHICH 0.61 ACRES LIES WITHIN STREET RIGHT OF WAY, LEAVING A NET...

BEARINGS ARE IN ACCORDANCE WITH ELITE VILLAGE SUBDIVISION PHASE I, RECORDED IN INSTRUMENT NUMBER 1968978, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO CANTARILLA
R.P.L.S. 4836

3-18-08
DATE

COUNTY OF HIDALGO
STATE OF TEXAS

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

PE 7-15-11
ALFONSO CANTARILLA
P.E. 91824
DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, LAURA COFFMAN, VICE-PRESIDENT OF SOX FAVE, INC., AN OWNER OF THE 20.00 ACRE TRACT OF LAND SHOWN/DESCRIBED WITHIN THE PROPOSED ELITE VILLAGE SUBDIVISION PHASE II, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE, THE STREETS, PARK, AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS ON SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE REGULATIONS;
(C) FLOODPLAIN DIRECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) LOT CONNECTIONS, IF AVAILABLE, PROVIDED TO ENSURE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

LAURA COFFMAN, VICE-PRESIDENT
OF SOX FAVE INC.
P.O. BOX 370665
MCALLEN, TEXAS 78504

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED LAURA COFFMAN, VICE-PRESIDENT OF SOX FAVE INC. KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, HAVING BEEN BY ME FIRST DULY SWORN, STATED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20__.

LISA A. CUADRILLA
Notary Public, State of Texas
My Commission Expires
July 24, 2011

LISA A. CUADRILLA, NOTARY PUBLIC

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 16, SUBJECT TO THE CONDITION THAT ACCEPTANCE FROM SAID DISTRICT IS DEFINED BY THE APPROVAL LISTS AS SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION DELIVERY FACILITIES, AS REQUIRED BY THE DISTRICT'S SUBDIVISION RULES, NO BUILDING OR OTHER OBSTRUCTIONS SHALL BE PERMITTED ON THE EASEMENTS, NOR SHALL ANY GRADE CHANGES BE MADE WITHOUT PRIOR APPROVAL, IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH FACILITIES.

DATED THIS _____ DAY OF _____, 20__.

_____ PRESIDENT

ATTEST: _____ SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED COUNTY JUDGE AND COUNTY CLERK OF HIDALGO COUNTY, TEXAS, CERTIFY THAT THE PLAT OF THE ELITE VILLAGE SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____.

_____ Hidalgo County Judge — date

ATTEST: _____ Hidalgo County Clerk — date

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0065(d) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

_____ MAYOR, CITY OF MISSION — DATE

ATTEST: _____ CITY SECRETARY — DATE

PLANNING & ZONING COMMISSION
ACKNOWLEDGMENT

THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE II HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20__.

_____ CHAIRMAN

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

_____ HIDALGO COUNTY HEALTH AUTHORITY — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENGINEER ON _____.

_____ HIDALGO COUNTY ENGINEER OR HER DESIGNEE — DATE

I, FRANCISCO FLORES, HEREBY CERTIFY THAT THE LAND SPECIAL UTILITY DISTRICT WAS APPROVED THE PRELIMINARY PLANS SURVEY FOR THE ELITE VILLAGE SUBDIVISION PHASE II - HIDALGO COUNTY, TEXAS. THE LAND SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS, THAT INCLUDES THE PROPERTY DESCRIBED IN THIS PLAT. THE SUBDIVIDER OF THIS TRACT SUBDIVIDED THE TRACT IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE LAND SPECIAL UTILITY DISTRICT AND THE LAWS OF THE STATE OF TEXAS. THE LAND SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THE SUBDIVISION AT THE TIME WHEN ALL OF THE ADMINISTRATIVE REQUIREMENTS FOR THE SUBDIVISION ARE MET, WATER MAINS ARE SATISFACTORILY INSTALLED AND THE SUBDIVISION UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

_____ MR. FRANCISCO FLORES
GENERAL MANAGER
LAND SPECIAL UTILITY DISTRICT

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ M.
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

PLAT NOTE AND RESTRICTIONS:

1.– FLOOD STUDY INFORMATION: ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD – PLAIN CONSULTANT/MODEL NUMBER 480334 0180 D EFFECTIVE DATE JUNE 6, 2000.

2.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE NO HOME SHALL BE CONSTRUCTED PRIVATE DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO CONVERTION, USE SHALL BE ALLOWED ON ALL THE FOLLOWING: MOTORIAL LOOK 1 THROUGH 12, CUBY OTHER USE SHALL ACQUIRE DEPARTMENT AND FIRE DEPARTMENT APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE ALLOWED PRIOR TO OCCUPYING THE LOT.

3.– MINIMUM FINISHED FLOOR (NOT) MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION. A CERTIFICATE STATING FIRST AND FINAL CONSTRUCTION FLOOR ELEVATIONS, AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4.– MONUMENTATION: ● = DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4836, UNLESS OTHERWISE NOTED.

5.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

6.– MINIMUM BUILDING SETBACK LINES:

FRONT	25.00'
FRONT FOR GARAGE/CARPORT	18.00'
FRONT TEXAN ROAD	40.00'
SIDE	6.00'
SIDE ABUTTING STREET	10.00'
OR, TO EASEMENT LINE WHICHEVER IS GREATER	
REAR	10.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER	

7.– DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REGULATIONS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 13.18 ACRES (1,080.00 CFS) (1,080 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETAILS IN ACCORDANCE WITH THE LOCAL REGULATIONS WILL BE ACCOMPLISHED AS FOLLOWS (SEE SHEET NO. 3 FOR STORM SEWER IMPROVEMENTS)

8.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT, EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF OBSTRUCTIONS, INCLUDING, FENCES, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT, THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

9.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT, EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, BRUSH, SHRUBS, TREES, AND OTHER PLANTING (EXCEPT LOW, LESS THAN 18 INCHES NATURE HEIGHT GROUND COVER), BRUSH, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10.– BENCHMARK NO. 1= ELEV.=37 SET 1/2" IRON ROD LIGHTED AT NORTHEAST CORNER OF PROPOSED SUBDIVISION, N.A.V.D. 88 DATUM (BENCHMARK NO. 2= ELEV.=39 SET 1/2" IRON ROD W/ CONC. MONUMENT LOCATED ON THE EAST RIGHT OF WAY LINE OF N. TEXAN RD. N.A.V.D. 88 DATUM

11.– ALL PUBLIC UTILITIES EASEMENTS DESCRIBED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS FOR THE HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 3, WHERE THIS PLAT DEVELOPMENT OR ANY PORTION THEREOF, INCLUDES, PLATTING, AND OTHER CONSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT, THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

12.– ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO H.C.I.D. NO. 16 DISTRICT AND NO OTHER UTILITIES OR USE IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.

13.– NO UTILITY CROSSING OR OTHER INVASION IS ALLOWED TO CROSS ACROSS OR BELOW CANALS AND THEREOF EXCEPTING NO FRONT OF WAY WITH LINES, CABLES, OR OTHER UTILITIES OR OTHER USE, EITHER PAST OBTAINED A CROSSING PERMIT FROM THE DISTRICT, (HIDALGO, NO. 16 DISTRICT)

14.– ALL PERMANENT STRUCTURES (COMMERCIAL=TYPES OF ANY CONSTRUCTION) WILL BE ALLOWED WITHIN THE EASEMENTS OR WITHIN THE DISTRICT RIGHTWAY OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY H.C.I.D. NO. 16, ANY PERMANENT STRUCTURE AT THE DISTRICT'S DISCRETION AND IS SUBJECT TO REMOVAL.

15.– FIRE HYDRANTS INSTALLED ALONG THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROPERTY OF THE CORPORATION AND THE CORPORATION AND DO NOT HAVE ANY RESPONSIBILITY ON THE PART OF THE CORPORATION WHAT EVER, FIRE FLOW REQUIREMENTS.

16.– IF THE PURCHASER(S) OF LOT INSTALLED A COMMERCIAL LOT AND WANT/QUANTITY DETERMINED THAT A LARGER METER IS REQUIRED, THEN THE LOT WILL NEED TO BE CALCULATED AND APPROPRIATE FEES COLLECTED BEFORE WORK BY AND TO THE CORPORATION PRIOR TO THE INSTALLATION OF SERVICE OR WORK UNDER TAKEN(S).

17.– FIRE HYDRANTS, LOTS (3 THRU 22) SHOULD NOTICE? SERVICE BY A 8" WATER.

18.– AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL PERMITTING. A WATERSHED PLAN AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT, NO WATER OR LIGHT CLEARANCE SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND GRAF PLAN ARE APPROVED AND IMPROVED REPRESENTATIVES ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

19.– LOTS 3 & 33 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO TEXAN ROAD UNLESS SAID LOTS ARE CONSIDERED FOR COMMERCIAL DEVELOPMENT. ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 18 AND ARE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

20.– ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THE SUBDIVISION SHALL USE ON-LOT SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVISION IS RESPONSIBLE FOR PROVIDING AN OSSF SYS ALL LOTS.
A. SEWAGE DISPOSAL IS BEING DESIGNED FOR DISPOSAL OF EFFLUENT TO SURFACE ONLY.
B. A SEPARATE DESIGN SHALL BE SUBMITTED FOR CONVENTIONAL/MULTIPLE USE.
C. EACH LOT OR TRACT PLAT COMPLIES WITH THE MINIMUM PLANE SQUARE FOOT LOT AREA WITH POTABLE WATER SUPPLY.
D. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
E. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE STATE LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATION HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
F. APPROVED TYPICAL FEATURE APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

LAURA COFFMAN, VICE-PRESIDENT
OF SOX FAVE INC.

21.– NO BUILDING SHALL BE OCCUPIED UNTIL THE OWNER OR SUBDIVIDER OF ELITE VILLAGE SUBDIVISION PHASE II RELEASES AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESIGNED ON SHEET No. ___ OF THIS PLAT.

22.– ANY PURCHASER CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DETERMINING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES SHALL BE MADE AVAILABLE TO THE SUBDIVISION.

23.– NO BUILDINGS ARE ALLOWED ON STRUCTURAL LOTS. 9' SIDEWALKS MAY BE REQUIRED ON COMMERCIAL OR NONRESIDENTIAL BY THE COUNTY'S PLANNING DEPARTMENT AND/OR THE BUILDING PERMIT PROCESS IN PARTICULAR THOSE LOTS THAT HAVE FRONTAGE ON TEXAN ROAD.

24.– CROSS-HATCHED AREA IS TEMPORARY EASEMENT FOR TURN-AROUND USES. ROADWAY IS EXTENDED TO THE WEST. EASEMENT TO EXPIRE WHEN THE STREET IS EXTENDED TO THE WEST.

25.– ALL LOTS IN ELITE VILLAGE SUBDIVISION PHASE II SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO RUNOFF FROM SAID LOTS IN ELITE VILLAGE SUBDIVISION PHASE II SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREA. LOT OWNERS OF ELITE VILLAGE SUBDIVISION PHASE II SUBDIVISION SHALL NOT CONSTRUCT OR ALLOW ANY OBSTRUCTION OF ANY KIND ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY AND DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY RESERVE THE RIGHT TO ENFORCE THIS PLAT NOTE, BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR DRAINAGE DISTRICT MAY ALSO PERFORM ANY MAINTENANCE NECESSARY AND / OR REMOVE ANY OBSTRUCTION FROM THE LOT OWNERS AT VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPOSITS IN THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS CONTAINED IN ELITE VILLAGE SUBDIVISION PHASE II SUBDIVISION, BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL, AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND AUTHORITY, TO RELEASE THE DRAINAGE EASEMENT, SURRENDERING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT OF WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

26.– FENCING ALONG THE NORTH SIDE OF LOTS 19 THROUGH 22, AND 24 SHALL BE ALONG THE SOUTH SIDE OF THE LEVEE EASEMENT/R.O.W.

INDEX OF SHEETS

SHEET 1.– BOUNDARY AND LOCATION MAP AND ALL PRINCIPAL DIMENSIONS (METES AND, BOUNDS), EASEMENT LOCATION, DEDICATION, PLAT NOTES AND RESTRICTIONS, GRANTEE'S CERTIFICATION, SURVEYOR'S CERTIFICATION, APPROVALS, CERTIFICATE OF APPROVAL, PLANNING & ZONING COMMISSION ACKNOWLEDGMENT, INDEX OF SHEETS, LOCATION MAP, AND VICINITY MAP.

SHEET 2.– DIMENSIONAL NOTES, INCLUDING DESCRIPTION OF WATER AND SANITARY SEWERAGE AND DRAINAGE & CERTIFICATION BLOCKS AND CERTIFICATION CERTIFICATE OF APPROVAL BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 16, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, HIDALGO COUNTY HEALTH AUTHORITY, HIDALGO COUNTY ENGINEER OR HER DESIGNEE, CITY OF MISSION APPROVAL, AND CERTIFICATE OF APPROVAL BY THE CITY OF MISSION.

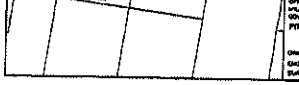
SHEET 3.– DRAINAGE PLANS INCLUDING DESCRIPTION OF WATER AND SANITARY SEWERAGE AND DRAINAGE & CERTIFICATION BLOCKS AND CERTIFICATION CERTIFICATE OF APPROVAL BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 16, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, HIDALGO COUNTY HEALTH AUTHORITY, HIDALGO COUNTY ENGINEER OR HER DESIGNEE, CITY OF MISSION APPROVAL, AND CERTIFICATE OF APPROVAL BY THE CITY OF MISSION.

REVISION NOTES

No.	Date	By	Description

LOCATION MAP

SCALE: 1:2000



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

ELITE VILLAGE SUBDIVISION PHASE II, IS LOCATED IN WEST HIDALGO COUNTY, 1,399.94' NORTH OF THE INTERSECTION OF MILE 4 NORTH ROAD (FM 2221) AND ON THE WEST SIDE OF TEXAN ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 67,116). ELITE VILLAGE SUBDIVISION PHASE II, LIES FIVE MILES WITHIN THE CITY LIMITS AND FOUR MILES FROM THE CITY'S 5½-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §212.003 AND 001 IN PUB. NO. 3

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	LAURA COFFMAN, VICE-PRESIDENT OF SOX FAVE INC.	PO BOX 370665	MISSION, TX. 78504	(956)585-4368	(956)580-6067
ENGINEER	ALFONSO CANTARILLA	124 E. STUART	EDINBURG, TX 78539	(956)381-6480	(956)381-6477
SURVEYOR	ALFONSO CANTARILLA	124 E. STUART	EDINBURG, TX 78539	(956)381-6480	(956)381-6477

QUANTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUART ST. PHONE (956)381-6480
EDINBURG, TEXAS 78539 FAX (956)381-6477
REGISTRATION NUMBER F-4163 Quantanilla@aol.com
SURVEYING REGISTRATION NUMBER 100610-00

SHEET NO. 1 OF 3 SHEETS	PLAT OF ELITE VILLAGE SUBDIVISION PHASE II, A SUBDIVISION OF 20.00 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS
	DRAWN BY: ... CHECKED BY: ... APPROVED BY: ...
	SCALE: 1" = 100' DATE: MARCH 18, 2008 JOB NO. ...

	PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	URBANO VILLARREAL	3-11835
2.		
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: November 8, 2011	

Rev. 02-19-10

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: 3-11835
10/31/11

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:
Urbano Villarreal
Name: Yvonne E. Villarreal
7015 N Bentsen Palm Dr
Address: ~~820 N La H~~
Mission, TX.
78574
Phone: (956)534-56-85

	Temporary Service	Final Service
Approved by Environmental Health:		agnelemontes
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	11/01/11

Water Supplier: NA

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: 100327894-

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as:
Urbano Villarreal Sub. Lote #1,

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 8/18/11);

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 Humberto Garza);

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 Agnele);

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 Antons);

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

_____ _____ _____
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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956-205-7049

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

Precinct 1 2 3 4

Application No: 311835
10/31/11

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: Urbano Villarreal
Yvonne E. Villarreal

Address: 7015 N Bentsen Palm Dr.
Mission, Tx. 78574

Phone: (956) 534-56-85

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

Urbano Villarreal Sub. Lote #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

Yvonne E. Villarreal — Requesting Party (Signature)

10-31-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ✓ Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- ✓ Other (describe) copy of 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:

11/1/11 — **Date**

County Official

State Bar of Texas Form

WARRANTY DEED
WITH VENDOR'S LIEN

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

THE STATE OF TEXAS
COUNTY OF HIDALGO
This is to certify that the above and foregoing instrument is a true and correct copy of the original filed for record
KITTLEMAN, THOMAS, RAMIREZ & GONZALES, P.L.L.C.

DATE: July 25, 2002

GRANTOR: JOSE LUIS CRUZ and wife, ENEDINA CRUZ

GRANTOR'S MAILING ADDRESS: 1608 E. 3 Mile Line, Mission, Hidalgo County, Texas 78572.

GRANTEE: URBANO VILLARREAL

GRANTEE'S MAILING ADDRESS (including county): Rt. 26 Box 7750-C, Mission, Hidalgo County, Texas 78572.

CONSIDERATION: Ten and No/100 ($10.00) Dollars and the execution and delivery by Grantee of a certain promissory note of even date herewith in the principal amount of $52,380.00, payable to the order of JOSE LUIS CRUZ AND WIFE, ENEDINA CRUZ as therein provided, the payment of the note is additionally secured by a Deed of Trust, Security Agreement and Financing Statement of even date herewith to Scott A. Walsh, Trustee. The vendor's lien herein retained shall serve as additional security for the payment of the above described note.

PROPERTY:

Being a 8.34 acre tract of land, more or less, out of Lot Ten (10) and Lot Eleven (11), Linda Vista Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 8, Page 11 Map Records, Hidalgo County, Texas, as recorded in Volume 8, Page 11, Map Records, Hidalgo County, Texas, said tract of land being more particularly described by metes and bounds as follows:

COMMENCING for reference at the Southeast corner of Lot 10, and also being the centerline of Bentsen Palm Drive,

THENCE, North 08 degrees 50 minutes 00 seconds East, with and along the East line of Lot 10, a distance of 198.93 feet to a point for the Southeast corner of this description for the POINT OF BEGINNING.

THENCE, North 81 degrees 10 minutes 00 seconds West, parallel to the South line of Lot 10, a distance of 35.00 feet pass a one-half (1/2) inch diameter iron rod found at the existing West right-of-way line of Bentsen Palm Drive, and a total distance of 1458.30 feet to a one-half (1/2) inch diamcter iron rod set for the Southwest corner, and also being a point on the West line of Lot 10;

THENCE. North 08 degrees 50 minutes 00 seconds East, with and along the West line of Lot 10 and Lot 11. a distance of 99.77 feet pass the common lot of Lot 10 and Lot 11, and a total distance of 249.12 feat to a one-half (1/2) inch diameter iron rod set for the Northwest corner;

THENCE, South 81 degrees 10 minutes 00 seconds East, parallel to the South line of Lot 11, a distance of 1423.30 feet pass a one-half (1/2) inch diameter iron rod found at the existing West right-of-way line of Bentsen Palm Drive, and a total distance of 1458.30 feet to a railroad spike found for the Northeast corner;

THENCE, South 08 degrees 50 minutes 00 seconds West, with and along the East line of Lots 10 and 11, a distance of 149.35 feet pass the common Lot line of Lots 10 and 11 and a total distance of 249.12 feet to a point for the Southeast corner of this description for the POINT OF BEGINNING, said tract of land containing 8.34 acres, more or less.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instrument dated December 8, 1998, recorded under Clerk's File No. 734838, Official Records, Hidalgo County, Texas.
2. Easement granted to TENNESSEE GAS TRANSMISSION CO., as set forth in instrument recorded in Volume 848,Page 233, Deed Records, Hidalgo County, Texas. (Blanket)
3. Subject to any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.
4. Subject to any portion of subject property described herein lying within canal right of way.
5. Easements, Rules, Regulations and Rights in favor of Hidalgo County Irrigation District No. 6. (Blanket)
6. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
7. Easements. or claims of easements, which are not recorded in the public records.
8. Taxes for 2002 and subsequent years and subsequent assessments for prior years due to change in land usage or ownership.

Grantor, for the consideration and subject to the reservations from the 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 hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

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

Jose Luis Cruz and wife, Enedina Cruz have advanced that portion of the purchase price of the property that is evidenced by the first lien note. In consideration of that payment, Jose Luis Cruz and wife, Enedina Cruz hereby retain a first and superior vendor's lien against and superior title to the property.

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

JOSE LUIS CRUZ

ENEDINA CRUZ

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 31st day of July, 2002 by JOSE LUIS CRUZ and wife, ENEDINA CRUZ.

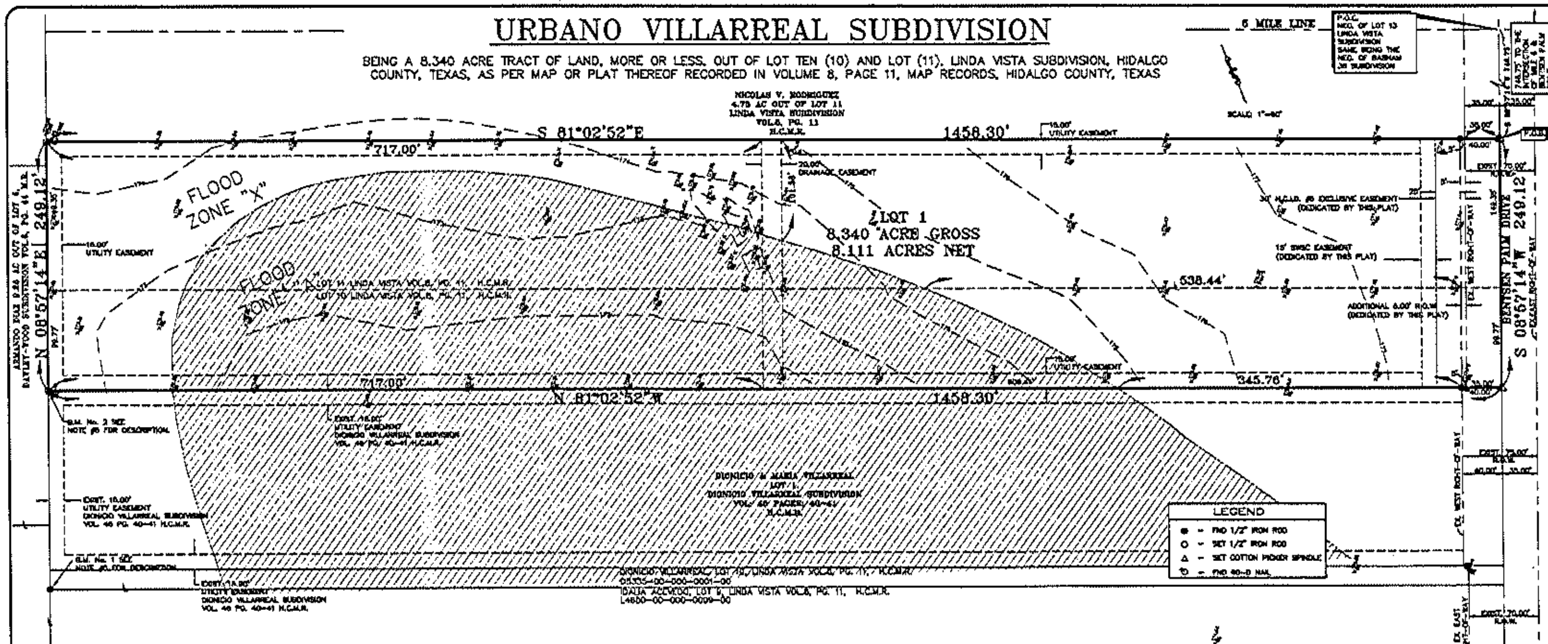
Notary Public, State of Texas

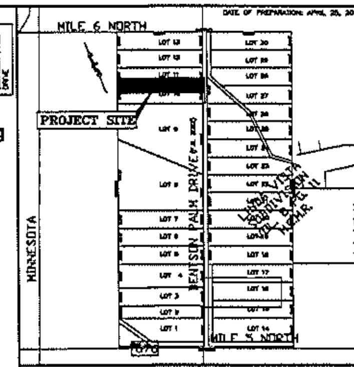
AFTER RECORDING RETURN TO:
Mr. Urbano Villarreal
Rt 26 Box 7750-C
Mission, Texas 78572

MIRIAM P. LOZANO
MY COMMISSION EXPIRES
July 8, 2006

URBANO VILLARREAL SUBDIVISION

BEING A 8.340 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT TEN (10) AND LOT (11), LINDA VISTA SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 11, MAP RECORDS, HIDALGO COUNTY, TEXAS





LOCATION MAP SCALE: 1" = 1000'

SUBDIVISION PLAT OF **URBANO VILLARREAL SUBDIVISION**

BEING A 8.340 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT TEN (10) AND LOT (11), LINDA VISTA SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 11, MAP RECORDS, HIDALGO COUNTY, TEXAS

METES AND BOUNDS

BEING ALL THAT CERTAIN 8.340 ACRES TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDORS LIEN FROM JOSE LUIS CRUZ AND WIFE ENEDINA CRUZ TO URBANO VILLARREAL, DATED JULY 25, 2002 AND RECORDED IN DOCUMENT NUMBER 1122021 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, SAID TRACT BEING OUT OF LOT 10 AND LOT 11 OF THE LINDA VISTA SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 8, PAGE 11 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 8.340 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 13 OF THE SAID LINDA VISTA SUBDIVISION, SAME BEING THE NORTHEAST CORNER OF THE BARBAM 36 SUBDIVISION RECORDED IN VOLUME 30, PAGE 102A OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, A POINT FOR CORNER ON THE CENTERLINE OF BENTSEN PALM DRIVE;

THENCE, SOUTH 08°57'14" WEST ALONG THE CENTERLINE OF THE SAID BENTSEN PALM DRIVE AND THE EAST LINE OF THE SAID LINDA VISTA SUBDIVISION, PASS ON LINE AT 597.4 FEET THE SOUTHEAST CORNER OF LOT 12 AND NORTHEAST CORNER OF LOT 11 OF THE SAID LINDA VISTA SUBDIVISION, AT 746.75 FEET A COTTON PICKER SPINDLE SET FOR FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND ON THE CENTERLINE OF BENTSEN PALM DRIVE AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 08°57'14" EAST ALONG THE CENTERLINE OF THE SAID BENTSEN PALM DRIVE AND THE WEST LINE OF THE SAID LINDA VISTA SUBDIVISION, PASSING AT 146.30 FEET THE SOUTHEAST CORNER OF THE SAID LOT 11 AND THE NORTHEAST CORNER OF THE SAID LOT 10, AND CONTINUING A TOTAL DISTANCE OF 249.12 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 81°02'52" WEST, ACROSS THE SAID LOT 10 OF THE SAID LINDA VISTA SUBDIVISION, AT 34.63 FEET PASS AN IRON ROD FOUND LOCATED 1.73 FEET SOUTH OF THE BOUNDARY LINE, AT 40.00 FEET PASS A CAPPED IRON SET AT THE RECOGNIZED WEST RIGHT-OF-WAY OF THE SAID BENTSEN PALM DRIVE, AT 1457.86 FEET PASS A CAPPED IRON ROD FOUND 2.20 FEET SOUTH OF THE BOUNDARY LINE, AND CONTINUING FOR A TOTAL DISTANCE OF 1458.30 FEET TO A CAPPED IRON ROD SET ON THE WEST LINE OF THE SAID LINDA VISTA SUBDIVISION, SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 08°57'14" EAST IN PART WITH THE WEST LINE OF LOTS 10 AND 11 OF THE SAID LINDA VISTA SUBDIVISION, PASSING AT 99.77 FEET THE NORTHWEST CORNER OF LOT 10 AND THE SOUTHWEST CORNER OF LOT 11 OF THE SAID LINDA VISTA SUBDIVISION, CONTINUING A TOTAL DISTANCE OF 249.12 FEET TO A CAPPED IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT ON THE WEST LINE OF LOT 11 OF THE SAID LINDA VISTA SUBDIVISION;

THENCE SOUTH 81°02'52" EAST ACROSS LOT 11 OF THE SAID LINDA VISTA SUBDIVISION, PASSING AT 1418.30 FEET A CAPPED IRON-ROD SET ON THE WEST RIGHT-OF-WAY OF THE SAID BENTSEN PALM DRIVE, CONTINUING FOR A TOTAL DISTANCE OF 1458.30 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND AND CONTAINING 8.340 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

GILBERT J. GUERRA P.E. 6/23/11 DATE
REG. PROFESSIONAL ENGINEER NO. 60156

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

JAMES W. GRIFFITH 6/8/11 DATE
REG. PROFESSIONAL LAND SURVEYOR NO. 1888
GRIFFITH CONSULTING
SURVEY FIRM NO. 101698-00

GENERAL PLAT NOTES

1 FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "X" AND "A"
ZONE "X" AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY-PANEL NO. 480334 0250 D EFFECTIVE DATE JUNE 6, 2000
[illegible]

2 SETBACKS:

FRONT:	40.00	FEET
REAR:	38.00	FEET (OR TO EASEMENT LINE, WHICHEVER IS GREATER)
SIDE:	10.00	FEET (OR TO MATCH EASEMENT LINE)

3 GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: [illegible]

4 MINIMUM FINISH FLOOR NOTE: [illegible]

5 BENCHMARKS (B.M.): THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. NO. 1: [illegible]
B.M. NO. 2: [illegible]

6 DRAINAGE SWALE EASEMENTS NOTE: [illegible]

7 ALL LOTS IN URBANO VILLARREAL SUBDIVISION ARE HEREBY GRANTED A DRAINAGE SWALE EASEMENT [illegible]

8 ON-SITE SEWAGE FACILITIES (OSSF) NOTE: [illegible]

9 THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10 URBANO VILLARREAL, THE OWNERS & SUBOWNERS OF URBANO VILLARREAL SUBDIVISION, RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

11 NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. [illegible]

12 EACH PURCHASED 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.

13 ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET [illegible]

14 AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT [illegible]

15 ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS. NO SIDEWALK REQUIRED ON THIS SUBDIVISION.
ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS.

16 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 [illegible] OF STORM WATER RUNOFF. [illegible] (SEE SHEET NO.2 OF THIS PLAT)

17 NO SIDEWALKS REQUIRED BY THIS SUBDIVISION

STATE OF TEXAS – COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, URBANO VILLARREAL, AS OWNER OF THE 8.34 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED URBANO VILLARREAL SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE, OF STREETS, PARKS, AND EASEMENTS SHOWN HEREON. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

URBANO VILLARREAL DATE
RT. 8 BOX 1918
MISSION, TX 78574

STATE OF TEXAS – COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED URBANO VILLARREAL, PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11TH DAY OF July 2011

NOTARY PUBLIC 02-11-13 MY COMMISSION EXPIRES

STATE OF TEXAS – COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE
UNDER LOCAL GOVERNMENT CODE §232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE URBANO VILLARREAL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON ________ 2011.

HIDALGO COUNTY JUDGE DATE ATTEST: HIDALGO COUNTY CLERK DATE

STATE OF TEXAS – CITY OF MISSION
PLAT APPROVAL CERTIFICATE

I, THE UNDERSIGNED, MAYOR TO THE CITY OF MISSION, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CITY MAYOR DATE CITY SECRETARY DATE

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF MISSION TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

PLANNING AND ZONING COMMISSION CHAIRMAN 7/13/11 DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(A). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

BY 05/02/11 DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 CERTIFICATE

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 ON THIS 22 DAY OF June 2011

SUBJECT TO THE FOLLOWING:
1) NO BUILDING ALLOWED ON TOP OF AN IRRIGATION LINE. 2) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY AND EASEMENTS OF DISTRICT; AND 4) IF SUBDIVISION IS NOT NECESSARY IRRIGATION FACILITIES TO EACH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.

PRESIDENT 6-22-11 DATE SECRETARY DATE

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF URBANO VILLARREAL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON ____ DAY OF July 2011

HIDALGO COUNTY RIGHT WAY DIRECTOR DATE

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF URBANO VILLARREAL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON 26 DAY OF ____ 2011

HIDALGO COUNTY ASSISTANCE CHIEF INSPECTOR 7/26/11 DATE

APPROVED BY COMMISSIONERS COURT ON 7-26-11

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

URBANO VILLARREAL SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO.3 ON THE WEST SIDE OF HIDALGO COUNTY, ALONG THE WEST RIGHT-OF-WAY LINE OF BENTSEN PALM DRIVE AND BETWEEN MILE 5 NORTH (FM 676) AND "MILE" SOUTH FROM MILE 6 NORTH. THE ONLY NEAREST MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE U.S. CENSUS BUREAU. THE 2010 POPULATION ESTIMATE IS [illegible] URBANO VILLARREAL SUBDIVISION FALLS INSIDE MISSION 2.5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021.

PRINCIPAL CONTACTS:

	NAME		ADDRESS		PHONE & FAX	
OWNER:	URBANO VILLARREAL		RT. 8 BOX 1918	MISSION, TX 78574	(956) 585-4210	
ENGINEER:	GILBERT J. GUERRA	P.E.	323 W. CANO STREET, SUITE 100	EDINBURG, TX 78539	(956) 380-5152	(956) 380-5083
SURVEYOR:	JAMES W. GRIFFITH	R.P.L.S.	4000 [illegible] SPRINGS	ROUND ROCK, TX 78664	(512) 826-0023	

INDEX OF URBANO VILLARREAL SUBDIVISION

SHEET 1	PLAT WITH LOT, EXISTING STREETS, EXISTING R.O.W. AND ADDITIONAL R.O.W. DESIGNATIONS, SEPTIC TANK NOTES, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED, PRINCIPAL CONTACTS, HEADING, ETA LEGAL DESCRIPTION (METES AND BOUNDS), PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, AND THE FOLLOWING CERTIFICATES: PUBLIC NOTARY, COUNTY'S CLERK RECORDING, COUNTY PLAT APPROVAL, CITY PLAT APPROVAL, H.C.D.D. NO. 1, H.C.I.D. NO. 6, SURVEYOR'S AND ENGINEER'S, H.C.R.O.W. AND H.C.H.D.
SHEET 2	UTILITY LAYOUT, ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS) INCLUDING DESCRIPTION OF WATER AND WASTE, WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), SAMPLE OF LOG BORE FOR OSSF SYSTEM, OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION, DRAINAGE STATEMENT, TYPICAL DETAILS WATER SERVICE CONNECTION AND DRAINAGE SWALE CROSS-SECTION, TOPOGRAPHY AND DRAINAGE MAP DESIGN.

DATE OF PREPARATION: APRIL 25, 2011

RIO DELTA ENGINEERING

FIRM REGISTRATION No. F-7628
921 S. 10TH AVENUE
EDINBURG TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DRAWN: ERIC YBARRA
DESIGN: GILBERT J. GUERRA
CHECKED: GILBERT J. GUERRA
SURVEYOR: JAMES W. GRIFFITH
SCALE: 1"=60'
DATE: FEBRUARY 24, 2009

PLAT SHEET
URBANO VILLARREAL SUBDIVISION
MISSION, TEXAS

PROJECT: SUB 06 021
SHEET NO.: 1 OF 2

Chapter 232 Texas LGC Application

APPLICATION NO:
3-11835
Oct. 31, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

U4005-00-000-0001-00

[1] OWNER: VILLARREAL, URBANO
7015 N BENTSEN PALM DR

MISSION, TX 78574
Telephone No. 534-5685

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 990 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE A

[7] LEGAL DESC./NAME OF SUBDIVISION
URBANO VILLARREAL LOT 1
A-25

LOCATION: 0 BENTSEN PALM DR & 5 3/4 M

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $25,000

[11] SPECIAL FLOOD HAZARD AREA: ✓ YES ____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 50' SIDES 15' REAR 35'
AS PER COE

Sandra Cantu — Prepared by — 10/31/11 — Date

R. Cantu — Approved by — 10/31/11 — Date

Signature of Owner or Applicant — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [ ]

Flood Zone: MI
Panel No. /Suffix: 0290 D Pct: 3
Community No.: 480334

Certification of Elevation Required: ____ YES ✓ NO (SL) ____ 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.

AI-29506 **5. A.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 plan hardship withdrawal request for Employee #089761

BACKGROUND

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 10:02 AM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Monica Badillo Started On: 11/03/2011 09:47 AM

Final Approval Date: 11/04/2011

Hidalgo County 7/23/2010 9:35:48 AM PAGE 2/002 Fax Server

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Employee #089761

Please print or type.
Plan Name 457 Savings Plan
Participant Name [redacted] Dept 3
Address [redacted]
Social Security No. [redacted] me Phone No. [redacted]

SECTION I - Hardst

I understand that this w financial hardshi the withdrawal is neces financial need. distributions, other than and all other n me under the Plan, as Company. I u taxable as ordinary Inc ceive it. In addition, unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(X) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 250.00 Year-to-date deferrals 700.00

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? ✓ If so what was the amount taken $ 700.00

I hereby request a hardship withdrawal from my account. I read and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X _____ Date 10-11-11

SECTION II - Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III - Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 980-7133

cc 11/8/11

AI-29477 **6. A.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

398th District Court:
Approval to pay annual membership dues to the National Council of Juvenile and Family Court Judges for the 398th District Court Judge Aida Salinas Flores in the total amount of $195.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-00-009-001-0-810

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

BUDGETARY IMPACT:

Funds available as of 11/03/2011, refer to Req. #00205539.

Attachments

NCJFCJ

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 03:24 PM
Sylvia Solis	Sylvia Solis	11/03/2011 08:40 AM
Purchasing Department	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Esther Cantu Started On: 11/02/2011 03:05 PM

Final Approval Date: 11/04/2011

NATIONAL COUNCIL OF
JUVENILE AND FAMILY COURT JUDGES

est. 1937

MEMBERSHIP DUES INVOICE

Membership Year: October 1, 2011 through September 30, 2012

Includes: Juvenile and Family Law Digest, Juvenile and Family Court Journal, TODAY Magazine, a contribution to the NCJFCJ Endowment, and a copy of the Membership Directory.

Bill To: 13333

County of Hildago
100 N. Closner
2nd Floor
Edinburg, TX 78539

ID	Member Name	Membership Type	Dues Amount
9981	Honorable Aida Flores	Individual Judge Member	$195.00
		Total Amount Due:	$195.00

Total Enclosed: $ _____

Payment may be made by check, Visa, MasterCard, American Express, or Discover. **Please circle one.**

_____ _____ _____
Number Security Code Expiration Date

_____ _____
Cardholder Signature Name on Card

INVOICE RECEIVED BY: _____
ON _____
GOODS/SERVICES RECEIVED BY: _____
ON _____

Thank you for your payment! Please return a copy of this invoice with your payment. In order to qualify for full membership status, the entire amount must be received. If your address is incorrect, or if you have any other questions, please contact Dorothy Hall with Membership Services at (775) 784-1548 or dhall@ncjfcj.org.

NCJFCJ Federal Tax ID#: 36-2486896

University of Nevada P.O. Box 8970 Reno, NV 89507
1041 North Virginia Street Third Floor Reno, NV 89503
Phone: 775 / 784-6012 Fax: 775 / 327-5063

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS)(

COUNTY OF HIDALGO)(

I, **AIDA SALINAS FLORES,** do hereby state that my membership in the **NATIONAL COUNCIL OF JUVENILE AND FAMILY COURT JUDGES** on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official /employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County government and the benefit of me as a County official or employee;

2. The association or organization is not affiliated with a labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

Signature _____

Title 398TH DISTRICT COURT JUDGE

Before me, a Notary Public appeared **AIDA SALINAS FLORES** and on his/her oath deposed and stated that the facts set forth in the above affidavit to the true and correct in every respect.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

ESTER CANTU
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-13-2015

AI-29484 **6. B.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

398th District Court:
Approval to pay annual membership dues to the College of the State Bar of Texas for Judge Aida Salinas Flores in the total amount of $60.00 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-00-009-001-0-810

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

BUDGETARY IMPACT:

Funds available as of 11/03/2011, refer to Req. #00205542.

Attachments

STATE BAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 03:48 PM
Sylvia Solis	Sylvia Solis	11/03/2011 08:40 AM
Purchasing Department	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Esther Cantu Started On: 11/02/2011 03:32 PM

Final Approval Date: 11/04/2011

The College
of the
STATE BAR OF TEXAS
Professionalism Through Education
www.TexasBarCollege.org
800 204-2222 ext 1819 • 512 427-1819
P.O. Box 12487, Austin TX 78711

Maintaining Member Return Page

10/28/2011

State Bar College Certification

Complete and Return with $60.00 By 12/31/2011
Bar Card #: 07162200

HON. AIDA SALINAS FLORES
P.O. BOX 4489
EDINBURG, TX 78540

STATE BAR COLLEGE
P.O. BOX 12487
AUSTIN, TX 78711

While the fee is not due until **December 31st,** you can submit it any time between now and then. Consider paying by credit card online at TexasBarCollege.org; you'll help us save time, paper, and postage!

Make check payable to State Bar College or Charge:

(_) Mastercard (_) VISA (_) American Express (_) Discover

Account Number Exp. Date

Signature

If you wish to receive a new membership certificate, please TYPE or PRINT your name exactly as it should appear on the certificate:

Otherwise, a 2012 certificate sticker that can be affixed to your current certificate will be mailed to you.

Thank you!

INVOICE RECEIVED BY:
ON
GOODS/SERVICES RECEIVED BY:
ON

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS)(

COUNTY OF HIDALGO)(

I, **AIDA SALINAS FLORES,** do hereby state that my membership in the **STATE BAR COLLEGE OF TEXAS** on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official /employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County government and the benefit of me as a County official or employee;

2. The association or organization is not affiliated with a labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

Signature _____

Title 398TH DISTRICT COURT JUDGE

Before me, a Notary Public appeared **AIDA SALINAS FLORES** and on his/her oath deposed and stated that the facts set forth in the above affidavit to the true and correct in every respect.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

ESTER CANTU
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-13-2015

AI-29481 **6. C.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

398th District Court:
Approval to pay annual membership dues to the American Judges Association for Judge Aida Salinas Flores in the total amount of $150.00 with authority for County Treasurer to issue check after review, audit and processing procedures are complete by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-412-00-009-001-0-810

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

BUDGETARY IMPACT:

Funds available as of 11/03/2011, refer to Req. #00205541.

Attachments

AJA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 03:46 PM
Sylvia Solis	Sylvia Solis	11/03/2011 08:40 AM
Purchasing Department	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Esther Cantu Started On: 11/02/2011 03:24 PM

Final Approval Date: 11/04/2011

300 Newport Avenue, Williamsburg, VA 23185
Phone (757) 259-1841 / Fax (757) 259-1520

MEMBERSHIP INVOICE

Member Id: 155604

October 24, 2011

Hon. Aída Salinas Flores
Judge
398th Judicial District Court
100 North Closner, 2nd Floor
Edinburg, TX 78539

INVOICE RECEIVED BY: _____ ON _____
GOODS/SERVICES RECEIVED BY: _____ ON 10/31/11

FIRST NOTICE

Phone: (956) 318-2470 Fax: (956) 318-2475
E-mail: aida398@aol.com

American Judges Association is the largest independent judicial organization in North America, including members from the United States, Canada and Mexico. AJA provides judges the opportunity for continuing legal education and the exchange of ideas between other judges, while working with colleagues to promote the effective administration of justice. **A subscription to the journal, *Court Review*, as well as the electronic newsletter, *AJA Benchmark*, is included as part of your AJA membership.** We must have your e-mail address in order for you to receive *AJA Benchmark*. Visit AJA's website at http://aja.ncsc.dni.us to learn more about the activities of AJA.

Please take this opportunity to renew your membership and continue your participation in the Association.

Annual Membership in AJA: Regular 1 yr $150.00

Renew Period: 12/01/2011 - 11/30/2012

AJF

American Judges Foundation, created in 1963 as a partner of AJA, the Foundation is a nonprofit corporation formed for the purpose of promoting and improving the Judiciary and Justice by providing financial and other support to projects and groups that promulgate these objectives. In particular, AJF supports the annual Law Student Essay Competition and created an informational pamphlet for judges on dealing with victims of domestic violence in their courts.

Annual Contribution to AJF: ☐ **$ 35.00** **Additional Contribution:** ☐ **$50.00** ☐ **$75.00** ☐ **$_____**

AJF DOES NOT ACCEPT CREDIT CARDS

Method of Payment : FED I.D.#84-0505908 (AJA) / FED I.D.#84-0533725 (AJF)

☐ Enclosed is my check for $_____ for **AJA** made payable to **American Judges Association**

☐ Enclosed is my check for $_____ for **AJF** made payable to **American Judges Foundation** (no credit cards accepted)

☐ Charge $_____ to: ☐ VISA ☐ MASTERCARD ☐ DISCOVER (No other credit cards accepted).

Card # _____

Exp. Date: _____ Signature _____ (Required for credit card charges)

PLEASE RETURN A COPY OF TIIIS INVOICE WITH YOUR REMITTANCE. Thank you.

AJA members qualify for special member registration fees at the annual conference – see http://www.aja.ncsc.dni.us

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS)(

COUNTY OF HIDALGO)(

I, **AIDA SALINAS FLORES,** do hereby state that my membership in the **AMERICAN JUDGES ASSOCIATION** on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official /employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County government and the benefit of me as a County official or employee;

2. The association or organization is not affiliated with a labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

Signature _____

Title 398TH DISTRICT COURT JUDGE

Before me, a Notary Public appeared **AIDA SALINAS FLORES** and on his/her oath deposed and stated that the facts set forth in the above affidavit to the true and correct in every respect.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

ESTER CANTU
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-13-2015

AI-29417 **7. A.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Monthly collection reports for September 2011.

OFFICE	FEES & COST	MONTH
The Hon. Celestino Avila, Constable Precinct No. 1	$ 550.00	September 2011
Mr. Juan Martinez, Fire Marshal	$ 10,325.00	September 2011
Ms. Angie Chapa, Law Librarian	$ 1,218.50	September 2011
The Hon. Arturo Guajardo, Hidalgo County Clerk	$ 482,234.16	September 2011

BACKGROUND

Attachments

report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/01/2011 09:15 AM
Erika Zamora	Erika Zamora	11/03/2011 01:47 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Maria Medina Started On: 11/01/2011 08:08 AM

Final Approval Date: 11/04/2011

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 31, 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. Celestino Avila, Constable Precinct No. 1	$ 550.00	September 2011
Mr. Juan Martinez, Fire Marshal	$ 10,325.00	September 2011
Ms. Angie Chapa, Law Librarian	$ 1,218.50	September 2011
The Hon. Arturo Guajardo, Hidalgo County Clerk	$ 482,234.16	September 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.

Constable Celestino A...ila Jr. Monthly Report

For the Month Ending September 2011

Date	Plaintiff	Defendant	Receipt #	Cause #	Type of Service	In/Out County	Court	Treasurer #	Amount Due
Thursday, September 08, 2011	Star Electicity LLC dba Startex	Evangelina Garcia	010506-1	CV12C0089835	Precept To Serve	Out of County	Justice Clerk	149619	$70.00
Tuesday, September 13, 2011	Action Career Training	Carlos Herrera	010507-1	SC11-22102J12	Small Claims	~~In County~~ Out-of-Co	Justice Clerk	149780	$70.00
Tuesday, September 13, 2011	Action Career Training	Nicholas Tresnicky	010507-1	SC11-22101J12	Small Claims	~~Out of County~~ OK	Justice Clerk	149780	$70.00
Tuesday, September 13, 2011	Action Career Training	Sylvia Castaneda	010507-1	SC11-22101J12	Small Claims	Out of County	Justice Clerk	149780	$70.00
Thursday, September 15, 2011	Federal National Mortgage Association	Jacquelyn L. Smith and all other Occupants	010508-1	FED11-087JM	Writ of Possession	In County	Justice Clerk	149797	$200.00
Thursday, September 22, 2011	Bugambilias Marketplace	Alicia Hernandez- pmt received from court to Constables pct. 1	010509-1	SC11-086JM	Small Claims	In County	Justice Clerk	150121	$70.00

Grand Total **$550.00** X24

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: [illegible]
DATE: 10/28/11 10/28/11

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge

Approved by: _____ *Constable, Precinct 1* *Prepared by:* _____ *Chief Deputy*

HIDALGO COUNTY FIRE MARSHAL MONTHLY REPORT

FOR THE MONTH OF SEPTEMBER 2011

PBC

DATE	APPLICANT NAME	RECEIPT NUMBER	Cash	Check	MO	TYPE OF SERVICE	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
9/2/2011	Concepcion Munoz	5192	X			Business Occupy	149487	$50.00
9/6/2011	Charlie Cavasos	5193		X		Building Permit	149548	$4,915.00
9/6/2011	Mario C. Medina	5194	X			Business Occupy	149548	$50.00
9/6/2011	Jose A. Gonzalez	5195	X			Business Occupy	149548	$50.00
9/6/2011	Salvador Rios	5196	X			Business Occupy	149548	$50.00
9/7/2011	Daisy Esparza	5197	X			Business Occupy	149560	$50.00
9/7/2011	Eloisa Romero	5198	X			Business Occupy	149560	$50.00
9/7/2011	Sandra Lara	5199	X			Business Occupy	149560	$50.00
9/7/2011	Mario Alonzo	5200	X			Business Occupy	149560	$50.00
9/8/2011	Diaz, Angela	5201	X			Business Occupy	149639	$50.00
9/8/2011	Mary Pena	5202		X		Day Care	149639	$50.00
9/12/2011	Hidalgo County Headstart San Car	5203		X		Day Care	149826	$50.00
9/14/2011	Maria Perez	5204		X		Business Occupy	149827	$50.00
9/14/2011	Steve Martinez	5205		X		Building Permit	149827	$200.00
9/14/2011	Ramon Mata	5206	X			Business Occupy	149827	$50.00
9/14/2011	Johnny Dillon	5207			X	Business Occupy	149827	$50.00
9/14/2011	Roel Berma	5208	X			Business Occupy	149827	$50.00
9/14/2011	Eliazar Ruiz	5209	X			Business Occupy	149827	$50.00
9/14/2011	Lupita Garza	5210	X			Business Occupy	149827	$50.00
9/14/2011	Benjamin Carillo	5211		X		Building Permit	149827	$200.00
9/14/2011	Isaac Hernandez	5212	X			Business Occupy	149827	$50.00
9/14/2011	Hipolito Belmares	5213		X		Building Permit	149827	$200.00
9/14/2011	Leonardo Salinas	5214	X			Building Permit	149827	$200.00
9/14/2011	Martha Bermejo	5215		X		Business Occupy	149827	$50.00
9/16/2011	Martin Talaver	5216		X		Business Occupy	149828	$50.00
9/16/2011	Fernando Barredo	5217		X		Business Occupy	149828	$50.00
9/16/2011	Mirna L. Delgado	5218	X			Building Permit	149828	$200.00
9/19/2011	Juan Aleman	5219		X		Fire Alarm System	149829	$100.00
9/19/2011	Petra Martinez	5220		X		Business Occupy	149829	$50.00
9/19/2011	Jesus Ruiz	5221	X			Business Occupy	149829	$50.00
9/20/2011	Martin Pena	5222		X		Business Occupy	149841	$50.00
9/21/2011	Rosa M. Cruz	5223	X			Business Occupy	149877	$50.00
9/21/2011	Maria A Cantu	5224	X			Business Occupy	149877	$50.00
9/21/2011	Baltazar Sanchez	5225	X			Business Occupy	149877	$50.00
9/21/2011	Gerardo Barrientos	5226	X			Business Occupy	149877	$50.00
9/21/2011	Santos Urbina	5227	X			Business Occupy	149877	$50.00
9/21/2011	Adamina Hinojosa	5228		X		Business Occupy	149877	$50.00
9/21/2011	Adan Maldonado	5229		X		Business Occupy	149877	$50.00

9/21/2011	Cleofas Solis	5230		X		Building Permit	149877	$200.00
9/21/2011	Juan Reyes	5231	X			Business Occupy	149877	$50.00
41 9/21/2011	Juan M. Villarreal	5232		X		Business Occupy	149877	$50.00
9/21/2011	Orlando Galvan Ramirez	5233	X			Business Occupy	149877	$50.00
9/26/2011	Hidalgo Co. Headstart - Progresso	5234		X		Day Care	149975	$50.00
44 9/28/2011	Even E. Gonzalez	5235	X			Business Occupy	150075	$50.00
9/28/2011	Even E. Gonzalez	5236	X			Business Occupy	150075	$50.00
9/28/2011	Juanita J. Soto	5237		X		Foster Home	150075	$50.00
9/28/2011	Nicolas Lopez	5238	X			Building Permit	150075	$200.00
9/28/2011	La Joya ISD - Andy Garcia	5239		X		Building Permit	150075	$200.00
9/28/2011	La Joya ISD - Andy Garcia	5240		X		Business Occupy	150075	$50.00
9/28/2011	John Billman	5241		X		Business Occupy	150075	$50.00
9/28/2011	Graciela Garcia de Tamez	5242	X			Building Permit	150075	$200.00
9/28/2011	Rodlfo Trevino	5243	X			Business Occupy	150075	$50.00
9/28/2011	Jose A. Garcia	5244	X			Business Occupy	150075	$50.00
9/28/2011	Mayra Garcia	5245	X			Business Occupy	150075	$50.00
9/28/2011	Alex Reyes	5246	X			Business Occupy	150075	$50.00
9/28/2011	Esmeralda Cardenas	5247	X			Business Occupy	150075	$50.00
57 9/28/2011	Delfina Ortiz	5248		X		Group Home	150075	$50.00
9/28/2011	Pablo Tovar	5249	X			Business Occupy	150075	$50.00
9/28/2011	Fernando Rodriguez	5250	X			Building Permit	150075	$200.00
9/28/2011	Leeroy Salinas	5251	X			Business Occupy	150075	$50.00
9/28/2011	Absolute Services	5252		X		Prelim. Plans Review Fire Alarm System	150075	$160.00
9/28/2011	Silvia Maria Quintanilla	5253	X			Business Occupy	150075	$50.00
163 9/28/2011	Mary Guerrero	5254	X			Business Occupy	150075	$50.00
9/28/2011	Martin Lopez	5255	X			Building Permit	150075	$200.00
9/28/2011	Jose Antonio Rodriguez	5256	X			Business Occupy	150075	$50.00
9/28/2011	Severino & Beatriz Lopez	5257	X			Business Occupy	150075	$50.00
9/28/2011	Maria L. Orta	5258	X			Business Occupy	150075	$50.00
9/28/2011	Jose H. Mejia	5259	X			Business Occupy	150075	$50.00
9/28/2011	Dolores Lopez	5260	X			Business Occupy	150075	$50.00
70 9/28/2011	Daniel Gutierrez	5261	X			Business Occupy	150075	$50.00
9/29/2011	Ernesto & Elisa Romero	5262	X			Business Occupy	150127	$50.00
9/29/2011	Randy Brulloths	5263	X			Day Care	150127	$50.00
173 9/30/2011	Domingo Villarreal III	5264		X		Group Home	150184	$50.00

X3
X10

							Grand Total	$10,325.01

This report has been personally reviewed by me and I certify the above to be true and correct to the best of my knowledge.

Approved by: _____ Fire Marshal — Date _____

Print Name: Juan Martinez

Prepared by: Yolanda Orozco — Administrative Assistant — Date 10/4/11

Print Name: Yolanda Orozco

This report is due in the Office of the County Auditor on or before the fifth (5th) business day after the end of the month.

County Auditor's Form: ARS-FM-001
Revised 10/04

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: _____ 10/24/11
DATE: 10/27/11

HIDALGO COUNTY LAW LIBRARY
MONTHLY FEES REPORT
FOR THE MONTH ENDED September 30, 2011

PBC

PART I: SUMMARY OF MONTHLY COLLECTIONS

A	B	C	D	E	F	G	H	I
		Law Library Receipt # Sequence			COUNTY TREASURER			
	Receipt Date	BEG #	END #	Total Collected	Receipt Amount	Receipt No.	Receipt Date	OVER/ (SHORT)
1	1-Sep-11	48808	48813	$ 57.75	$ 57.75	149470	09/02/11	-
2	2-Sep-11	48814	48817	$ 51.25	51.25	149501	09/02/11	-
3	3-Sep-11	0	0	$ -				-
4	4-Sep-11	0	0	$ -				-
5	5-Sep-11	0	0	$ -				-
6	6-Sep-11	48818	48829	$ 95.25	95.25	149598	09/09/11	-
7	7-Sep-11	48830	48838	$ 64.25	64.25	149599	09/09/11	-
8	8-Sep-11	48839	48847	$ 70.00	70.00	149600	09/09/11	-
9	9-Sep-11	48848	48856	$ 38.00	38.00	149700	09/14/11	-
10	10-Sep-11	0	0	$ -				-
11	11-Sep-11	0	0	$ -				-
12	12-Sep-11	48857	48869	$ 65.50	65.50	149701	09/14/11	-
13	13-Sep-11	48870	48879	$ 43.25	43.25	149702	09/14/11	-
14	14-Sep-11	48880	48885	$ 43.50	43.50	149810	09/19/11	-
15	15-Sep-11	48886	48894	$ 78.75	78.75	149811	09/19/11	-
16	16-Sep-11	48895	48900	$ 98.25	98.25	149812	09/19/11	-
17	17-Sep-11	0	0	$ -				-
18	18-Sep-11	0	0	$ -				-
19	19-Sep-11	48901	48905	$ 37.00	37.00	149835	09/21/11	-
20	20-Sep-11	48906	48909	$ 25.25	25.25	149836	09/21/11	-
21	21-Sep-11	48910	48916	$ 43.50	43.50	149867	09/22/11	-
22	22-Sep-11	48917	48925	$ 70.75	70.75	149920	09/23/11	-
23	23-Sep-11	48926	48928	$ 34.25	34.25	149953	09/26/11	-
24	24-Sep-11	0	0	$ -				-
25	25-Sep-11	0	0	$ -				-
26	26-Sep-11	48929	48934	$ 53.00	53.00	149991	09/27/11	-
27	27-Sep-11	48935	48938	$ 102.25	102.25	150094	09/29/11	-
28	28-Sep-11	48939	48948	$ 60.50	60.50	150095	09/29/11	-
29	29-Sep-11	48949	48953	$ 36.00	36.00	150206	10/04/11	-
30	30-Sep-11	48954	48959	$ 50.25	50.25	150207	10/04/11	-
31	1-Oct-11	0	0	$ -				-
TOTAL RECEIPTS AND FUNDS COLLECTED				1,218.50				0.00

LESS: REIMBURSEMENTS 0.00

FOR RECEIPT #(s):

TOTAL REVENUE COLLECTIONS 1,218.50

X23

PART II: SUMMARY OF YEARLY COLLECTIONS:

January	$ 1,310.25	July	$ 1,345.50	HIDALGO COUNTY AUDITOR'S OFFICE	
February	$ 1,496.00	August	$ 1,367.00	APPROVED BY:	
March	$ 1,600.25	September	$ 1,218.50	DATE:	10/25/11 10/27/11
April	$ 1,722.25	October	$ -		
May	$ 1,358.75	November	$ -		
June	$ 1,392.00	December	$ -		
(1) Subtotal	$ 8,879.50	(2) Subtotal	$ 3,931.00	Total (1+2)	$ 12,810.50

THIS REPORT HAS BEEN PERSONALLY PREPARED & REVIEWED BY ME & I CERTIFY IT TO BE TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE.

Cindie Chapa

LAW LIBRARIAN OF HIDALGO COUNTY, TX

This report is due in the Office of the County Auditor before the (5th) workday of the following month.

COUNTY AUDITOR'S FORM: RE- CLL-001 REVISED: 2/10

Prepared By: Pedro S. PS
Date: 10/31/11

Hidalgo County Clerk
Monthly Report
For the Month Ended September 30, 2011

Fee Account	$	260,402.82
Criminal Court Cost	$	124,932.80
Civil & Probate Court Cost	$	96,898.54
Total September 2011 Collections	$	482,234.16

1

X6

COUNTY CLERK MONTHLY FEE REPORT

SEPTEMBER
2011

******COUNTY CLERK FEE ACCOUNT******

PBC

RECORDING FEES/LGC118.013,118.011,212.004,BCC36.10				$125,163.50 X5-1 ✓
MARRIAGE LICENSES/LGC118.018 (TOTAL)				$10,002.50 X5-1 ✓
STATE COMPTROLLER				
MARRIAGE LICENSE	# Filed	X5-1 328 ✓		$9,840.00 X; X5-1 ✓
BIRTH CERTIFICATES	# Filed	X5-1 238 ✓		$428.40 X; X5-1 ✓
BIRTH DSHS	# Filed	X5-1 13 ✓		$23.79 X5-1 ✓
DECLARATION OF INFORMAL MARRIAGE	# Filed	X5-1 13 ✓		$162.50 X; X5-1 ✓
UCC-FINANCING STATEMENTS/BCC9.403				$1,162.00 X5-1 ✓
LAMINATION				$0.00
VITAL STATISTICS/LGC 118.015				
CERTIFIED COPIES/LGC 118.014				$15,668.81 X5-1 ✓
RETURNED CHECK CHARGE/LGC 118.0215				$60.00 X5-1 ✓
REFUNDS				$1,477.89 X5-1 ✓
BEER & WINE PERMITS/ABC 61.31				$0.00
PRINTER FEES/ABC 61.38				$3,516.00 X5-1 ✓
RECEIVED ON ACCOUNT				$50,274.00 X; X3-5; X5-1 ✓
RCRDS MGMT & PRESERVATION PRGM/LGC 118.0216				$42,365.00 X; X5-1 ✓
DIGITAL IMAGE FEES				$2,674.16 X; X5-1 ✓
CC RECORDS ARCHIVES FEE LGC 118.025				$45,721.00 X; X5-1 ✓
COURTHOUSE SECURITY FUND/LGC 291.008				$8,766.00 X; X5-1 ✓
VITAL ARCHIVE FEE HSC 191.0045(h)				$867.00 X; X5-1 ✓
OVER/(SHORT)				$13.01 X2; X5-1 ✓
INTEREST EARNED				$0.00
ADJUSTMENTS				$0.00
TOTAL CHARGES AND COLLECTIONS				$318,185.56 X2; X5-1; X6-2 ✓
LESS:				
CHARGES ON ACCOUNT				$52,752.05 X; X3-5; X5-1; X ✓
TOTAL DEPOSITED IN BANK				$265,433.51 ✓ X5-1; X6
LESS:				
PRINTERS FEES/ABC 61.38			$3,516.00	X5-1 ✓
BIRTH DSHS			$23.79	X5-1 ✓
REFUNDS			$1,477.89	X5-1 ✓
OVER/(SHORT)			$13.01	X5-1 ✓
SUBTOTAL				$5,030.69 X5-1
DUE TO TREASURER				$260,402.82 ✓ X5-1

DISTRIBUTION:			
COUNTY CLERK FEES	1100-341-10-180-002-0-000	$149,578.76	A, W X; X5-1 ✓
INTEREST EARNED	1100-361-11-000-006-0-000	$0.00	B, W X; X5-1
RCRDS MGMT & PRESERVATION PRGRM/LGC 118.0216	1237-341-10-180-000-0-000	$42,365.00	C, W X; X5-1 ✓
DIGITAL IMAGE FEES	1100-341-10-180-013-0-000	$2,674.16	D, W X; X5-1 ✓
CC RECORDS ARCHIVE FEE LGC 118.025	1100-341-10-180-005-0-000	$45,721.00	E, W X; X5-1 ✓
COURTHOUSE SECURITY FUND/LGC 291.008	1241-341-10-180-001-0-000	$8,766.00	F, W X; X5-1 ✓
COMPTR OF PUBLIC ACCTS-MARR FEES (MONTHLY)/LGC 118.022(a)	1100-207-20-000-040-0-000	$9,840.00	G, W X; X5-1 ✓
COMPTR OF PUBLIC ACCTS-BIRTH/DEATH CERT (QUARTERLY)/LGC 118.015(b)	1100-207-20-000-039-0-000	$428.40	H, W X; X5-1 ✓
COMPTR OF PUBLIC ACCTS-DECLARATION OF INFORMAL MARRIAGE/LGC 118.022(a)	1100-207-20-000-041-0-000	$162.50	I, W X; X5-1 ✓
PRESERVATION OF VITAL STATISTICS HSC 191.0045(h)	1100-341-10-180-010-0-000	$867.00	J, W X; X5-1 ✓
DISTRIBUTION TOTAL:		$0.00	$260,402.82 ✓ X5-1

COUNTY AUDITOR'S FORM: ARS-CC-002, PART I
REVISED 2004

PREPARED BY: M Cuellar — MARY CUELLAR, DEPUTY CLERK — 10/06/11 DATE

APPROVAL: — ARTURO GUAJARDO, JR. COUNTY CLERK — 10/06/11 DATE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: PS
DATE: 10/ 10/31/11

RECEIVED
OCT 11 2011
HIDALGO COUNTY AUDITOR'S OFFICE

HIDALGO COUNTY CLERK
CRIMINAL COURT COST
FOR THE MONTH OF SEPTMEMBER 2011
PBC

County Clerk/CCP102.005,LGC118.052,LGC118.015		1100-341-10-180-002-0-000	$7,938.15
Sheriff/CCP 102.011		1100-342-10-180-001-0-000	$2,778.11
District Attorney/CCP 102.008		1100-341-10-180-009-0-000	$4,961.35
Fines/LGC 113.004		1200-351-10-180-000-0-000	$49,270.88
Trial Fees/CCP 102.003		1100-341-10-180-006-0-000	$0.00
Stenographer/GC 25.1102f		1100-341-10-180-006-0-000	$3,968.92
Crim.Just.Plan.Fd./CCP 102.051 MISD @ $ 5.00, @ $10.00		1100-207-20-000-003-0-000	$0.00
L.E.O.S.E/GC415.082 .. MISD @ $1.00,@$1.50,@$3.50		1100-207-20-000-011-0-000	$0.00
Comp. To Victims Of Crime Fd./CCP 56.55 MISD @$3.00, @$5.00 @$10.00, @$12.50, @$15.00, @$35.00 (CVC)		1100-207-20-000-017-0-000	$0.00
Arrest Fees - State Agency/CCP 102.011			
D.P.S. MISD @ $3.00, @$5.00, @$12.00, @$35.00		1100-207-20-000-019-0-000	$195.99
T.A.B.C. MISD @ $3.00, @$5.00, @$12.00, @$35.00		1100-207-20-000-020-0-000	$37.75
T.P.W. MISD @ $3.00, @$5.00, @$12.00, @$35.00		1100-207-20-000-021-0-000	$0.00
Jury Service Fee/CCP102.0045		1100-207-20-000-053-0-000	$784.79
Jury - County Clerk/CCP102.004		1100-341-10-180-008-0-000	$44.00
Jud. & Crt. Personnel Tr. Fd./GC56.001 MISD @ $1.00		1100-207-20-000-027-0-000	$0.00
Crime Stoppers Assistance Fund/CCP102.013		1100-207-20-000-014-0-000	$0.00
State General Revenue/CCP102.015 MISD @ $2.50		1100-207-20-000-010-0-000	$0.00
Comp. Rehab Fund/CCP 102.081 MISD @ $5.00, @ $25.00		1100-207-20-000-008-0-000	$0.00
Breath Alcohol Testing/CCP102.016		1100-207-20-000-006-0-000	$0.00
County Records Mgmt Preservation/CCP102.005/LGC203		1238-341-20-180-001-0-000	$4,459.52
Records Management Preservation - CC/CCP102.005/LGC203		1237-341-10-180-000-0-000	$490.36
Courthouse Security Fund/LGC 291.007 MISD @ $1.00, @ $3.00, @ $5.00		1241-341-10-180-001-0-000	$595.49
Judicial Fund/Criminal CC Stat./GC51.702	#Cases X6 187	1100-207-20-000-046-0-000	$2,976.79
Consolidatred Court Cost(CCC) CCP 102.075 MISD A,B @ $40.00/C @ $17.00		1100-207-20-000-015-0-000	$16,471.09
Fugitive Apprehension Fund (FA)/CCP 102.019 @ $5.00		1100-207-20-000-009-0-000	$0.00
Correctional Management Institute (CMI)		1100-207-20-000-029-0-000	$0.00
County Technology Fund/CCP102.0169		1255-341-10-180-000-0-000	$668.64
DDCF-Drug Court Fund/CCP Art.102.0178 GC Art.102.0215@$50		1100-207-20-000-058-0-000	$5,992.42
DNA TESTING FEE /CCP 102.020		1100-207-20-000-030-0-000	$50.00
Juvenile Crime & Delinquency(JCD)/CCP 102.75(m) @ $0.25		1100-207-20-000-007-0-000	$0.00
Time Payment/GC 133.103 @ $12.50		1100-207-20-000-005-0-000	$1,421.85
Time Payment/GC 133.103 @ $10.00 Appropriation		1100-341-10-180-002-0-000	$1,137.49
Time Payment/GC 133.103 @ $2.50 Admin. Of Justice		1100-341-10-180-003-0-000	$284.37
Juvenile Delinquency Prevention Fund/CCP 102.0171 (Graffiti Eradication)		1240-341-10-180-001-0-000	$0.00
Delinquent Fee		1100-202-00-000-004-0-000	$0.00
Local Transaction Fee/CCP.Art.102.072		1100-341-10-180-004-0-000	$1,116.00
EMS Truama Fund/CCP102.0185		1100-207-20-000-038-0-000	$7,409.26
Public Defense Attorney/CCP26 (Court Ordered Restitution)		1100-351-20-180-001-0-000	$9,876.92
SJFC/LGC133.105, GC102.022		1100-341-10-180-012-0-000	$117.51
SJFS/LCG133.105, GC102.022		1100-207-20-000-054-0-000	$1,048.54
IDR/LGC Sec.133.107		1100-207-20-000-059-0-000	$381.60
Child Safety/CCP 102.01 @ 20.00		1100-341-10-080-005-0-000	
Constable/CCP 102.011		1100-342-10-291-000-0-000	
Failure to Appear-Court		1100-341-10-180-016-0-000	$60.67
Failure to Appear-State		1100-207-20-000-066-0-000	$303.33
Failure to Appear-Vendor		1100-202-00-000-019-0-000	$91.00
SUBTOTAL COURT COSTS....			$124,932.80
Refunds on Probate, etc.			$82.00 X6
Attorney Ad Litem Fees/CP RULE 308a			$0.00
OVER (SHORT)			$2.00 X6
SUBTOTAL			$84.00 X6
TOTAL COUNTY CLERK COLLECTIONS			$125,016.80

PREPARED BY: IRISELA MCNAMER 10/06/11 DATE

RECEIVED
OCT 11 2011
HIDALGO COUNTY AUDITOR'S OFFICE

APPROVAL: COUNTY CLERK 10/06/11 DATE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 10/19/11

X2

HIDALGO COUNTY CLERK
CIVIL AND PROBATE COURT COST
MONTHLY REPORT
SEPTEMBER 2011
PBC

County Clerk/CCP102.005,LGC118.052,LGC118.015		1100-341-10-180-002-0-000	$22,555.00
Sheriff/CCP 102.011		1100-342-10-180-001-0-000	$4,280.00
County Judge/LGC 118.101		1100-341-10-180-001-0-000	$176.00
Library/LGC 323.023		1247-341-10-180-001-0-000	$11,130.00
Stenographer/GC 25.1102f		1100-341-10-180-006-0-000	$6,920.00
Jury Fees/CCP102.004-5,CP RULE 216,GC51.60A		1100-341-10-180-008-0-000	$1,958.00
Probate Judge Education Fd/LGC 118.064		1100-341-10-180-007-0-000	$87.00
General Fund Miscellaneous Revenues		1100-360-00-000-000-0-000	$0.00
Indigent Civil Legal Services/G.C. 51.901 @ $5.00 & $10.00 346@$10	#Cases X6 346	1100-207-20-000-048-0-000	$3,460.00
Probate Indigent Civil Legal Services/G.C. 51.901 @ $5.00 & $10 29@$10	#Cases X6 29	1100-207-20-000-047-0-000	$290.00
Court Reporter Service Fee/GC51.601		1239-341-10-180-001-0-000	$4,800.00
Court Record Preservation Fee/GC51.708		1238-341-10-180-001-0-000	$3,470.00
Bond Forfeitures/CCP22.16		1200-352-10-180-001-0-000	$426.70
County Records Mgmt Preservation/LGC118.0546, 118.052, CCP102.005 MISD @ $5.00, @ $10.00		1238-341-20-180-001-0-000	$1,880.00
Courthouse Security Fund/LGC 291.007 MISD @ $1.00, @ $3.00, @ $5.00		1241-341-10-180-001-0-000	$1,772.00
Judicial Fund/Civil CC Stat./GC51.702 319@$40	# Cases X6 319	1100-207-20-000-043-0-000	$12,760.00
Judicial Fund - Civil Support/GC102.083/LGC133.154 318@$42, 1@$37	# Cases X6 319	1100-207-20-000-055-0-000	$13,393.00
Judicial Fund/Civil CC Stat. Probate/GC51.702	# Cases X6 29	1100-207-20-000-042-0-000	$1,160.00
SCIG-Probate Filing Fee	# Cases X6 28	1250-341-10-180-001-0-000	$560.00
Appellate Judicial System Fund GC 22.2141		1100-207-20-000-001-0-000	$1,740.00
District Attorney Bond Forfeitures Commission/GC41.005		1100-341-10-080-011-0-000	$50.20
Registry Administration Fee/LGC 117.055		1100-341-10-180-002-0-000	$3,171.24
Non-Disclosure Fee / GC 411.081(d)	# Cases X6 4	1100-207-20-000-037-0-000	$112.00
Interest Earnings		1100-361-11-000-006-0-000	$21.40
E-File Fee/GC2054.111		1100-341-10-180-002-0-000	$726.00

Σ=$3,750.0

TOTAL DUE TO TREASURER		$96,898.54
Refunds Due	$975.00 X6	
OVER (SHORT)	$0.00	
SUBTOTAL		$975.00 X6
TOTAL COUNTY CLERK COLLECTIONS		$97,873.54

PREPARED BY: Irisela McNamer 10/06/11
IRISELA MCNAMER DATE

APPROVAL: 10/06/11
COUNTY CLERK DATE

RECEIVED
OCT 11 2011
HIDALGO COUNTY AUDITORS OFFICE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: BS
DATE: 10/18/11 10/20/11

X2

AI-29515 **8. A.**

CC CONSENT

Meeting Date: 11/08/2011

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 $ 71,211.41 for the period of 10/16-31/2011 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice

By Organization

Certification

unemployment claims

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/03/2011 01:47 PM
Olga Garza	Olga Garza	11/03/2011 03:26 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Flora Vazquez Started On: 11/03/2011 12:40 PM

Final Approval Date: 11/04/2011

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

November 1, 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: 88233

Loss Replenishment

Re: Workers Compensation

Tristar Risk Managment hereby certifies that the attached billings for Losses Paid 10/16-10/31/11 (Check#508243-508442) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	71,211.41
TOTAL CURRENT CHARGES	$ 71,211.41
Previous Balance Due	$ 53,768.86
Total Balance Due	$124,980.27

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 10/16-10/31/11

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Drainage District #1										
					Alternate Organization 1 Total: 1					927.65
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total: 59					2,902.61
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total: 385					67,381.15
					Grand Total: 445					71,211.41

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: October 16-31, 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 $ 71,211.41 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 10/16-31/2011

(Check# 508243-508442)

1). Hidalgo County	$ 67,381.15		
2). Hidalgo County Headstart Program	$ 2,902.61		
3). Community Service Agency	$ -		
4). Drainage District #1	$ 927.65	$	71,211.41

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 November 15, 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) $ 78,788.59

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.

Dora Vasquez — 11/03/2011
Employee Benefits Director — Date

[signature] — 11/03/2011
Budget Officer — Date

Commissioner's Court Approval — Date

TEXAS ASSOCIATION OF COUNTIES

P. O. BOX 2131
AUSTIN, TEXAS 78768
1-800-456-5974

UNEMPLOYMENT FUND
DEFICIT BILLING

Hidalgo County
Honorable Norma G. Garcia, CIO
2810 S US Highway 281
Edinburg, TX 78539-6243

September 23, 2011
Entity: 1080

Dear Ms. Garcia,

In accordance with the Interlocal Agreement between the Fund and its members, a payment must be made to cover any deficit that occurs when unemployment claims exceed the deposits. We will be sending bills for deficits every quarter in an attempt to control large adjustments at year end. This system will allow you to pay unexpected claim costs as they arise, rather than letting them build up until the end of the year. Your fund balance should be close to that of your one-year reserve that will be calculated at the end of 2011.

After posting the 2011 deposits and claim charges through the second quarter of 2011, we found that your charges exceeded your deposits by $26,041.04.

Please mail your deficit payment of $26,041.04 to TAC at the following address by 10/23/11 in order to maintain your reserve.

Texas Association of Counties
P. O. Box 200989
Houston, Texas 77216-0989

If you have any questions, please feel free to call me at 1-800-456-5974.

Thank you for allowing TAC to serve you.

Sincerely,

Cynthia S. Brannen
Unemployment Fund
Program Manager

Acct #
1-340-202.00-000-006-0-000

Cash Acct. #
1-3401-101-00-000-000-0-000

HIDALGO COUNTY BUDGET OFFICE
2011 SEP 23 PM 1 32
04 03

INVOICE RECEIVED BY: CO ON 10/03/11
GOODS/SERVICES RECEIVED BY: Hid. Co. ON 2nd Qtr 2011

RECEIVED BY
HIDALGO COUNTY TREASURER
2011 SEP 28 PM 1 55

Texas Association of Counties - 2011 Unemployment Claims Report

HIDALGO COUNTY

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
ALANIS	M	Voluntary - Personal reasons.	LAST EMPLOYER	1/1/2011	Claim allowed at hearing; employer failed to participate.	$5,473.84	3,494.88	$3,494.88	$1,978.96
ALANIS	B, D	Involuntary-Violation of company policy.	LAST EMPLOYER	1/1/2011	Claim allowed by hearing officer; no misconduct.	$8,388.56	2,209.68	$2,209.68	$6,178.88
ALONZO	JUAN, A	Availability	LAST EMPLOYER	4/3/2011	Claim protested.	$9,513.19	3,732.00	$3,732.00	$5,781.19
BARRERA	RODRIGO	No Separation	BASE PERIOD	11/7/2010	Claim not protested.	$10,790.00	2,490.00	$10,790.00	$0.00
BARRERA	JORGE	Voluntary - No notice given.	LAST EMPLOYER	1/16/2011	Claimant has been disqualified.	$8,322.67	4,032.00	$5,376.00	$2,946.67
BAZAN	GRACIELA, L	Involuntary-Falsification of application.	LAST EMPLOYER	1/1/2011	Favorable determination; Indefinite disqualification	$10,192.00	1,701.91	$2,517.63	$7,674.37
BRASHER	CILIA, K	Involuntary-Violation of company policy.	LAST EMPLOYER	1/30/2011	Claim protested.	$5,649.52	2,284.00	$2,284.00	$3,365.52
CABALLERO	L	Involuntary-Unsatisfactory work performance.	LAST EMPLOYER	5/8/2011	Under appeal by employer.	$8,240.94	1,578.00	$1,578.00	$6,662.94
CANO JR	ALBERTO	Lack of Work - Lack of work.	LAST EMPLOYER	4/3/2011	Claim not protested.	$2,393.33	1,915.00	$1,915.00	$478.33
CASTRO	MARIO	Lack of Work - Lack of work.	LAST EMPLOYER	2/6/2011	Claim not protested.	$10,790.00	5,810.00	$8,300.00	$2,490.00
CAVAZOS	ANABEL	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$1,569.78	669.92	$1,255.82	$313.96
CHAVEZ	RICARDO	Voluntary - Mutual agreement (not protestable).	LAST EMPLOYER	1/1/2011	Claim allowed; employer does not wish to file an appeal.	$9,947.52	2,678.13	$7,651.80	$2,295.72
CHAVEZ	ANGELICA	Involuntary - Excessive absenteeism.	LAST EMPLOYER	4/3/2011	Under appeal by employer.	$9,379.88	3,592.00	$3,592.00	$5,787.88
CISNEROS	EMILIO	Involuntary-Misconduct related performance.	LAST EMPLOYER	1/1/2011	Claim not protested.	$10,556.00	4,872.00	$4,872.00	$5,684.00

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Texas Association of Counties - 2011 Unemployment Claims Report
HIDALGO COUNTY

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
CONTRERAS	KRISTINE, M	No Separation	BASE PERIOD	3/6/2011	Claim not protested.	$6,100.73	2,939.18	$3,142.36	$2,958.37
CORTEZ	A	Involuntary-Violation of company policy.	LAST EMPLOYER	2/20/2011	Claim allowed by hearing officer; no misconduct.	$6,620.29	4,140.00	$4,140.00	$2,480.29
CRUZ	ELOY, M	No Separation Reason	N/A	9/19/2010	N/A	N/A	1,351.93	$1,351.93	N/A
DAVILA	JORGE, S	No Separation	BASE PERIOD	3/6/2011	Claim not protested.	$7,230.76	932.00	$1,165.00	$6,065.76
DELAGARZA	LORENA	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$3,063.25	195.53	$2,453.89	$609.36
DGARZA	S, E	Requested Information not returned timely.	LAST EMPLOYER	12/12/2010	Claim not protested.	$8,901.00	4,014.00	$8,901.00	$0.00
DIAZ	H	Involuntary-Violation of company policy.	LAST EMPLOYER	12/6/2009	Claim protested.	$10,436.00	-40.00	$10,436.00	$0.00
ESPINOZA	ANTHONY, J	Lack of Work - Lack of work.	LAST EMPLOYER	12/26/2010	Claim not protested.	$1,622.41	222.91	$1,622.41	$0.00
FLORES	JONATHON, B	No Separation	BASE PERIOD	1/9/2011	Claim not protested.	$7,705.71	2,704.20	$4,957.70	$2,748.01
GABBARD	LEIGH, S	No Separation Reason	N/A	5/15/2011	N/A	N/A	1,548.00	$1,548.00	N/A
GALLEGOS	JULIO	Involuntary-Violation of company policy.	LAST EMPLOYER	1/1/2011	Claim allowed at hearing; employer failed to participate.	$4,110.41	1,612.00	$2,632.00	$1,478.41
GAONA JR	FELIX	No Separation Reason	N/A	4/3/2011	N/A	N/A	3,075.72	$3,075.72	N/A
GARCIA	CLARA, C	Involuntary - Excessive tardiness.	LAST EMPLOYER	10/8/2006	Favorable Board decision; indefinite disqualification.	$7,002.00	-135.00	$984.00	$6,018.00
GARCIA	DAISY, F	No Separation	BASE PERIOD	10/31/2010	Claim not protested.	$5,915.00	1,135.00	$5,915.00	$0.00
GARCIA	DANIEL, J	Involuntary-Violation of company policy.	LAST EMPLOYER	2/20/2011	Claim allowed by hearing officer; employer wishes no further appeal.	$10,790.00	5,653.20	$7,268.40	$3,521.60
GARCIA	HILDA, M	Lack of Work - Lack of work.	LAST EMPLOYER	1/2/2011	Claim not protested.	$2,076.00	552.00	$2,076.00	$0.00
GARCIA	JOSE, L	No Separation	BASE PERIOD	1/9/2011	Claim not protested.	$321.44	28.22	$257.52	$63.92

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Texas Association of Counties - 2011 Unemployment Claims Report
HIDALGO COUNTY

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
GARCIA	NIDIA, L	Involuntary-Misconduct related performance.	LAST EMPLOYER	3/6/2011	Original dec. reversed; claimant is now subject to disqualification.	$8,752.90	1,153.04	$1,153.04	$7,599.86
GARCIA	NOE	Voluntary - Personal reasons.	LAST EMPLOYER	8/29/2010	Claimant has been disqualified.	$4,317.42	1,130.82	$1,130.82	$3,186.60
GARZA	N	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$10,192.00	1,881.00	$1,881.00	$8,311.00
GARZA	E	No Separation	BASE PERIOD	10/3/2010	Claim not protested.	$6,611.00	275.00	$6,611.00	$0.00
GARZA	SYLVIA	No Separation	BASE PERIOD	1/30/2011	Claim not protested.	$5,255.39	354.22	$1,361.26	$3,894.13
GARZA	GERARDO, R	Involuntary-Due to medical leave exhaustion.	LAST EMPLOYER	3/27/2011	Claim protested.	$10,347.96	2,809.00	$2,809.00	$7,538.96
GARZA	ANALLANCY, A	Separation is not an issue. Reimbursable status.	BASE PERIOD	1/9/2011	Claim not protestable by state regulation.	$4,824.00	2,814.00	$4,824.00	$0.00
GARZA	LORENA, D	Involuntary-Unsat. Perf/State probationary period.	LAST EMPLOYER	1/1/2011	Claim not protested.	$3,290.85	1,381.76	$2,105.66	$1,185.19
GONZALEZ	MARIA, E	No Separation Reason	N/A	3/20/2011	N/A	N/A	3,359.26	$3,359.26	N/A
GONZALEZ	MELISSA, R	No Separation Reason	N/A	4/24/2011	N/A	N/A	2,844.01	$2,844.01	N/A
GUTIERREZ	OMAR	No Separation Reason	N/A	3/20/2011	N/A	N/A	3,374.00	$3,374.00	N/A
GUZMAN	ERNESTO	Chargeability	LAST EMPLOYER	1/1/2011	Claim protested.	$10,176.58	2,527.00	$2,527.00	$7,649.58
GUZMAN	ROY, D	Lack of Work-Position eliminated.	LAST EMPLOYER	1/2/2011	Claim not protested.	$2,679.00	591.00	$2,679.00	$0.00
HERNANDEZ	JORGE, A	No Separation Reason	N/A	4/10/2011	N/A	N/A	2,140.00	$2,140.00	N/A
HERRERA	JOSIE	Involuntary-Insubordination.	RENEWED CLAIM	2/6/2011	Under appeal by employer.	$2,605.25	517.66	$739.80	$1,865.45
HINOJOSA	HERIBERTO, P	Involuntary-Failed substance abuse screening.	LAST EMPLOYER	1/1/2011	Under appeal by employer.	$8,524.78	3,216.00	$5,092.00	$3,432.78

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Texas Association of Counties - 2011 Unemployment Claims Report

HIDALGO COUNTY

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
IBARRA	MANUEL, I	No Separation	BASE PERIOD	12/5/2010	Claim not protested.	$323.29	109.53	$323.29	$0.00
INFANTE	E	Separation is not an issue. Reimbursable status.	BASE PERIOD	1/1/2011	Claim not protestable by state regulation.	$2,113.96	87.14	$87.14	$2,026.82
JIMENEZ	CINDI	Voluntary - Maternity reasons.	LAST EMPLOYER	1/9/2011	Claim allowed by hearing officer; employer wishes no further appeal.	$3,315.00	1,405.00	$3,315.00	$0.00
JUAREZ	NORA, H	No Separation	BASE PERIOD	10/24/2010	Claim not protested.	$899.26	327.48	$654.96	$244.30
LOPEZ	V, Y	Involuntary-Unsatisfactory work performance.	LAST EMPLOYER	10/24/2010	Claim protested.	$7,560.00	916.00	$7,560.00	$0.00
MARTINEZ	LETICIA	Involuntary-Violation of company policy.	LAST EMPLOYER	3/20/2011	Claimant has been disqualified.	$7,887.79	2,313.00	$2,313.00	$5,574.79
MARTINEZ	D, A	No Separation Reason	N/A	3/13/2011	N/A	N/A	3,766.00	$3,766.00	N/A
MONTES	DOMITILO	No Separation	BASE PERIOD	11/7/2010	Claim not protested.	$10,521.53	-256.00	$8,044.00	$2,477.53
MORIN	DOMINGO	Lack of Work-Position eliminated.	LAST EMPLOYER	2/27/2011	Claim not protested.	$2,833.13	1,245.00	$1,660.00	$1,173.13
MUNOZ	JULIO, C	Voluntary - Mutual agreement (not protestable).	LAST EMPLOYER	12/12/2010	Claim not protested.	$9,087.00	4,290.00	$9,087.00	$0.00
PADRON	BRANDY, R	No Separation	BASE PERIOD	10/31/2010	Claim not protested.	$10,790.00	2,531.00	$10,790.00	$0.00
PALAFOX	CHARITY, A	Involuntary-Unsat. Perf/State probationary period.	LAST EMPLOYER	3/6/2011	Claim protested.	$350.48	169.20	$169.20	$181.28
PAZ	LUCY, M	No Separation	BASE PERIOD	4/25/2010	Claim not protested.	$6,476.56	1,109.28	$6,476.56	$0.00
PENA	M, D	No Separation	BASE PERIOD	1/2/2011	Claim not protested.	$10,790.00	4,428.00	$8,856.00	$1,934.00
PEREZ	M, A	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$1,499.04	406.89	$406.89	$1,092.15
PEREZ	JULIA	No Separation Reason	N/A	11/18/2001	N/A	N/A	-282.65	($282.65)	N/A

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Texas Association of Counties - 2011 Unemployment Claims Report

HIDALGO COUNTY

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
PINALES JR	ROBERT	Involuntary-Insubordination.	LAST EMPLOYER	10/24/2010	Hrg officer dismissed clmts apl due to lack of prosecution; DQ upheld.	$8,949.73	364.00	$364.00	$8,585.73
PINEDA	JUAN	Involuntary - Other.	LAST EMPLOYER	1/1/2011	Claim not protested.	$9,100.00	241.01	$375.08	$8,724.92
RAMIREZ	EMILIANO	No Separation Reason	N/A	4/17/2011	N/A	N/A	2,178.80	$2,178.80	N/A
RAMON	RICARDO	No Separation Reason	N/A	6/5/2011	N/A	N/A	302.00	$302.00	N/A
REYNA	CRISELDA	Voluntary - No reason given.	LAST EMPLOYER	6/22/2008	Favorable hearing decision; indefinite disqualification	$9,828.00	-3,425.00	$0.00	$9,828.00
REYNA	REBECCA	Separation is not an issue. Reimbursable status.	BASE PERIOD	1/1/2011	Claim not protestable by state regulation.	$4,568.70	1,600.24	$2,000.30	$2,568.40
ROBLES	LAZARO	No Separation	BASE PERIOD	1/2/2011	Claim not protested.	$10,790.00	4,845.60	$9,691.20	$1,098.80
ROCHA	IRMA, L	Involuntary-Violation of company policy.	LAST EMPLOYER	10/3/2010	Claim allowed by hearing officer; employer wishes no further appeal.	$8,798.00	470.00	$8,798.00	$0.00
RODRIGUEZ	FERNANDO	Voluntary - Personal reasons.	LAST EMPLOYER	1/9/2011	Claimant has been disqualified.	$8,487.20	1,216.36	$2,759.16	$5,728.04
RODRIGUEZ	M, A	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$2,361.83	1,308.46	$1,513.54	$848.29
RODRIGUEZ	R	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$615.36	232.90	$232.90	$382.46
RODRIGUEZ	RENE	Separation is not an issue. Reimbursable status.	BASE PERIOD	4/3/2011	Claim not protestable by state regulation.	$2,814.00	2,814.00	$2,814.00	$0.00
RODRIGUEZ	RODOLFO, R	Involuntary-Unsat. Perf/State probationary period.	LAST EMPLOYER	4/17/2011	Claim not protested.	$3,695.43	1,581.49	$1,581.49	$2,113.94
RODRIGUEZ	VERONICA	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$6,831.35	2,616.00	$4,360.00	$2,471.35
RODRIGUEZ	DAVID	No Separation	BASE PERIOD	1/2/2011	Claim not protested.	$2,527.20	705.96	$2,020.20	$507.00
SAENZ	A	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$6,765.58	2,844.00	$4,740.00	$2,025.58

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Texas Association of Counties - 2011 Unemployment Claims Report

HIDALGO COUNTY

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
SALAS	JULIAN	Involuntary-Violation of company policy.	LAST EMPLOYER	5/1/2011	Claim protested.	$8,861.79	1,912.00	$1,912.00	$6,949.79
SALINAS	JOEL, J	No Separation Reason	N/A	5/15/2011	N/A	N/A	1,456.00	$1,456.00	N/A
SALINAS	J, L	No Separation	BASE PERIOD	1/1/2011	Claim not protested.	$7,512.84	841.00	$5,363.00	$2,149.84
SALINAS	ARNALDO	Involuntary-Violation of company policy.	LAST EMPLOYER	10/10/2010	Claimant has been disqualified.	$7,559.98	1,812.00	$6,342.00	$1,217.98
SANCHEZ	MARK, A	Involuntary-Violation of company policy.	LAST EMPLOYER	5/15/2011	Under appeal by employer.	$10,676.28	1,364.00	$1,364.00	$9,312.28
SINDER	SYLVIA, I	Involuntary-Misconduct related performance.	LAST EMPLOYER	4/3/2011	This is being appealed to the Board as the state awarded benefits.	$4,045.28	753.88	$753.88	$3,291.40
SOSA	ROMELIA, M	Involuntary-Unsatisfactory work performance.	LAST EMPLOYER	1/9/2011	Claimant temporarily ineligible; not able or available for work.	$5,548.74	2,712.00	$4,294.00	$1,254.74
TAMEZ	URI, D	Lack of Work-Position eliminated.	LAST EMPLOYER	1/9/2011	Claim not protested.	$4,904.20	2,457.70	$4,213.20	$691.00
TEJADA	MELISSA, I	Requested information not returned timely.	LAST EMPLOYER	1/1/2011	Claim not protested.	$8,242.81	3,300.00	$4,125.00	$4,117.81
TELLO JR.	ALVARO	No Separation	BASE PERIOD	8/16/2009	Claim not protested.	$1,389.34	-42.96	$687.36	$701.98
TIJERINA	VANESSA, A	Voluntary-Dissatisfied with working conditions.	LAST EMPLOYER	1/1/2011	Claim allowed; claimant established good cause attributable to job.	$10,054.80	4,462.00	$6,436.00	$3,618.80
TREVINO	MICAELA	Involuntary - Excessive unreported absenteeism.	LAST EMPLOYER	1/1/2011	Original decision denying benefits upheld by hearing officer.	$10,192.00	612.76	$2,357.09	$7,834.91
VALDEZ	JOSHUA, L	Involuntary-Sleeping on the job.	LAST EMPLOYER	4/10/2011	Under appeal by employer.	$9,549.58	2,934.54	$2,934.54	$6,615.04
VALLEJO	DIANA, G	Separation is not an issue. Reimbursable status.	BASE PERIOD	4/3/2011	Claim not protestable by state regulation.	$3,577.73	2,744.00	$2,744.00	$833.73

For questions concerning these reports, call TALX at 1-866-848-4623 and use the following extensions until you are able to speak with someone about your reports: Corinne Flusche, ext. 3476 / Dennis Mullens, ext. 3427 / Barbara Morin, ext. 3431

Texas Association of Counties - 2011 Unemployment Claims Report

HIDALGO COUNTY

Last Name	First Name, MI	Separation Reason/Issue	Claim Type	Claim Effective Date	Status Details	Potential Liability	Charge Amount	Charges To Date	Remaining Liability
VALLEJO	DIANA, G	Separation is not an issue. Reimbursable status.	BASE PERIOD	1/1/2011	Claim not protestable by state regulation.	$3,577.73	352.95	$1,654.25	$1,923.48
VASQUEZ	MARGARITA	Involuntary-Insubordination.	LAST EMPLOYER	2/20/2011	Claim allowed by hearing officer; no misconduct.	$6,611.56	530.00	$1,441.00	$5,170.56
VILLARREAL	JOSE, L	Involuntary-Violation of company policy.	LAST EMPLOYER	7/25/2010	Claimant has been disqualified.	$7,674.00	366.00	$7,674.00	$0.00
YOUNG	L	Involuntary-Violation of company policy.	LAST EMPLOYER	1/1/2011	Claim allowed by hearing officer; no misconduct.	$8,478.70	2,377.00	$5,427.00	$3,051.70
ZUNIGA	MANICA, M	No Separation Reason	N/A	6/5/2011	N/A	N/A	201.00	$201.00	N/A
Total of Period Charges for: 2011 Q02								**174,962.94**	

For questions concerning these reports, call TALX at 1-866-848-4623 and use the following extensions until you are able to speak with someone about your reports: Corinne Flusche, ext. 3476 / Dennis Mullens, ext. 3427 / Barbara Morin, ext. 3431

AI-29421 **8. B.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Sergio Cruz Submitted By: Angelica Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval to transfer $598,742.39 to the Hidalgo County Claims Bank Account for Blue Cross Blue Shield Insurance Claims paid for period 10/15/2011 to 10/28/2011.

10/15-21/2011	$320,716.86
10/22-28/2011	$278,025.53
TOTAL	$598,742.39

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

10-15-21-2011

10-21-28-2011

Certification

Invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2011 01:59 PM
Olga Garza	Olga Garza	11/03/2011 10:28 AM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Angelica Tapia Started On: 11/01/2011

Final Approval Date: 11/04/2011

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **10/15/2011 to 10/21/2011**

SECTION		
0001-0011	HIDALGO COUNTY	$204,034.54
0002-0012	HEAD START	$85,382.25
0003-0013	APPRAISAL DISTRICT	$6,875.27
0004-0014	COMMUNITY SERVICE AGENCY	$870.32
0005-0015	DRAINAGE DISTRICT NO.1	$14,922.13
0006-0016	RETIREE	$7,762.09
9001-9002	COBRA	$870.26
	TOTAL	$320,716.86

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **10/22/2011 to 10/28/2011**

SECTION		
0001-0011	HIDALGO COUNTY	$186,871.01
0002-0012	HEAD START	$65,374.90
0003-0013	APPRAISAL DISTRICT	$10,986.56
0004-0014	COMMUNITY SERVICE AGENCY	$825.21
0005-0015	DRAINAGE DISTRICT NO.1	$6,578.58
0006-0016	RETIREE	$6,526.24
9001-9002	COBRA	$863.03
	TOTAL	$278,025.53

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **October 15, 2011 thru October 28, 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 **$598,742.39.**

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 10/15/2011 to 10/28/2011 is $ 598,742.39.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of November 8, 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 Vasquez
Employee Benefits Manager — Date 11/02/2011

Dept. of Budget & Management Budget Officer — Date 11/02/2011

Commissioners' Court Approval — Date

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 10/15/2011 - 10/21/2011 Process Date: 10/21/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 10/15/2011 - 10/21/2011

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	$772,521.60	$204,034.54	$44,103.27	$0.00	$159,931.27	2,182
TX433	01	002	HEAD START	$205,221.32	$85,382.25	$8,943.79	$0.00	$76,438.46	572
TX433	01	003	APPRAISAL DISTRICT	$21,648.38	$6,875.27	$1,209.16	$0.00	$5,666.11	92
TX433	01	004	COMMUNITY SERVICE	$13,797.63	$870.32	$419.09	$0.00	$451.23	38
TX433	01	005	DRAINAGE DISTRICT	$26,916.91	$14,922.13	$1,649.41	$0.00	$13,272.72	130
TX433	01	006	RETIREES	$66,880.15	$7,762.09	$1,631.24	$0.00	$6,130.85	83
TX433	01	007	COBRA	$35,536.56	$870.26	$561.88	$0.00	$308.38	19
			STOPLOSS	($69,519.28)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$1,142,522.55	$320,716.86	$58,517.84	$0.00	$262,199.02	3,116
			STOPLOSS Total	($69,519.28)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$1,073,003.27	$320,716.86	$58,517.84	$0.00	$262,199.02	3,116

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 10/22/2011 - 10/28/2011 Process Date: 10/28/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 10/22/2011 - 10/28/2011

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	$959,392.61	$186,871.01	$41,896.01	$0.00	$144,975.00	2,714
TX433	01	002	HEAD START	$270,596.22	$65,374.90	$12,568.00	$0.00	$52,806.90	670
TX433	01	003	APPRAISAL DISTRICT	$32,634.94	$10,986.56	$5,083.95	$0.00	$5,902.61	151
TX433	01	004	COMMUNITY SERVICE	$14,622.84	$825.21	$302.38	$0.00	$522.83	21
TX433	01	005	DRAINAGE DISTRICT	$33,495.49	$6,578.58	$1,008.94	$0.00	$5,569.64	52
TX433	01	006	RETIREES	$73,406.39	$6,526.24	$2,207.13	$0.00	$4,319.11	87
TX433	01	007	COBRA	$36,399.59	$863.03	$0.00	$0.00	$863.03	26
			STOPLOSS	($69,519.28)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$1,420,548.08	$278,025.53	$63,066.41	$0.00	$214,959.12	3,721
			STOPLOSS Total	($69,519.28)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$1,351,028.80	$278,025.53	$63,066.41	$0.00	$214,959.12	3,721

AI-29479 **8. C.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Pct #4 - Drainage Impr. Proj. **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct #4 Drainage Improvement Project (1200):
1. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Drainage Improvement Project Labor Reimbursements.

2. Approval of 2011 appropriation of funds into Precinct #4 Drainage Improvement Project (program 036) in the amount of $54,726.02 (Labor Reimbursements - June 2011).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-124-036-0-XXX

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

BUDGETARY IMPACT:

Approval of 2011 appropriation of funds in the amount of $54,726.02 into Pct #4 Drainage Improvement Project (Labor Reimbursements - June 2011)

Revenue account# 1-1200-360-00-124-002-0-000 R&B Pct. #4 - Misc Drain Reimb. - Revenues

Attachments

Appropriation

cert of revenues

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	11/03/2011 08:12 AM
Budget & Management	Merlen P. Munoz	11/03/2011 08:34 AM
Olga Garza	Olga Garza	11/03/2011 09:17 AM
Purchasing Department	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Manuel Chapa Started On: 11/02/2011

Final Approval Date: 11/04/2011

DATE: November 2, 2011

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt. for - Pct# 4 Drainage Improvement Project

ACCOUNT NUMBER: 1-1200-431-00-124-036-0-XXX

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

2011
Appropriation

AI# 29479

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
1-1200-431-00-124-036-0-113	Pct 4 Drain Imprv Prj	Reg F/T Employees	42,723.41
1-1200-431-00-124-036-0-211	Pct 4 Drain Imprv Prj	Health Insurance	4,468.62
1-1200-431-00-124-036-0-212	Pct 4 Drain Imprv Prj	Life Insurance	34.89
1-1200-431-00-124-036-0-220	Pct 4 Drain Imprv Prj	FICA	3,207.12
1-1200-431-00-124-036-0-230	Pct 4 Drain Imprv Prj	Retirement	4,101.53
1-1200-431-00-124-036-0-250	Pct 4 Drain Imprv Prj	Unemployment Comp	190.45
1-1200-360-00-124-002-0-000	R&B Pct 4 - Misc Drain Reimb - Revenues		54,726.02
		TOTAL BUDGET INCREASE (DECREASE)	$ -

REASON: Appropriation of funds for Pct 4 Drainage Improvement Project - Labor Reimbursements June 2011 (PP #11-12)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

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

November 4, 2011

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from drainage labor reimbursements in the amount of $54,726.02 for Precinct No. 4. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/4/11
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-29512 **9. A.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to enter into a 12-month software renewal maintenance agreement with ESI Acquisition Inc. an awarded vendor through our membership/participation with (DIR) Department of Information Resource contract #DIR-SDD-822 for the following services requisition #204856. Effective dates below: (1-1100-441-00-340-003-0-336);

Software Maintenance	Effective	Annualy
Web EOC Professional V7 Software Support Silver Level	11/1/2011 - 10/31/2012	$7,965.00
Web EOC Redundant Server Software Support	11/1/2011 - 10/31/2012	$708.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 11100441003400030336

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

BUDGETARY IMPACT:

Attachments

ESI Acquisition - Health Department

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Matilde Faz Started On: 11/03/2011 11:14 AM

Final Approval Date: 11/04/2011

Requisition

Req # 00204856

PO #

Date: 10/21/11

Consent #29512 11/8/11

Bill To: x
x

Vendor : 380946
ESI ACQUISITION INC.
823 BROAD STREET
AUGUSTA GA 30901
FAX (706)826-9911

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No: DIR SDD 822

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR SDD 822		
		DO NOT DUPLICATE ORDER		
1.00	EACH	CO WEB EOC PROFESSIONAL V-7 SOFTWARE SUPPORT SILVER LEVEL 11/01/2011 - 10/31/2012	7,965.00	7,965.00
1.00	EACH	CO WEB EOC REDUNDANT SERVER SOFTWARE SUPPORT 11/01/2011 - 10/31/2012	708.00	708.00
		Account No	Encumbrance	
		1-1100-441-00-340-003-0-336	8,673.00	
			Freight	.00
			Total	8,673.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

ESI Acquisition, Inc
823 Broad Street
Augusta, GA 30901

Office (706) 823-0911
Toll Free (800) 596-0911
Fax (706) 826-9911
Website www.esi911.com

Customer: Hidalgo County Health Department
Address: 1304 S. 25th Avenue
Edinburg, TX 78539
Title: Director of Operations
Contact: Rigoberto Hinojosa
Phone: (956) 383-6221 X 215
Reference: DIR-SDD-822
Summary: WebEOC Software Support Renewal for period 11/01/11-10/31/12
Date: 06/01/2011
Quote Expires: 10/31/2011
Disclaimer: Quotes issued in US Dollars & Valid 180 days from Issuance unless otherwise indicated. Items not manufactured by ESi are subject to change. Substitutes will be provided for customer consideration and approval.

Document Number: Q16264

Product ID	Description	QTY	Price	Extended Price
SS-CIMS7-PRS-TXDIR	WebEOC® Professional, v7 Software Support, Silver-TXDIR 11/01/11-10/31/12	1	7,965.00	7,965.00
SS-CIMS7-ADL-TXDIR	WebEOC® Redundant Server Software Support - TXDIR 11/01/11-10/31/12	1	708.00	708.00
	Tax Not Included		8,673.00	0.00
Sum Σ				*8,673.00*

Req# 204856
NO Contract
required

AI-29520 **9. B.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to enter into a Regional Insertion Order Agreement and approval to execute required Regional Insertion Order Agreement with National CineMedia for the Hidalgo County Health Department for On Screen Regional Segment Advertisement from 11/25/2011 - 12/29/2011 through the following requisition #205419 in the total amount of $1,475.00 (1-1293-441-00-340-012-2-540):

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 11293441003400122540

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

BUDGETARY IMPACT:

Attachments

National Cinemedia-Health Department

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Matilde Faz Started On: 11/03/2011 01:21 PM

Final Approval Date: 11/04/2011

Requisition

Consent #29520 11/8/11

Req # 00205419

PO #

Date: 11/01/11

Bill To: x
x

Vendor : 370681

NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00		OM ON SCREEN ADVERTISING (NOVEMBER 25, 2011 - DECEMBER 29,2011 AD ON SCREEN: TOPIC: FLUE SEASON IS HERE! GET YOUR FLU SHORT		.00
30.00	EACH	OM DATES: 11/25/11-12/29/11 ON SCREEN REGIONAL SEGMENT 2 00 :15 JOB #217359 THEATRE NAME: MAIN PLACE # OF SCREENS:6	5.00	150.00
50.00	EACH	OM DATES: 11/25/11-12/29/11 ON SCREEN REGIONAL SEGMENT 2 00 :15 JOB #217359 THEATRE NAME: MOVIE 10 # OF SCREENS: 10	5.00	250.00
85.00	EACH	OM DATES: 11/25/11-12/29/11 ON SCREEN REGIONAL SEGMENT 2 00 :15 JOB #217359 THEATRE NAME: MOVIE 17 # OF SCREENS: 17	5.00	425.00
40.00	EACH	OM DATES: 11/25/11-12/29/11 ON SCREEN REGIONAL SEGMENT 2 00 :15 JOB #217359 THEATRE NAME: MOVIE 08 # OF SCREENS: 8	5.00	200.00
85.00	EACH	OM DATES: 11/25/11-12/29/11 ON SCREEN REGIONAL SEGMENT 2 00 :15 JOB #217359 THEATRE NAME: TINSELTOWN MISSION # OF SCREENS: 17	5.00	425.00
5.00	EACH	OM DATES: 11/25/11-12/29/11 LEN REGIONAL LEN 00:15 JOB #217359 THEATRE NAME: MAIN PLACE # OF SCREENS: 06	1.00	5.00
5.00	EACH	OM DATES: 11/25/11-12/29/11 LEN REGIONAL LEN 00:15 JOB #217359 THEATRE NAME: MOVIE 10 # OF SCREENS: 10	1.00	5.00
5.00	EACH	OM DATES: 11/25/11-12/29/11 LEN REGIONAL LEN 00:15 JOB #217359 THEATRE NAME: MOVIES 17 # OF SCREENS: 17	1.00	5.00

Authorized By: _____

Requisition

Req # 00205419

PO #

Date: 11/01/11

Bill To: x
x

Vendor : 370681
NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
5.00	EACH	OM DATES: 11/25/11-12/29/11 LEN REGIONAL LEN 00:15 JOB #217359 THEATRE NAME: MOVIE 8 # OF SCREENS: 8	1.00	5.00
5.00	EACH	OM DATES: 11/25/11-12/29/11 LEN REGIONAL LEN 00:15 JOB #217359 THEATRE NAME: TINSELTOWN MISSION NUMBER OF SCREENS: 06	1.00	5.00
		Account No	Encumbrance	
		1-1293-441-00-340-012-2-540	1,475.00	
			Freight	.00
			Total	1,475.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Original documents

In-Theatre Advertising Proposal
Prepared for Hidalgo Health Department
Created for Delia Garza

On Screen Advertising

ncm.
MEDIA NETWORKS

October 27, 2011
Created by Connie Franco
Email: Connie.Franco@ncm.com
Phone: (956) 318-0810
Fax: (956) 380-0885

Ref# 205419

Regional Insertion Order Agreement

10/27/2011

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows:

Advertiser Information
Hidalgo Health Department
1304 S. 25th St
Edinburg, TX 78542
Phone: (956) 383-6221
Fax:
Delia Garza
delia.garza@hchd.org

Billing Information
Hidalgo Health Department
1304 S. 25th St
Edinburg, TX 78542
Phone: (956) 383-6221
Fax:
Sylvia Pena
sylvia.pena@hchd.org

Account Director: Connie Franco
Phone: (956) 318-0810
Fax: (956) 380-0885
Connie.Franco@ncm.com
Order #: 224362.1
Proposal Type : New Contract
Original Proposal #: N/A

Reg# 205419

Start Date	End Date	Type of Advertising	Duration	Weight	Job #	TheatreCode	Theatre Name	State	# of Screens	# Wks	Net Rate	Net Media
11/25/2011	12/29/2011	On Screen Regional Segment 2 00:15	00:15	Best Available	217359	CNK114	Main Place	TX	6	5	$5.00	$150.00
11/25/2011	12/29/2011	On Screen Regional Segment 2 00:15	00:15	Best Available	217359	CNK212	Movies 10	TX	10	5	$5.00	$250.00
11/25/2011	12/29/2011	On Screen Regional Segment 2 00:15	00:15	Best Available	217359	CNK093	Movies 17	TX	17	5	$5.00	$425.00
11/25/2011	12/29/2011	On Screen Regional Segment 2 00:15	00:15	Best Available	217359	CNK108	Movies 8	TX	8	5	$5.00	$200.00
11/25/2011	12/29/2011	On Screen Regional Segment 2 00:15	00:15	Best Available	217359	CNK261	Tinseltown Mission	TX	17	5	$5.00	$425.00
11/25/2011	12/29/2011	LEN Regional LEN 00:15*	00:15	Best Available	217359	CNK114	Main Place	TX	6	5	$1.00	$5.00
11/25/2011	12/29/2011	LEN Regional LEN 00:15*	00:15	Best Available	217359	CNK212	Movies 10	TX	10	5	$1.00	$5.00
11/25/2011	12/29/2011	LEN Regional LEN 00:15*	00:15	Best Available	217359	CNK093	Movies 17	TX	17	5	$1.00	$5.00
11/25/2011	12/29/2011	LEN Regional LEN 00:15*	00:15	Best Available	217359	CNK108	Movies 8	TX	8	5	$1.00	$5.00
11/25/2011	12/29/2011	LEN Regional LEN 00:15*	00:15	Best Available	217359	CNK261	Tinseltown Mission	TX	17	5	$1.00	$5.00
									116			

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Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

10/27/2011

Payment Method:		Comments & Special Instructions:
___X__ Check	___X__ Pay in Full	All future proposals will reflect regular rates and non profit discounts.
_____ Credit Card	_____ Monthly	
_____ Purchase Order	_____ NET 30	
PO Number:		

Total Media	$1,475
Media Services	$0
Creative Services	$0
Other Services	$0
Fulfillment/Staffing Fees	$0
Total Due	$1,475

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.

*** Lobby Entertainment Network**

BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM.

Req # 205419

Advertiser Name/Title: Hon. Ramon Garcia County Judge Date: 11/8/11

National CineMedia, LLC: * Date: 10/31/11

* pending creative approval and client signature of NCM I.O.

Job Number(s): 217359

Contract Number: 224362.1

A	B	C	D	E	F
Logged	Scheduled	Creative Approved	Accounting/Finance General Approval Initials Date 10/28/11 Credit Approved	Posted	Audit

NCM MEDIA NETWORKS

Regional Insertion Order Agreement Terms and Conditions

1. **NCM Services.** Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising, and performance by NCM of its obligations under this Agreement, will be excused to the extent that (and may be delayed if) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement. ANY UNEXCUSED FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT. ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH UNEXCUSED FAILURE BY NCM WILL BE LIMITED TO NCM'S REPERFORMANCE SOLELY OF THOSE OBLIGATIONS WITH RESPECT TO WHICH THE FAILURE OCCURRED WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER AND WILL NOT AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT.

2. **In-Theatre Advertising.** All In-Theatre Advertising or other content will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or movie rating. Any screen count or theatre locations for In-Theatre Advertising set forth on an Order are approximate and the actual screen count and theatre locations will be mutually agreed upon by the parties or selected by NCM in its reasonable discretion.

3. **Internet and Online Advertising.** The American Association of Advertising Agencies (AAAA)/Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 2.0 (the "**Terms**"), a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XIV(d) of the Terms. If there is no Agency for this Insertion Order, "Advertiser" replaces "Agency" in all instances in the Terms and Section III(c) of the Terms is deleted. The terms of this Agreement will control over any contradictory terms set forth in the Terms in the event of a conflict between this Agreement and the Terms.

4. **Fees and Payment.** Advertiser will pay all fees as specified on each Order under the terms set forth on that Order and in these Terms and Conditions. If Advertiser fails to pay NCM any amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 12% per annum.

5. **Advertiser Obligations.** In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense, and at its risk of loss, provide NCM with the Advertising material as required by NCM at least 7 to 20 business days (dependent upon Advertising vehicle selected) in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising.

6. **Content.**

6.1 **Advertiser Content.** All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("**Content**") provided by Advertiser for use in the Advertising ("**Advertiser Content**"), as well as the Advertising itself, is subject to prior approval by NCM. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at http://adspecs.ncm.com/www/html/specs.html. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo it other branding of a third party without the prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason, provided that NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all rights, authorizations, consents, licenses, and clearances (collectively, "**Licenses**") necessary or appropriate for the exhibition of the Advertising and the performance by NCM of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited License to use and display portions of the Advertising solely in connection with the promotion of NCM's business.

6.2 **NCM Content.** All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("**NCM Content**"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.

7. **Promotional Materials.** All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including, without limitation, toys, food, objects or other materials ("**Promotional Materials**") will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications and deadlines established by NCM. Certain Promotional Materials, including, without limitation, lobby displays, are subject to NCM and theatre/affiliate approval, and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".

8. **Representations and Warranties.** Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate, applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials will be free from defects, materials or

ncm MEDIA NETWORKS

Reg # 205419

workmanship. If Advertiser executes this contract as an agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder. Advertiser covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. Disclaimer and Limitation of Liability. NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification. Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, and promotional materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.

11. Termination and Remedies. NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days notice to Advertiser for any other reason. Upon termination for breach by Advertiser, all fees paid for Advertising which has not been exhibited will be forfeited by Advertiser. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. Cancellation. Advertiser may not modify or cancel this Agreement except by written consent of NCM.

13. Insurance. Advertiser will obtain a general liability insurance policy (or policies) covering such advertising, with no unusual exclusions, and with policy limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate. Advertiser will also obtain an advertising errors and omissions policy with similar coverage. NCM and its affiliates will be named as additional insured's on such policy (or policies), and the policy (or policies) will provide that it (or they) will not be subject to modification or cancellation without at least thirty (30) days' prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.

14. Additional Terms. Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assigns to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Colorado excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in Denver, Colorado for any dispute concerning the interpretation or effect of this Agreement. In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement.

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Req # 205419

Creative Production Order Form

Job #: 217359

Estimated Start Date: 11/25/2011

Advertiser Information	Billing Information	Account Director: Connie Franco
Hidalgo Health Department 1304 S. 25th St Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Delia Garza delia.garza@hchd.org	Hidalgo Health Department 1304 S. 25th St Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Sylvia Pena sylvia.pena@hchd.org	Phone: (956) 318-0810 Fax: (956) 380-0885 Connie.Franco@ncm.com

Creative Description:

Product:
On Screen Regional Segment 2 00:15, LEN Regional LEN 00:15

Notes / Special Instructions:

Related Job Numbers:

Media Services:

Description	Fee
Media Fee:	$0.00
Sub Total:	**$0.00**

Creative Services:

Description	Fee
Sub Total:	**$0.00**

Grand Total: $0.00

When sending your media/creative materials to us, please include this Creative Production Order Form with your materials.

Send materials to:
National CineMedia
Attention: Sales Operations
9110 East Nichols Avenue Suite 200
Centennial, Colorado 80112

Please submit all creative materials promptly. If your creative is not received within NCM's standard production turnaround time, the on-screen start date for your ad will be delayed.

Thank you!

Theatres/ Zip Codes For This Job:	CNK114 Main Place	MCALLEN, TX
	CNK212 Movies 10	WESLACO, TX
	CNK093 Movies 17	MCALLEN, TX
	CNK108 Movies 8	PHARR, TX
	CNK261 Tinseltown Mission	MISSION, TX
	CNK114 Main Place	MCALLEN, TX

NCM MEDIA NETWORKS

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AI-29493 **9. C.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval of Work Authorization No. 2 for ($ 10,937.92) from L&G Engineering for "Professional GEO Technical Services" in connection to Contract #C-11-185-07-19, for the "New Administration Offices/Building for Hidalgo County Precinct No. 4";

2. Requesting approval of payment of Invoice#11323957 in the amount of ($40,790.00) 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;

3. Requesting approval of payment of Invoice#01.1011 OBWA1 in the amount of ($17,794.83) submitted by DOS LAND SURVEYING with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection contract #C-11-184-07-19-(PO# 663958) for "Surveying Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4.

BACKGROUND

WA#2-L&G Eng (GEO TECH)-Pct 4 (New Admn/Off bldg)
Inv#1323957-L&G(FM 1925)
Inv#01.1011OBW1-DLS

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-124-075-0-720

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

BUDGETARY IMPACT:

Item 1:
Amount available for requisition# 205366 as of 11-4-11 $10,937.92 for L & G Engineering Laboratory LLC.

Item 3:
Amount available for PO# 663958 as of 11-4-11 $17,999.42 for Dos Land Surveying.

FISCAL YEAR: 2011 ACCT. #: 1-1336-431-00-124-076-0-731

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

BUDGETARY IMPACT:

Item 2:
Amount available (Sage) for PO# 663995 as of 11-4-11 $429,600 for L & G Consulting Engineers Inc.
Less: 24,310 Inv#11323943 AI# 28958 10-11-11
New PO balance $405,290

Attachments

WA#2-L&G Eng (GEO Tech Svc) New Admn Off-Pct 4
Memo-Request by Pct 4-WA#2
Contract#C-11-185-0-19-L&G Eng (GEO Tech)-Pct 4
Inv#11323957-L&G Eng (FM 1925)-Pct4
WA#1-L&G Eng-(FM 925)-Pct 4
Contract C-11-234-09-13-L&G Eng (FM 1925)-Pct 4
Inv#01.1011 OBWA1-DLS-Pct 4
Contract#C-11-184-07-19-DLS-Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/04/2011 09:52 AM
Budget & Management	Merlen P. Munoz	11/04/2011 10:09 AM
Manuel Chapa	Manuel Chapa	11/04/2011 01:25 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Letty Saenz Started On: 11/02/2011 04:12 PM

Final Approval Date: 11/04/2011

HIDALGO COUNTY

Professional Engineering Services
Contract # C-11-185-07-19
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, **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 **Professional Geotechnical Engineering Services for "New Administration Bldg. located in Edinburg, Texas within Hidalgo County Precinct No. 4**

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 **$10,937.92**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. 1-1342-431-00-124-075-0-720
Requisition Number 205366 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 11/08/11 as indicated below and effective as of 8TH day of NOVEMBER, 2011.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Owner
ATTACHMENT "B" -	Services to be Provided by the Engineer
ATTACHMENT "C" -	Work Schedule
ATTACHMENT "D" -	Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **"New Administration Building located in Edinburg, Texas within Hidalgo County Precinct No. 4**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering** with **Site Maps, Plans and Specifications** for the **New Administration Building in Edinburg, Texas.**

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: **"New Administration Building located in Edinburg, Texas within Hidalgo County Precinct No. 4**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Professional Geotechnical Engineering Services**

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Geotechnical Engineering Services

Geotechnical Drilling Services

L&G Engineering will provide drilling services for **Hidalgo County Pct. No. 4**. Soil samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer that No. 200. Unconfined Compressive Strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, will be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and
- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

Hidalgo County Pct. No. 4 will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and
- Clearing the boring locations for underground utilities.

Hidalgo County Pct. No. 4 will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

Schedule

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

ATTACHMENT "C"

Work Schedule

PROJECT: **"New Administration Building located in Edinburg, Texas within Hidalgo County Precinct No. 4**

Work Schedule

L&G Engineering will provide **Hidalgo County Pct. No. 4** with **Professional Geotechnical Engineering Services** as outlined in **Contract Agreement C-11-185-07-19.**

ATTACHMENT "D"

Cost Proposal

PROJECT: **"New Administration Building located in Edinburg, Texas within Hidalgo County Precinct No. 4**

See Attached

FEE SCHEDULE
Geotechnical Engineering Services

L&G ENGINEERING

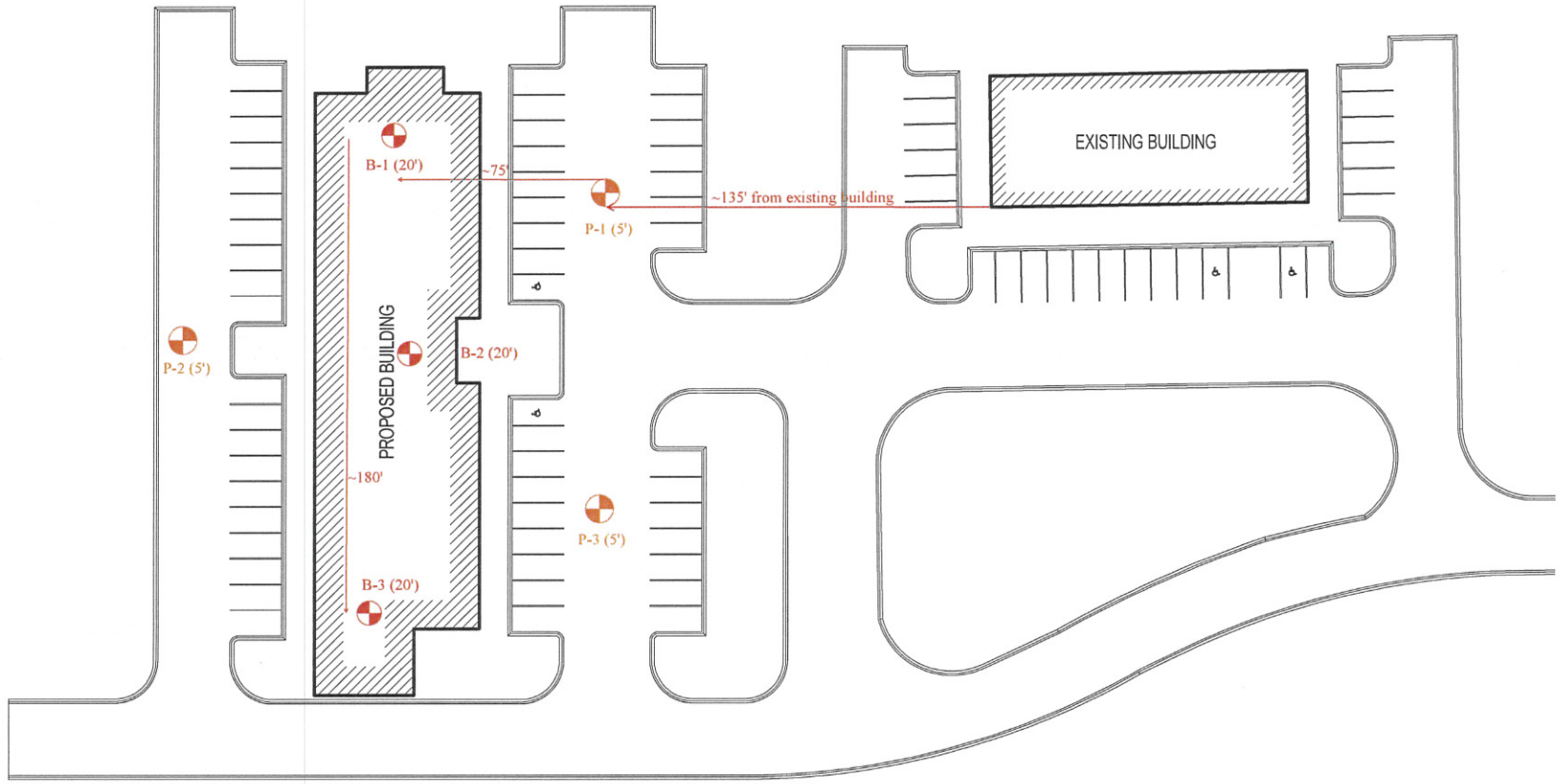
		Hidalgo County Office Building - Pct. 4 Hidalgo County Pct. 4	MANHOURS Senior Project Manager	Geotechnical Engineer	E.I.T.	Technician (CADD)	Admin/Clerical	Total
TASK								
	1	Bearing Capacity Analysis			1			1
	2	Estimated Settlement Analysis			1			1
	3	Potential Vertical Rise (PVR) Analysis			1			1
	4	Foundation Recommendations		1	2			3
	5	Value Engineering/ Construction Recommendations		1	2			3
	6	Geotechnical Report	1	2	12	2	1	18
	7	Meeting and Coordination	1					1
		Subtotal	**2**	**4**	**19**	**2**	**1**	**28**
Labor Hours			**2**	**4**	**19**	**2**	**1**	**28**
Contract Rates			$ 150.22	$ 150.22	$ 112.61	$ 45.07	$ 45.07	
Direct Salary Cost			$ 300.44	$ 600.88	$ 2,139.59	$ 90.14	$ 45.07	$ 3,176.12
Total Labor Costs			**$ 300.44**	**$ 600.88**	**$ 2,139.59**	**$ 90.14**	**$ 45.07**	**$ 3,176.12**

LINE ITEM EXPENSES

Printing Reproduction	$ 25.00	
Testing	$ 7,736.80	
Total Expenses	**$ 7,761.80**	
L&G Total Cost		**$ 10,937.92**

Attachment I
Geotechnical Field Services
Hidalgo County Office Building- Pct. 4
Prepared for Hidalgo County Pct. 4

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Review**					
	A. Principal / Project Manager / Review		Hours			
	B. Senior Project Engineer (Staff)		Hours			
	C. Typing and Clerical (Report)		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	**Utility Clearances / Boring Locates**					
	A. Technician (Locate Borings)(Util Clr)		Hours	**2**	**$ 45.07**	**$ 90.14**
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	**50**	**$ 0.490**	**$ 24.50**
III.	**Field Exploration**					
A	Mobilization/Demobilization		Day	**1**	**$ 418.18**	**$ 418.18**
B	Field Exploration					
	1. Soil Boring/Solid Stem w SPT Testing		Feet	**75**	**$ 29.28**	**$ 2,196.00**
	2. Texas Cone Penetration Tests		Ea.	**0**	**$ -**	**$ -**
	3. Field Logger / Engineering Tech		Hour	**10**	**$ 45.07**	**$ 450.70**
	4. 24 Hr. Water Level Observations		Hour	**2**	**$ 45.07**	**$ 90.14**
	5. Piezometers		Each	**0**	**$ -**	**$ -**
	6. Vehicle Charge (Support Vehicle)		Mile	**50**	**$ 1.57**	**$ 78.50**
	7. Vehicle Charge (Logger)		Mile	**100**	**$ 0.49**	**$ 49.00**
IV	**Engineering Data Analysis / Report**					
	1. Engineering Spec. (Soil Classification)		Hours	**4**	**$ 112.61**	**$ 450.44**
	2. Engineering Spec. (Logs)		Hours	**4**	**$ 112.61**	**$ 450.44**
	3. Moisture Content		Ea.	**27**	**$ 9.95**	**$ 268.65**
	4. Atterberg Limits		Ea.	**22**	**$ 75.05**	**$ 1,651.10**
	5. -200 Determination		Ea.	**22**	**$ 62.63**	**$ 1,377.86**
	6. Consolidation Tests		Ea.			**$ -**
	7. Unconfined Compression Testing		Ea.	**3**	**$ 47.05**	**$ 141.15**
	Project Total					**$ 7,736.80**



A1 SITE PLAN
1" = 20'-0"

ero architects
300 South 8th Street,
McAllen, Texas 78501
956.661.0400
www.eroarchitects.com

SCHEMATIC DESIGN

CONSULTANTS

PROJECT NAME: HIDALGO COUNTY PRECINCT 4 OFFICE BUILDING
PROJECT LOCATION: 2042 NORTH DOOLITTLE ROAD EDINBURG, TX 78542
PROJECT OWNER: HIDALGO COUNTY

No.	Date	Description

PROJECT NO.: 11016
DRAWN BY: SERGIO VELA
CHECKED BY: D. IGLESIAS

SHEET TITLE: SITE PLAN

AS101

10/26/2011 11:27:15 AM
C:\Users\dglesias\Documents\11016 Hidalgo County Pct 4 Office Bldg Site2_dglesias.rvt

County of Hidalgo Pct. #4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: OCTOBER 31, 2011
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #2
"Professional Geotechnical Engineering Services for "New Administration Bldg"
C-11-185-07-19

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING WORK AUTHORIZATION **#2** IN THE AMOUNT OF **$10,937.92** FOR **L&G ENGINEERING** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE THROUGH FUNDING SOURCE:
1-1342-431-00-124-075-0-720 REQ.# **205366**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE SPECIALTS III

CC: COUNTY FILES

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-11-185-07-19

THIS AGREEMENT is made effective the **19th** day of **July, 2011** by and between **HIDALGO COUNTY, TEXAS,** ("County") **Hidalgo County Precinct No. 4** and **L & G Engineering** of Mercedes, a Texas Corporation ("Engineer").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing **"Geo Technical Services"** for projects located within **Hidalgo County Precinct No. 4 (on an as needed basis)** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a Professional Engineer to assist the County by providing the Services;

WHEREAS, County 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, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Engineer agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Engineer".

2. Term. This Agreement is for a period of **one (1) year**, effective **July 19, 2011**, and will expire **July 18, 2012** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each **"Work Authorization".**

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a

subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineer Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a

statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. 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 County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such

information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County'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 Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County 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:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement 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

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

12. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

13. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. 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 tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

17. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

18. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

19. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Engineer, and not otherwise.

20. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

21. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not

limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

23. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Engineer: L & G Engineering
Attn: Mr. Jacinto Garza, P.E./President
2100 West Expressway 83
Weslaco, Texas 78570

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

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

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

26. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

27. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

28. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

29. 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).

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

Approved by Commissioners' Court
on 7/19/11 RG

ENGINEER:
L & G ENGINEERING

By: _____

Printed Name ARMANDO J. SANDOVAL

Title: Vice - President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: July 19, 2011

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 County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY (including all funding sources, programs, and entities)
"Professional Engineering Services"
RFQ NO: 2011-001-01-05-YSI

1. **Request For Qualifications Letter, consisting of 1 page.**
2. **Check List, consisting of 1 page.**
3. **Request for Qualifications, Legal Notice, consisting of 8 pages.**
4. **Exhibit A, Requirements, consisting of 9 pages.**
5. **Exhibit B, Evaluation Criteria, consisting of 3 pages.**
6. **Exhibit C, Insurance Requirements, consisting of 4 pages.**
7. **Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
8. **Exhibit E, Proposer's Affidavit, consisting of 1 page.**
9. **Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.**
10. **IRS W-9 Form, consisting of 4 pages.**
11. **Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.**
12. **Documentation Required on Building & Road & Bridge Construction Project, Attachment A, consisting of 1 page.**
13. **Professional Services Procurement Form, Attachment B, 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 — **12-13-10 Date**

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

December 13, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**

Request For Qualifications - **"Professional Engineering Services-Hidalgo County"** (including all funding sources, programs, and entities)
RFQ NO: 2011-001-01-05-YSl

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/ysi

Enclosures

RFQ NO: 2011-001-01-05-YSI	BUYER III: YVETTE ISLAS	TEL: 956-292-7000-EXT. 4874

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY

(Including all Funding Sources, Programs and Entities)

JANUARY 05, 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: 2011-001-01-05-YSI**

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: 2011-001-01-05-YSI-"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"** 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, JANUARY 05, 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: 2011-001-01-05-YSI—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 yvette.islas@co.hidalgo.tx.ux BY NO LATER THAN Monday, December 27, 2010 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, December 29, 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 05, 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:

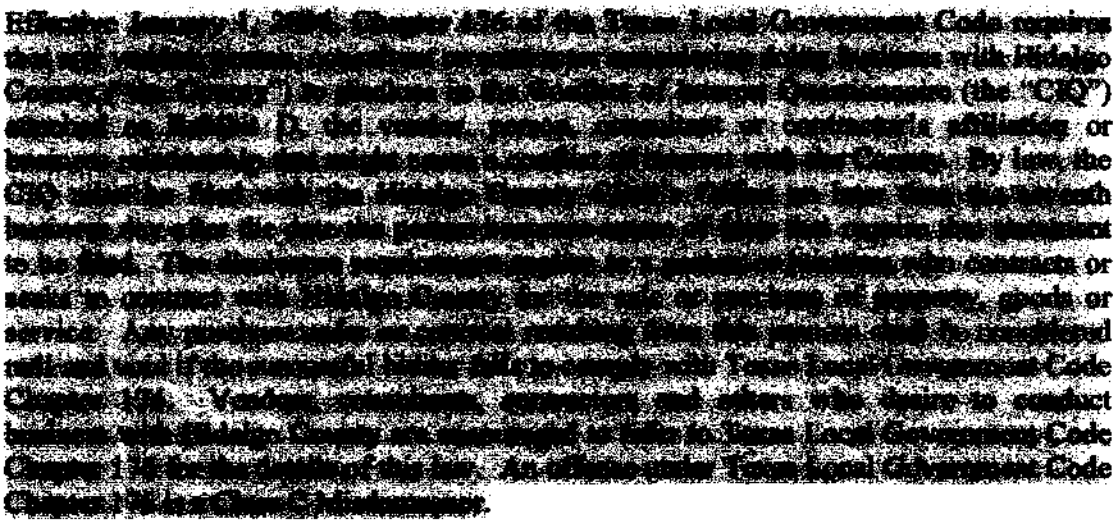
. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head

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. [redacted]



[redacted]

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: 2011-001-01-05-YSI

JANUARY 05, 2011

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:_____

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 ending on February 08, 2012. 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 05, 2010. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2011-001-01-05-YSI

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And 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:
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, Monday, December 27, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, December 29, 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 ending on February 08, 2012, 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:

X Roadway, Bridge and General Design and Construction

X Federal, State and County-funded construction projects

X Solid Waste related projects

X Geotechnical Engineering Projects

X 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.

X Route and Design Studies

X Social, Economic, Environmental Studies and Public Involvement

X Right of Way Maps and Data

X Utility Adjustments

X Surveying

X Pre-Design

B.

X	Roadway Design
X	Drainage Design
X	Solid Waste
X	Signing, Markings and Signalization
X	Traffic Control Plans
X	Bridge Design
X	Plans and Specifications
X	Bid Preparation

C.

X	Building Design
X	Plans, Drawings and Specifications
X	Bid Package Preparation

D.

X	Construction Contract Management
X	Conduct Construction Materials Engineering and Testing Services
X	Design for New Construction
X	Design for Alterations/Renovations
X	Needs Assessment
X	ADA Compliance
X	Code Analysis
X	Cost Estimating

E.

X	Soil/Rock and Foundation Studies
X	Excavations and Trenches
X	Dams and Cut or Filled Slopes

X	Pavements
X	Water and Waste Retention/Disposal
X	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 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**
   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 Engineering 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 Engineering 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:
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

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, JANUARY 05, 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.

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, 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. 2011-001-01-05-YSI

RFQ EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. Professional Qualifications of Team	20	_____
Comments/Rationale For Points: _____		
2. Experience of Project Team	25	_____
Comments/Rationale For Points: _____		
3. Experience/Availability of Project Manager	20	_____
Comments/Rationale For Points: _____		
4. Understanding of Project	25	_____
Comments/Rationale For Points: _____		
5. Familiarity with Applicable Rules and Regulations	10	_____
Comments/Rationale For Points: _____		

Total Score _____

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.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> 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.

INSURED

INSURERS AFFORDING COVERAGE

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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONTRACTOR'S 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 EA ACC AUTO ONLY: AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTH- ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

SAMPLE

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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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 _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____.

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:

❒ Less than 125,000 annual gross receipt
❒ Less than 250,000 annual gross receipt
❒ Less than 499,000 annual gross receipt
❒ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

❒ Black American
❒ Hispanic American
❒ Asian Pacific American
❒ Native American
❒ Women
❒ Other

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 County

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the County in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The County will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the County in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the County may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be
Provided by the Engineer

EXHIBIT "B"
Scope of Services

PROJECT: **Professional Geotechnical Engineering Services on an "as needed basis" for Hidalgo County Pct. No. 4.**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Professional Geotechnical Engineering Services.**

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services***

L&G Engineering will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Geotechnical Engineering Services

Geotechnical Drilling Services

L&G Engineering will provide drilling services for **Hidalgo County Pct. No. 4**. Soil samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer that No. 200. Unconfined Compressive Strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, will be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and
- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

Hidalgo County Pct. No. 4 will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and
- Clearing the boring locations for underground utilities.

Hidalgo County Pct. No. 4 will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

Schedule

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

EXHIBIT C

-Engineer's Contract Rates

EXHIBIT "C"
HIDALGO COUNTY PCT. No. 4
GEOTECHNICAL ENGINEERING
RATES FOR FY 2011-2012

Geotechnical Field Services	**FY 2011**	**FY 2012**
Mobilization	$418.18/Day	$424.45/Day
Stand-By Time	$182.95/Hr.	$185.69/Day
Texas Cone Penetration Test (Tex-132)	$5.23/Ea.	$5.31/Ea.
Soil Boring / Solid Stem	$29.28/Lf	$29.72/Lf
Soil Boring / Hollow Stem	$29.28/Lf	$29.72/Lf
Soil Boring / Mud Rotary	$29.28/Lf	$29.72/Lf
Support Truck	$1.57/Mi.	$1.59/Mi.
Peizometer / Monitoring Well	By Quote	By Quote

Soil Classification Testing	**FY 2011**	**FY 2012**
Moisture Content Determination	$10.00/Ea.	$10.15/Ea.
Determination of Liquid Limit of Soils	$50.09/Ea.	$50.84/Ea.
Determination of Plastic Limit of Soils	$50.09/Ea.	$50.84/Ea.
Atterberg Limits of Soils	$75.06/Ea.	$76.19/Ea.
Bar Linear Shrinkage of Soils	$62.63/Ea.	$63.57/Ea.
Sieve Analysis		
Through #200 Sieve	$73.18/Ea.	$74.28/Ea.
Finer #200 Sieve	$52.27/Ea.	$53.05/Ea.
Unit Dry Weight	$27.18/Ea.	$27.59/Ea.
Specific Gravity	$73.18/Ea.	$74.68/Ea.

Strength / Volume Change Laboratory Testing	**FY 2011**	**FY 2012**
Unconfined Compression-Soil Shelby Tube Specimen	$47.05/Ea.	$47.76/Ea.
Unconfined Compression-RockCore Specimen	$50.19/Ea.	$50.94/Ea.
Swell Test-Pressure Method	$261.36/Ea.	$265.28/Ea.
Swell Test-Free Swell	$146.36/Ea.	$148.56/Ea.
Consolidation Test	$491.36/Ea.	$498.73/Ea.
HydraulicConductivity	$365.90/Ea.	$371.39/Ea.

L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.

Personnel:	Engineer (Principal)	$150.22/Hr.	$152.47/Hr.
	Engineering Specialist	$112.61/Hr.	$114.30/Hr.
	Technician (Soils)	$45.07/Hr.	$45.75/Hr.
	Technician (Concrete)	$57.55/Hr.	$58.41/Hr.
	Technician (Asphalt)	$57.55/Hr.	$58.41/Hr.
Expenses:	Mileage	.49/Mi	.50/Mi.

^^Fees adjusted approximately 1.5% annually.

EXHIBIT D

-Work Authorization Form

EXHIBIT "D"
HIDALGO COUNTY
Professional Engineering for GEO Technical Services
Agreement #C-11-185-07-18
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 Engineer's 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 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

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 content and detail of this Work Authorization No. _.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (approval date)___ as indicated below and effective as of _____day of _____, 2011.

THE ENGINEER:
L & G ENGINEERING

_____
Jacinto Garza, P.E./President

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineer of, _____, Texas, hereinafter called the "**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, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Paragraph ___ of the **Agreement**, (paragraph 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:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

Client#: 11734 LGLABOR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/20/2011

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	CONTACT NAME:	
Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	PHONE (A/C, No, Ext): 956 682-9423	FAX (A/C, No): 956871286
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
L & G Engineering 2100 W Expressway 83 Mercedes, TX 78570	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		X	TSF00010203000	07/23/2011	07/23/2012	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y / N/A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab			LHC730859	07/19/2011	07/19/2012	$2,000,000 Limit	
A	Pollution Liab			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	CANCELLATION
Hidalgo County Purchasing Dept Marth L Salazar, CPPB 2812 S Business Hwy 281 Edinburg, TX 78539	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

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DESCRIPTIONS (Continued from Page 1)

Blanket Waiver of Subrogation

** Supplemental Name **
First Supplemental Name applies to all policies - L & G Engineering
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-27461 **16.D.1.**

Pct 4-Prof Services Agreements-L&G Engineering (on call) w/WA#1 & Dos Land Surveying (on call)

CC REGULAR

Date: 07/19/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

a. Requesting approval of a "professional engineering services" agreement with L&G ENGINEERING for: "Professional GEO Technical Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4.

b. Requesting approval of Work Authorization No. 1 for ($ 6,412.88) from L&G Engineering for "Professional GEO Technical Services" in connection to Contract #C-11-185-07-19, for ongoing (Project): Building Repairs and/or Additions and Renovations to the WIC OFFICES located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road located within Hidalgo County Precinct No. 4, (project architect-Dannenbaum Engineering Company).

c. Requesting approval of a "professional surveying services" agreement with DOS LAND SURVEYING for: "Surveying Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4.

BACKGROUND

Contract Doc#C-11-185-07-19-L&G Engineering (GEO Technical Services)
Work Authorization#1 - L&G Engineering (Geo Tech Svc for ongoing project for WIC Off at Pct 4)
Contract Doc#C-11-184-07-19-Dos Land Surveying (Surveying Services)
Email approval by legal-Contract Documents
Email approval by Raul Sesin-Engineering Rates

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-124-007-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 7-14-11 $154,766.15

FISCAL YEAR: 2011 **ACCT. #:** 1-1292-441-00-350-001-1-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 7-14-11 $39,331.00

CC Approved July 19,2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
July 19, 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** Palacios out
2. **Pledge of Allegiance** All
3. **Prayer** Com. Quintanilla
4. **Approval of Consent Agenda** All Approved
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"

no action

B. **AI-27564** Discussion, consideration and action relating to the office of County Court at Law #7.

C. **AI-27567** 1. Approval to create the following full-time positions:

approved

Dept./ Prog.	Slot No.	Position Title	Budgeted Salary
Pct. 1 Admin. (121-004)	0011	Clerk IV	$35,500.00
Pct. 1 Admin. (121-004)	0012	Administrative Assistant IV	$48,000.00
Pct. 1 Admin. (121-004)	0013	Clerk	$27,500.00
Pct. 1 Admin. (121-004)	0014	Call Center Manager	$51,000.00
Pct. 1 Admin. (121-004)	0015	Administrative Assistant III	$36,000.00
Pct. 1 Admin. (121-004)	0016	Clerk	$27,500.00
Pct. 1 Rd Maint. (121-005)	0115	Maintenance III	$38,000.00

2. Approval of revised salary schedule(s).

D. **AI-27506** Law Library:
Requesting approval to increase the Law Library Filing Fee from $30.00 to the maximum allowable amount of $ 35.00 per case filed as per Section 323.023 (a) of the Local Government Code effective September 1, 2011

approved

7. **County Judge's Office:**

presentation A. **AI-27572** Recognition of Aurora Cavazos

presentation only B. **AI-27521** Presentation by Hidalgo County Metropolitan Planning Organization Director Andrew Canon.

CC Approved July 19, 2011

CC Approved July 19,2011

and Delinquency Prevention (OJJDP) ($300,000.00). New grant end date is 12-31-11.

B. Salary Schedule Changes:

1. AI-27469 Reclassifications:

approved a. Approval to reclassify two (2) regular full time positions, from Collection Specialist I to Collections Enforcement Officer I, title change only; reviewed and recommended by Classification Committee, as per section 3.22 of the Civil Service Commission Rules, effective next full pay period (08/01/11).

approved b. Approval to reclassify eight (8) regular full time positions, from Collection Specialist II to Collections Enforcement Officer II, title change only; reviewed and recommended by Classification Committee, as per section 3.22 of the Civil Service Commission Rules, effective next full pay period (08/01/11).

approved c. Approval to delete the Collection Specialist I and Collection Specialist II classification from the position inventory.

approved d. Approval of revised salary schedules.

16. 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

1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

2. Presentation for discussion, consideration and action

nothing to report a-c 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
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:

nothing to report a-c
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. AI-27474 Sheriffs' Office

approved Request, Consideration for approval to purchase a mobile surveillance camera for the Hidalgo County Sheriff's Law Enforcement Facility thru Hidalgo County's membership/participation with GSA Contract No.#GS-07F-0117U, which includes delivery, installation and training in the amount of $221,016.32.

B. Pct. 1

1. AI-27463 Acceptance and approval of Work Authorization #3 in the amount of $5,829.55 for "Mile 4½ West Road (between Mile 11 and Mile 12) Project" for Construction Materials Testing Services with L & G Engineering Laboratory, LLC in Hidalgo County Precinct No.1 in connection with Contract #C-10-319-10-19 (approved by CC on 10/19/10).

approved

CC Approved July 19, 2011

CC Approved July 19,2011

2. **AI-27484** a. Acceptance and approval of the Interlocal Cooperation Agreement between Hidalgo County Precinct No. 1 and Delta Lake Irrigation District for the provision of irrigation water for park(s);

approved

b. Acceptance and approval of an Interlocal Cooperation Agreement Project: provision of water for the irrigation of approximately 30 acres of park more specifically, Delta Lake Park in Precinct No. 1.

approved

C. Pct. 3

1. **AI-27520** Presentation of bids received with recommendation from project engineer, Javier Hinojosa for the purposes of award to Valley Boring Service, LLC (low bidder meeting all specifications attached hereto) with a base bid of $73,160.00 for "Drainage Improvements to 2 Mile Line Abram Rd." 36" Dry Bore Method under H.C.I.D. No. 6 Canal and as concurred by Commissioner Joe M. Flores, Hidalgo County Pct. #3-Project #2011-174-07-06-OGG.

approved

D. Pct. 4

1. **AI-27461** a. Requesting approval of a "professional engineering services" agreement with L&G ENGINEERING for: "Professional GEO Technical Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4.

approved

b. Requesting approval of Work Authorization No. 1 for ($ 6,412.88) from L&G Engineering for "Professional GEO Technical Services" in connection to Contract #C-11-185-07-19, for ongoing (Project): Building Repairs and/or Additions and Renovations to the WIC OFFICES located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road located within Hidalgo County Precinct No. 4, (project architect-Dannenbaum Engineering Company).

approved

c. Requesting approval of a "professional surveying services" agreement with DOS LAND SURVEYING for: "Surveying Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4.

approved

E. Health & Human Services Dept.

1. **AI-27452** Requesting authority to purchase (1) one New Mobile Unit through County's participation/membership with TASB Buyboard's from awarded vendor Farber Specialty Vehicles contract # 300-08; for Hidalgo County Health and Human Services in the total price not to exceed $361,100.00 under Project # 2011-118

approved

2. **AI-27518** Acceptance and approval to award proposal from job order contractor, Herrera & Hunt Inc. (awarded JOC through HCDE-Choice Facility Partners) in the amount of $1,700.00 for the Hidalgo County Health and Human services "Re-location of File Cabinet".

approved

F. WIC

1. **AI-27462** Requesting approval of a "professional engineering services" agreement with L&G ENGINEERING LABORATORY, LLC for "Construction Material Testing" services for the ongoing project: Building Repairs and/or Additions and Renovations to the W.I.C. Offices located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road located within Hidalgo County Precinct No. 4, (project architect-Dannenbaum Engineering Company).

approved

G. Executive Office

1. **AI-27574** Authority to advertise the lease of office in the City of Edinburg for the housing of a judicial Courtroom for Hidalgo County with procurement packet which includes specifications to be developed and drafted by Purchasing with input and direction by Executive Officer.

approved

1. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

CC Approved July 19, 2011

Attachments

Link: contract#C-11-185-07-19-L&G Eng
Link: WA#1-L&G Engineering(WIC Offices)
Link: contract#C-11-184-07-19-DLSurveying
Link: email apprvd by legal
Link: email apprvd eng rates-Mr Sesin
Link: email legal apprvd contract-DLS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/12/2011 04:16 PM	APRV
2	Budget & Management	Merlen P. Munoz	07/12/2011 04:42 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/14/2011 03:59 PM	APRV
4	Auditor's Office		07/15/2011 04:39 PM	NEW

Form Started By: Letty Saenz Started On: 07/11/2011 10:26 AM
Final Approval Date: 07/15/2011

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: NOVEMBER 02, 2011
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. 11323957: CONTRACT #C-11-234-09-13

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#11323957** IN THE AMOUNT OF **$40,790.00** 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. # 11323957
P.O. 663995

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323957
INVOICE DATE: 10/31/11

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

Engineering services for the month of October 2011.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
11006-Design Schem	57,600.00	5,760.00	8,640.00	14,400.00	25.0	43,200.00
11007-Prelim ROW Req	20,000.00	2,000.00	3,000.00	5,000.00	25.0	15,000.00
12001-EA Reports	35,000.00	3,500.00	5,250.00	8,750.00	25.0	26,250.00
12002-Pub Involvment	20,000.00		5,000.00	5,000.00	25.0	15,000.00
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	4,500.00	7,500.00	25.0	22,500.00
16307-Utilities	22,500.00	2,250.00	3,375.00	5,625.00	25.0	16,875.00
60000-Row Acq. Admin	73,500.00	7,350.00	11,025.00	18,375.00	25.0	55,125.00
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	24,310.00	40,790.00	65,100.00	15.2	364,500.00

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	429,600.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	429,600.00
TOTAL COMPLETED TO DATE	$	65,100.00
LESS PREVIOUS INVOICES	$	24,310.00
CURRENT PAYMENT DUE	$	40,790.00

L&G Engineering
Transportation Consultants

November 1, 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 October 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, and right-of-way acquisition services for the FM 1925 project (Phase I) from Kenyon Road to FM 907. The following is a narrative of the progress report for this work authorization.

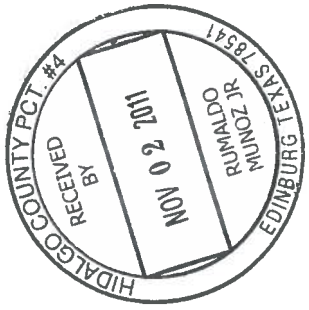
FC 11006 – DESIGN SCHEMATIC		**% Complete**
L&G has met with TxDOT to discuss the alignment options and we have placed the preliminary roadway alignment and profile on the schematic overlayed on the latest aerials. These can be finalized once the ROW surveying has been completed.	**L&G**	**25%**
FC 11007 – PRELIMINARY ROW INFO		
L&G has obtained Preliminary Tax Rolls and is currently mapping Preliminary ownership for limits of the project. L&G has met with TxDOT, HCDD #1 and the utility companies for ROW information.	**L&G**	**25%**
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**	**25%**
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 has prepared a list of affected Property Owners in preparation for the individual property ownership meetings.	**L&G**	**25%**
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. We have also met with HCDD#1 to coordinate the discharging into their ditches.	**L&G**	**25%**

FC 16307 – UTILITIES		
Preliminary investigation has begun. L&G has met with Tennessee Pipeline, CPN Pipeline, & North Alamo Water Supply and has located their lines and plotted them on the preliminary schematic. We have met with TxDOT regarding the 16" High-Pressure gas line and are investigating the property interests to determine their compensability.	**L&G**	**25%**
FC 60000 – ROW ACQUISITION ADMINISTRATION		
The negotiation for the scope of services for WA has been completed and the project site has been visited & inspected on several occasions. Utility investigations are ongoing with CPN & ownership data has been requested from Sierra Title to determine their property interest. We have established a project presence at L&G Engineering Consulting Engineers ROW office at 900 S. Stewart Rd, Mission, Texas 78572. We are open during normal County & State working hours with available personnel to answer questions. At least one staff member is a current commissioned notary public. Personnel are available for meeting as determined by the County. Several meetings have been held with TxDOT to discuss the utility issues.	**L&G**	**25%**
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



LIMITS: from Kenyon Road to FM 907 (Old Alamo Road)
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

10/27/2011

TASK AND DESCRIPTION	FIRM	2011				2012												2013											
		SEP	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
Project Planning																													
Obtain Right of Entry (Surveying)																													
Design Surveys																													
Existing Right-Of-Way Layout																													
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																												
Draft Environmental Document, Field Visits, Etc.	L&G																												
Submit Draft EA	L&G																												
District Review/Revisions	TxDOT																												
Regional Office Review & Comments	TxDOT																												
Revisions as per RO comments	L&G																												
Agency Coordination	TxDOT																												
Conduct meeting with affected property owners	L&G																												
FHWA Review & Revisions	TxDOT																												
Approval of ReEvaluation	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																												
PS&E																													
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

HIDALGO COUNTY PCT. #4 RECEIVED BY NOV 02 2011 RUMALDO MUNOZ JR. EDINBURG, TEXAS 78541

Purchase Order

COUNTY OF HIDALGO

PO#: 663995

DATE: 09/21/11

VENDOR: 280046 REQ:00203051
FAX (956)565-6746 Email:
Phone:(956)565-9813
L & G CONSULTING ENGINEERS, INC.
2190 N. EXPRESSWAY 83
MERCEDES TX 78570
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:
SITE: COMMISSIONER, PRECINCT 4
Contract No: C-11-234-09-13

Special Instructions:
PCT. REQ. #1365

VENDOR NOTES

1. DO NOT ADD TO OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS
4. INVOICE EACH PURCHASE ORDER SEPARATELY. ORIGINAL INVOICES ARE REQUIRED DUPLICATE COPY MAY BE ACCEPTED. PO NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER Dnu# 113239 43		
		AS PER CONTRACT C-11-234-09-13		
1	LOT	CC WORK AUTHORIZATION #1 APPROVED COMMISSIONERS' COURT OF 9/13/2011 AGENDA ITEM A1-28500 UNDER CONTRACT C-11-234-09-13	429,600.00	429,600.00
		FOR THE PURPOSE OF ENGINEER TO PROVIDE ENGINEERING SERVICES REQUIRED FOR THE PREPERATION OF ROADWAY SCHEMATIC, HYDROLOGIC MAP, SCHEMATIC SURVEYS, COORDINATE ENVIROMENTAL ASSESSMENT WITH TxDOT, LIMITED PUBLIC INVOLMENT FOR ENVIRONMENTAL ASSESSMENT, COMPENSABLE UTILITIES MANAGEMENT OVERSIGHT, ROW MAP, RIGHT-OF-WAY ACQUISITION SERVICE FOR THE FM 1925 PROJECT (PHASE I) FROM HENTON ROAD TO FM 907 (OLD ALAMO ROAD).		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
			Total	429,600.00

****

For Hidalgo County use only

1-1356-431-00-124-078-0-731 429,600.00

Approved .....

Authorized by: Martha L. Salazar

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

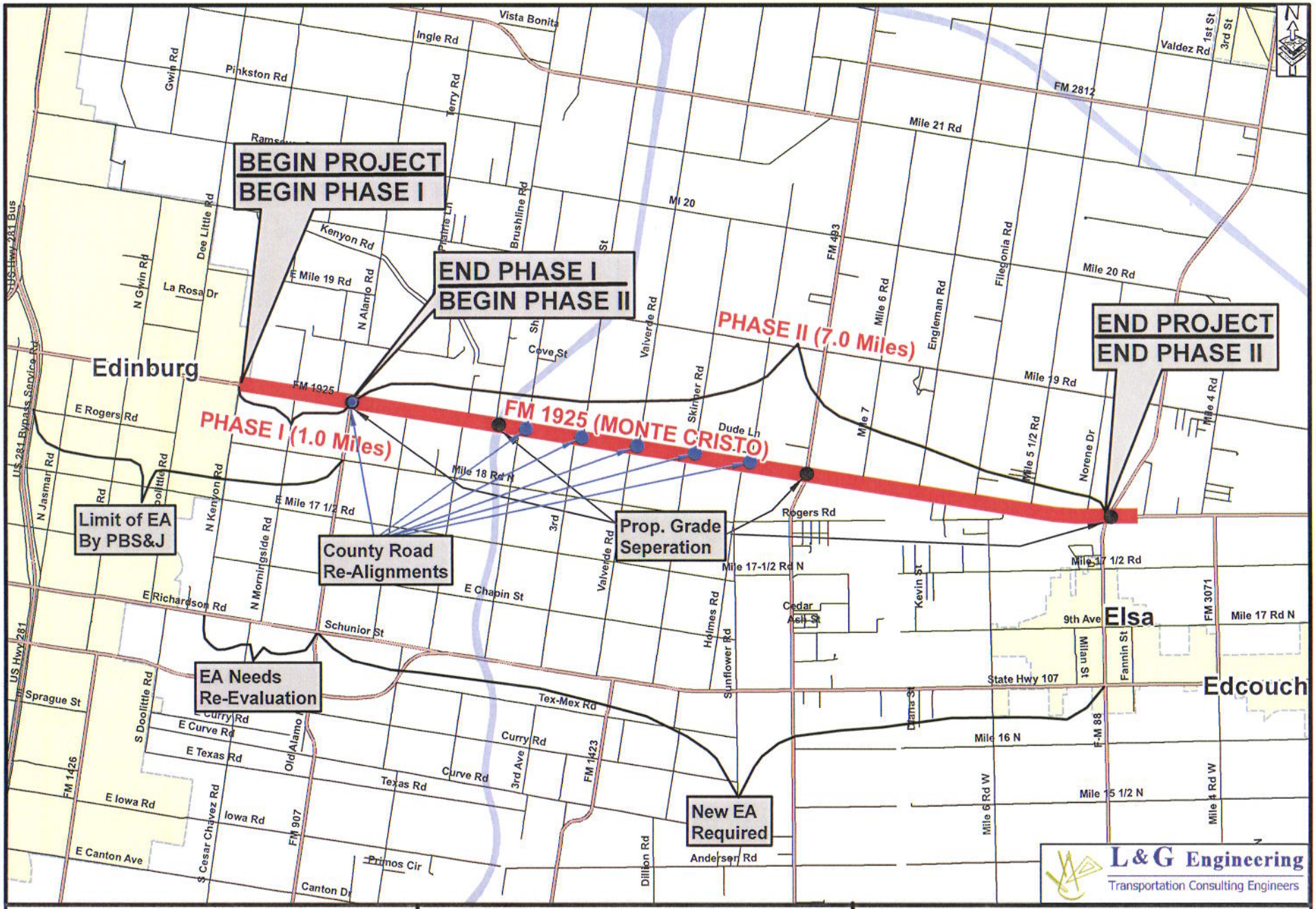
THE OWNER:
HIDALGO COUNTY

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

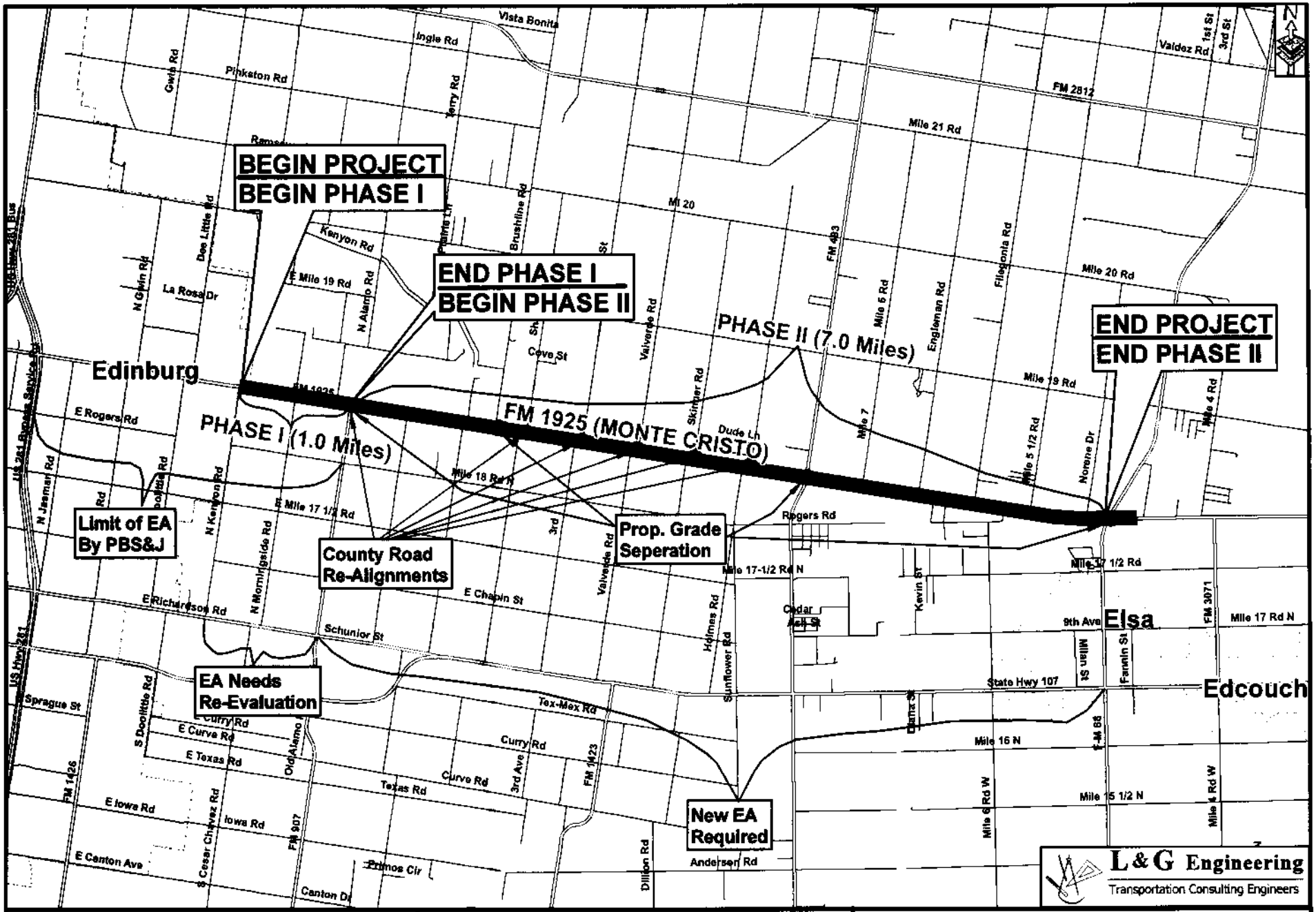
Approved on Commissioners' Court:

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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	TSF00010203000	07/23/2011	07/23/2012	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							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

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: NOVEMBER 01, 2011
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. 01.1011 OBWA1: CONTRACT #C-11-184-07-19

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#01.1011 OBWA1** IN THE AMOUNT OF **$17,794.83** FOR **DOS LAND SURVEYING** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#663958,**
ACCOUNT: **1-1342-431-00-124-075-0-720**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE SPECIALIST III

CC: COUNTY FILES
ATTACHMENTS: Inv. **#01.1011 OBWA1**
P.O. **663958**

Dos Land Surveying

INVOICE

No.: 01.1011 OBWA1

Date: Monday, October 31, 2011

Bill To:
Hidalgo County Precinct No. 4
Joseph Palacios, Commissioner
1051 Doolittle Rd
Edinburg, TX 78542

Attention: Humberto Garza / Gloria Beltran

HIDALGO COUNTY PCT. #4 RECEIVED BY NOV 01 2011 RUMALDO MUNOZ JR EDINBURG TEXAS 78541

Professional Surveying Services
Work Authorization #1: Office Building Project

Contract No. C-11-184-07-19

Period of Performance: Thru September 30, 2011

PSO Code: DLI.11.1800.02

PO # 663958

Scope of Work	CONTRACT AMOUNT	% ADVANCE	CURRENT ADVANCE	REMAINING BALANCE	PAID TO DATE	CURRENT AMOUNT DUE
1) Topographic survey of approximately 12 acres consisting property on Doolittle Rd and the Railroad property to the north. All utilities, existing surface features, entrance drives and roadways will be located and tied. 2) Boundary survey plats and metes & bounds description of Railroad property to the north. All property corners will be found or set if missing and marked.	$17,794.83	100 00%	$17,794.83	$0.00	$0.00	$17,794.83
Total	$17,794.83		$17,794.83	$0.00	$0.00	$17,794.83

(F)

INVOICE RECEIVED BY: on 11-1-11

GOODS/SERVICES RECEIVED BY: on 11-1-11

1 -1342-431-00-124-0750-720
Pct. # 1355
Pur. Req. # 202956
P.O. # 663958

AB

CURRENT AMOUNT DUE $17,794.83

Please remit to:

Dos Land Surveying 1002 E. Exp. 83 Weslaco, Texas 78596

THANK YOU FOR YOUR BUSINESS!

Confidential Information

PROJECT FEE ESTIMATE

CLIENT: Hidalgo County
PROJECT: Hidalgo County Pct 4 - Office Building DATE: 6/15/2011

ID	ACTIVITY	HOURS					$			
		3-MAN CREW	CADD TECH	SURVEY TECH	RPLS	EXP	DIRECT SALARIES	DIRECT EXP @	INDIRECT EXP @	TOTAL
		154.37	75.19	90.29	185.22					
1. Topography										
1.01	Establish Control	2			2		679.18	-	-	679.18
1.02	Tie roadways and entrance drives	3			2		833.55	-	-	833.55
1.03	Tie existing utilities	2			2		679.18	-	-	679.18
1.04	Tie existing surface features	3			2		833.55	-	-	833.55
1.05	Set benchmark and take spot elevations	4			2		987.92	-	-	987.92
1.06	Topo of railroad property	15			2		2,685.99	-	-	2,685.99
1.07	Drafting of DTM and Topographic Map		12	13	1		2,261.27	-	-	2,261.27
1.08	QAQC		1	3	1		531.28	-	-	531.28
2. Boundary Survey of Railroad Property										
2.01	Deed Research			8	2		1,092.76	-	-	1,092.76
2.02	Preliminary Deed Sketch		8		2		971.96	-	-	971.96
2.03	Locate and tie all property corners and monumentation	8			2		1,605.40	-	-	1,605.40
2.04	Locate and tie ROW on Doolittle and N. M Rd.	6			2		1,296.66	-	-	1,296.66
2.05	Download, Analyze and Reduce Raw Survey Data			1	1		275.51	-	-	275.51
2.06	Analyze boundary and ROW			2	2		551.02	-	-	551.02
2.07	Boundary Survey Plat		4	4	2		1,032.36	-	-	1,032.36
2.08	Metes and Bounds Description			2	2		551.02	-	-	551.02
2.09	Set missing property corners	6					926.22	-	-	926.22
	SUBTOTAL	49	25	33	29	0.00	17,794.83	-	-	17,794.83
TOTAL		49	25	33	29	0.00	17,794.83	-	-	17,794.83

DOS LAND SURVEYING, LLC

Dos Land Surveying

Surveying Proposal

Client: Hidalgo County

Project: Hidalgo County Pct 4 - Office Building

Date: 6/15/2011

Scope of Work

1. Topographic survey of approximately 12 acres consisting of the county property on Doolitle Road and the railroad property to the north. All utilities, existing surface features, entrance drives and roadways will be located and tied.
2. Boundary survey plat and metes & bounds description of railroad property to the north. All property corners will be found or set if missing and marked.

We propose to render the professional services as described in the Scope of Work in connection with the project named above. Upon acceptance of the proposed services and fees performance of the Scope of Work will begin. You will be contacted for any information necessary to perform the proposed services.

Item	Description	Fees
1	Scope of work as outlined above	$ 17,794.83
2		
3		
4		
5		
	TOTAL	$ 17,794.83

Client acknowledges that it has selected Dos Land Surveying, LLC (DLS) to perform professional services in connection with the above Scope of Work and has solicited this Fee Proposal (PROPOSAL). The fee proposal presented herein is in response to such request. If accepted as indicated by the CLIENT's signature below, this proposal shall become an agreement and be effective as of the date indicated below between

Hidalgo County **(CLIENT)**

and DLS (SURVEYOR). CLIENT retains SURVEYOR to perform the professional services in connection with the matter described above in Scope of Work.

CLIENT
Hidalgo County

by: _____

Title: _____

SURVEYOR
Dos Land Surveying, LLC

Michael Wood, R.P.L.S.

Survey Manager
1002 E. Expressway 83
Weslaco, TX 78596
(956) 969-4183

Purchase Order

COUNTY OF HIDALGO

PO#: 663958

DATE: 09/21/11

VENDOR: 360251 REQ:00200956

Email:

Phone:

DOS LAND SURVEYING
2811 E. MILE 9.5
DONNA TX 78537

Vendor Acct:

BUYER:

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:

SITE: COMMISSIONER, PRECINCT 4

Contract No: C-11-184-07-19

Special Instructions:

EST. REQ. #1355

VENDOR NOTES

1. DO NOT ADD TO OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED. PO# NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT #C-11-184-07-19 (7/19/2011 TO 7/18/2012)		
1	LOT	CC SERVICES FOR SURVEYING OF THE "HIDALGO COUNTY PCT 4 - OFFICE BUILDING PROJECT": SCOPE OF WORK: 1) TOPOGRAPHIC SURVEY OF APPROXIMATELY 12 ACRES CONSISTING PROPERTY ON DOOLITTLE ROAD AND THE RAILROAD PROPERTY TO THE NORT. ALL UTILITIES, EXISTING SURFACE FEATURES, ENTRANCE DRIVES AND ROADWAYS WILL BE LOCATED AND TIED. 2) BOUNDRY SURVEY PLATS AND METES & BOUNDS DESCRIPTION OF RAILROAD PROPERTY TO THE NORTH. ALL PROPERTY CORNERS WILL BE FOUND OR SET IF MISSING AND MARKED. REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	17,999.42	17,999.42
		Total		17,999.42

****

For Hidalgo County use only

1-1342-451-00-124-075-0-720 17,999.42

17794.83 (F)

Approved

$204.59

Authorized by: Maritza L. Salazar

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

NOTICE TO PROCEED

CONTRACT #C-11-184-07-19
P.O. 663958

Date: **September 21, 2011**

Project Name: **"Hidalgo County Pct 4 Office Building Project"**

Project Location: **Hidalgo County Pct. #4**

This is to inform you that you, **Dos Land Surveying** of 2811 E. Mile 9.5 Donna Texas 78537.

May proceed with the scope of services as outlined in the following **Purchase Order 663958 "Hidalgo County Pct 4 Office Building Project."**

Should you have any questions please call our office at 383-3112.

Joseph Palacios MAB
Joseph Palacios
Commissioner Pct. #4

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-11-184-07-19

THIS AGREEMENT is made effective the **19th** day of **July, 2011**, by and between the **County of Hidalgo, Texas** ("County") and **Dos Land Surveying, LLC** ("Surveyor").

WITNESSETH:

WHEREAS, the County requires "Surveying Services" for **"Road and Bridge, C.I.P.** and **Other Projects in General" (on an as needed basis)** located within **Hidalgo County Precinct No. 4,** and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Surveying Services", and

WHEREAS, from which "Professional Surveyor" has been selected from the "Pool" of pre-qualified Surveyors from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional Surveyors to assist the County by providing Surveying services; and

WHEREAS, County has selected the Surveyor to provide Surveying services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County "Surveying services" for and in connection to the: **"Road and Bridge, C.I.P.** and **Other Projects in General" (on an as needed basis)**

located within **Hidalgo County Precinct No. 4,** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor". ***In the event the Surveyor does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Surveyor that Hidalgo County has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scopes of Services ordered, Surveyor must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. Term. This Agreement shall commence upon approval of this agreement for a term of **one (1) year,** effective **July 19, 2011,** expiring, **July 18, 2012** or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each **"Purchase Order"**.

The County assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the County for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. Non-Exclusive Services of Surveyor Hidalgo County reserves the right to request these services from other sources other than the Surveyor and shall not be in violation of any terms or conditions of this Agreement.

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a

requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a work order, the Surveyor shall undertake and complete the authorized work. The County or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the County, or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the agreement period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the agreement. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this

provision.

8. Reporting. The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the agreement, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this agreement, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this agreement.

10. Independent Contractor. Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Agreement. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. The County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act,

§100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Surveyor, may not assign the obligations or rights under this agreement to any person without the prior written consent of County.

14. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Surveyor.

16. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Surveyor, and not otherwise.

18. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Surveyor should cause, either directly or indirectly, damage,

loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:
County of Hidalgo
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Surveyor:
Dos Land Surveying, LLC
Attention: Eric Ybarra, President/CEO
1002 E. Expressway 83
Weslaco, Texas 78596

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

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and

carry out the terms of this Agreement.

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

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

25. Authority. The execution and performance of this Agreement by County and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Surveyor in accordance with its terms.

26. Commitment of Current Revenues. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Surveyor. The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

WITNESS WHEREOF, the **Surveyor** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 19th day of July, 2011.

SURVEYOR:
DOS LAND SURVEYING, LLC

BY: _____
Eric Ybarra, President/CEO

OWNER:
HIDALGO COUNTY

BY: _____
Hon. Ramon Garcia, County Judge

Approved by Commissioners' Court
on 7/19/11 RD

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on July 19, 2011

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

By: _____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Surveyor
EXHIBIT B	-Surveying Rate Schedulel
EXHIBIT C	-Certificate of Insurance *(Hidalgo County)*

EXHIBIT "A-1"

Request for Qualifications
(RFQ) Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

December 13, 2010

_____
_____
_____
_____

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Real Estate Surveyors-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2011-003A-01-05-SMA

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/sma

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)
"Real Estate Surveyors -Pool"

RFQ No: 2011-003A-01-05-SMA

1. **Request for Qualifications Letter, consists of __1__ page.**
2. **Request for Qualifications, Legal Notice, consisting of __7__ pages.**
3. **Exhibit A, Requirements, consisting of __7__ pages.**
4. **Exhibit B, Evaluation Criteria, consisting of __2__ pages.**
5. **Exhibit C, Insurance Requirements, consisting of __4__ pages.**
6. **Exhibit D, CIQ Conflict of Interest Questionnaire, consists of__1__page.**
7. **Exhibit E, Proposer's Affidavit, consists of __1__ page.**
8. **Vendor/Bidder Application and W-9 form consisting of__6____ pages.**
9. **Certification Regarding Debarment, consists of __1__ page.**
10. **Attachment "A",- Documentation required on Bldg., Road & Bridge Construction Projects, consists 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

Martha L. Salazar, CPPB, Purchasing Agent

December 13, 2010
Date

LEGAL NOTICE

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

RFQ No: 2011-003A-01-05-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 292-7000 ext. 4865

REQUEST FOR QUALIFICATIONS

Hidalgo County
REAL ESTATE SURVEYORS - POOL
(Including all funding sources, Programs, and Entities)

JANUARY 05, 2011

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

1. **Sealed Statements of Qualifications** will be received for **"Real Estate Surveyors - Pool-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 and seven (7) copies of RFQs are required, with 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, **RFQ No. 2011-003A-01-05-SMA "Real Estate Surveyors Pool--Hidalgo County"** 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 AM, Wednesday, January 05, 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 IN REFERENCE TO RFQ.**

   Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Monday, December 27, 2010 at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, December 29, 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 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.

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 addendaas 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 - **"Real Estate Surveyors Pool-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 05, 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 participating firms 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 therefor 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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit 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 REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.

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
Real Estate Surveyors Pool-Hidalgo County
(Including all funding sources, Programs, and Entities)

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 participating firm proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its 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 acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant 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,

Participant:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Surveyors (firms) in order to establish a pre-qualified pool 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 Real Estate Surveyors will be for a period starting **February 9, 2011 and ending February 8, 2012.**

The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Real Estate Surveyors Pool-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 05, 2011. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2011-003A-01-05-SMA

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/Packet 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:
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 to (956)292-7612 or via e-mail to

sandra.montalvo@co.hidalgo.tx.us **BY NO LATER THAN** MONDAY, December 27, 2010 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, December 29, 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 N. 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 of one (1) year, 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 and seven (7) copies** 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 Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

A. SCOPE OF SURVEYING SERVICES:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.

2. Topographical survey, including establishment of survey bench mark.

3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.

4. Local Registered Professional Licensed Surveyor to verify all information and certify all required hard copies.

5. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

a) Firm name, address, phone number and person to contact regarding the Statement of Qualification.

b) Qualifications and recent experience of the firm and key personnel relative to the performance of

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.

g) Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The surveyor should include copies of their Professional Liability Insurance.

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) CD in 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."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. RESPONSIVENESS: **30 points**
    a) Requested Information
    b) Thoroughness
    c) Understanding of Project
    d) List of references provided
    e) .Clarity - Brevity
    f) Degree of Interest

2) FIRM CAPABILITIES: 45 points

a) Background
b) Relevant experience
c) Experience with similar projects
d) Knowledge of area
e) Timeliness of schedule
f) Quality services previously provided to Hidalgo County
g) Current workload
h) Ability to commence various requested projects simultaneously
i) Completion of projects within budgets

3. STAFFING: 15 points

a) Required discipline skills
b) Key personnel
c) Qualifications of personnel

4. EQUAL OPPORTUNITY EMPLOYER 05 points

5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS 05 points

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:
Once a Project has been identified and it is determined that Real Estate Surveyor 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 Real Estate Surveyor 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: **One (1) original, seven (7) copies and two (2) CD in PDF Format** of RFQs 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

The Submittal Envelope/Packet Must Show The RFQ Number, Participate Name And Opening Date.

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 05, 2011.**

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

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

EXHIBIT "B"
EVALUATION CRITERIA
REAL ESTATE SURVEYORS-POOL
RFQ No. 2011-003A-01-05-SMA

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. RESPONSIVENESS (30) POINTS

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity – Brevity
   F. Degree of Interest

2. FIRM CAPABILITIES (45) POINTS

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeless of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. STAFFING (15) POINTS

   A. Required discipline skills
   B. Key personnel
   C. Qualifications of personnel

4. EQUAL OPPORTUNITY EMPLOYER (05) POINTS

5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS (05) POINTS

GRAND TOTAL 100 Points

EXHIBIT "B"
EVALUATION CRITERIA
REAL ESTATE SURVEYORS-POOL
RFQ No. 2011-003A-01-05-SMA

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		**TOTAL** _____
2. FIRM CAPABILITIES (45 pts)	5	
➢ Background		
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		**TOTAL** _____
3. STAFFING (15 pts)	5	
➢ Required discipline skills		
➢ Key personnel	5	
➢ Qualification of personnel	5	
Comments/Rationale For Points:		**TOTAL** _____
4. EQUAL OPPORTUNITY EMPLOYER (05 pts)	5	
Comments/Rationale For Points:		**TOTAL** _____
5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS (05 pts)	5	
Comments/Rationale For Points:		**TOTAL** _____
	Total Score	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

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.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> 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 (Any one person) PER & ADV INJURY AL AGGREGATE ODUCTS – 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 ☐ CLAIM DE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				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** **2812 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

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONAIRE

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING FOR "REAL ESTATE SURVEYORS"

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 _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

VENDORS APPLICATION & W-9 FORMS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

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:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

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. November 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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

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.

Also see *Special rules regarding partnerships* on page 1.

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 income tax return. 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 income tax return 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*. 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.) Also see *Special rules regarding partnerships* on page 1.

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, the District of Columbia, and U.S. possessions 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

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

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.

ATTACHMENT "A"

DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

"REAL ESTATE SURVEYORS- POOL"

RFQ No. 2011-003A-01-05-SMA

ATTACHEMENT "A"

HIDALGO COUNTY PURCHASING DEPARTMENT
DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documentations Listed Below.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
1	Application & Certificate 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 that the County is not held liable for activities not under its control.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	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 IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	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 Payment of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company of Final Payment	Architect	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.

EXHIBIT "A"

Scope of Services to be provided by the Surveyor

EXHIBIT "B"

Services to be Provided by the Surveyor

Services and Capabilities of Dos Land Surveying:

Boundary Surveys

A survey preformed for the purpose of locating and marking property corners, boundary lines and/or easements of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the rules and regulations of the Texas Board of Professional Land Surveying.

Parcel Plats for Right-of-Way Acquisitions

A boundary survey prepared that creates a new parcel of land for the purpose of acquiring new right-of-way for roadways or utility easements. The survey is usually taken from a larger parent tract of land. A metes and bounds description is prepared along with the survey plat.

Control Surveys

A survey preformed for determining precise locations of horizontal and vertical control points for use in boundary determination, aerial photographs, topographical surveys, construction staking and related purposes. Horizontal coordinates are derived using the latest in GPS equipment. Vertical locations are derived using state of the art digital levels and are based on existing published benchmarks.

Construction Surveys

Construction staking to establish the correct location of proposed structures as shown on improvement plans for construction of roads, parking lots, pipelines, buildings, etc.

Topographical Surveys

A survey locating topographic features - natural and man-made - such as buildings, improvements, fences, elevations, trees, streams, roadways, contours of the land, etc. This type of survey may be required by a governmental agency, or may be used by engineers and/or architects for design of improvements or developments on a site and also may include a boundary survey.

As-Built Surveys

A post-construction topographical survey which will include all structures and features of the property as well as all improvements that have been constructed.

EXHIBIT "B"

Surveying Rate Schedule

Dos Land Surveying

Contract Rate Schedule

Dos Land Surveying

LABOR:

Job Description	Contract Rate 2011	Contract Rate 2012	Contract Rate 2013	Contract Rate 2014	Contract Rate 2015	Contract Rate 2016
Surveying						
Reg. Professional Land Surveyor	$185.22	$194.48	$204.21	$214.42	$225.14	$236.39
Party Chief	$138.92	$145.86	$153.15	$160.81	$168.85	$177.29
Survey Crew (2 person)	$130.06	$136.57	$143.40	$150.56	$158.09	$166.00
Survey Crew (3 person)	$154.37	$162.09	$170.19	$178.70	$187.64	$197.02
Survey Technician	$90.30	$94.82	$99.56	$104.53	$109.76	$115.25
CADD	$75.19	$78.95	$82.90	$87.04	$91.39	$95.96

**These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	.60/mile
ATV	$100/day
Lodging (in state)	at cost
Materials (Rebar, misc)	$15/day
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$.12/ea
Bond Plots	$0.80/sq.ft.
Color Plots	$1.70/sq.ft.
Mylar Plots	1.60/sq.ft.

P.O. Box 1300 Donna, TX. 78537

EXHIBIT "C"

Insurance Requirements

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2011

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
Ron Robertson Insurance Agency
7322 S.W. Frwy. Ste. 1850
Houston, TX. 77074

CONTACT NAME: Thomas Henrichsen
PHONE (A/C, No, Ext): 713-272-0558 FAX (A/C, No): 713-779-9410
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 000690

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Insurance	
INSURER B: Sentinel Insurance / Hartford	
INSURER C: Texas Mutual Insurance Company	
INSURER D: Travelers Insurance Company	
INSURER E:	
INSURER F:	

INSURED
DOS Land Surveying
212 W. Third St.
Weslaco, TX 77596

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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			61SWC 610489	10/28/10	10/28/11	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 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			61UECKO4005	08-8-10	08-8-11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			61WBC05957	4/14/10	4/14/12	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A D	Professional Valuable Papers			61SWC 610489 QT6604226L899	4/14/10 12/13/10	4/14/12 12/13/11	$ 1,000,000 $ 100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This certificate is issue as a matter of information only and confers no rights upon the certificate holder. The certificate does not amend, extend or alter the coverage afforded by the policy (ies).

CERTIFICATE HOLDER
County of Hidalgo
2802 S. Business Hwy 281
Edinburg, TX 78540

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
Ron Robertson

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APPROVED

AI-27461 **16.D.1.**

Pct 4-Prof Services Agreements-L&G Engineering (on call) w/WA#1 & Dos Land Surveying (on call)

CC REGULAR

Date: 07/19/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

a. Requesting approval of a "professional engineering services" agreement with L&G ENGINEERING for: "Professional GEO Technical Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4.

b. Requesting approval of Work Authorization No. 1 for ($ 6,412.88) from L&G Engineering for "Professional GEO Technical Services" in connection to Contract #C-11-185-07-19, for ongoing (Project): Building Repairs and/or Additions and Renovations to the WIC OFFICES located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road located within Hidalgo County Precinct No. 4, (project architect-Dannenbaum Engineering Company).

c. Requesting approval of a "professional surveying services" agreement with DOS LAND SURVEYING for: "Surveying Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4.

BACKGROUND

Contract Doc#C-11-185-07-19-L&G Engineering (GEO Technical Services)
Work Authorization#1 - L&G Engineering (Geo Tech Svc for ongoing project for WIC Off at Pct 4)
Contract Doc#C-11-184-07-19-Dos Land Surveying (Surveying Services)
Email approval by legal-Contract Documents
Email approval by Raul Sesin-Engineering Rates

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-124-007-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 7-14-11 $154,766.15

FISCAL YEAR: 2011 **ACCT. #:** 1-1292-441-00-350-001-1-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 7-14-11 $39,331.00

Attachments

Link: contract#C-11-185-07-19-L&G Eng
Link: WA#1-L&G Engineering(WIC Offices)
Link: contract#C-11-184-07-19-DLSurveying
Link: email apprvd by legal
Link: email apprvd eng rates-Mr Sesin
Link: email legal apprvd contract-DLS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/12/2011 04:16 PM	APRV
2	Budget & Management	Merlen P. Munoz	07/12/2011 04:42 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/14/2011 03:59 PM	APRV
4	Auditor's Office		07/15/2011 04:39 PM	NEW

Form Started By: Letty Saenz Started On: 07/11/2011 10:26 AM
Final Approval Date: 07/15/2011

CC Approved July 19,2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
July 19, 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** Palacios out
2. **Pledge of Allegiance** All
3. **Prayer** Com. Quintanilla
4. **Approval of Consent Agenda** All Approved
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"

no action

B. **AI-27564** Discussion, consideration and action relating to the office of County Court at Law #7.

C. **AI-27567** 1. Approval to create the following full-time positions:

approved

Dept./ Prog.	Slot No.	Position Title	Budgeted Salary
Pct. 1 Admin. (121-004)	0011	Clerk IV	$35,500.00
Pct. 1 Admin. (121-004)	0012	Administrative Assistant IV	$48,000.00
Pct. 1 Admin. (121-004)	0013	Clerk	$27,500.00
Pct. 1 Admin. (121-004)	0014	Call Center Manager	$51,000.00
Pct. 1 Admin. (121-004)	0015	Administrative Assistant III	$36,000.00
Pct. 1 Admin. (121-004)	0016	Clerk	$27,500.00
Pct. 1 Rd Maint. (121-005)	0115	Maintenance III	$38,000.00

2. Approval of revised salary schedule(s).

D. **AI-27506** Law Library:
Requesting approval to increase the Law Library Filing Fee from $30.00 to the maximum allowable amount of $ 35.00 per case filed as per Section 323.023 (a) of the Local Government Code effective September 1, 2011

approved

7. **County Judge's Office:**

presentation

A. **AI-27572** Recognition of Aurora Cavazos

presentation only

B. **AI-27521** Presentation by Hidalgo County Metropolitan Planning Organization Director Andrew Canon.

CC Approved July 19, 2011

CC Approved July 19,2011

and Delinquency Prevention (OJJDP) ($300,000.00). New grant end date is 12-31-11.

B. Salary Schedule Changes:

1. AI-27469 Reclassifications:

approved a. Approval to reclassify two (2) regular full time positions, from Collection Specialist I to Collections Enforcement Officer I, title change only; reviewed and recommended by Classification Committee, as per section 3.22 of the Civil Service Commission Rules, effective next full pay period (08/01/11).

approved b. Approval to reclassify eight (8) regular full time positions, from Collection Specialist II to Collections Enforcement Officer II, title change only; reviewed and recommended by Classification Committee, as per section 3.22 of the Civil Service Commission Rules, effective next full pay period (08/01/11).

approved c. Approval to delete the Collection Specialist I and Collection Specialist II classification from the position inventory.

approved d. Approval of revised salary schedules.

16. 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

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**

nothing to report a-c 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
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:

nothing to report a-c
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. AI-27474 **Sheriffs' Office**

approved Request, Consideration for approval to purchase a mobile surveillance camera for the Hidalgo County Sheriff's Law Enforcement Facility thru Hidalgo County's membership/participation with GSA Contract No.#GS-07F-0117U, which includes delivery, installation and training in the amount of $221,016.32.

B. Pct. 1

1. AI-27463 Acceptance and approval of Work Authorization #3 in the amount of $5,829.55 for "Mile 4½ West Road (between Mile 11 and Mile 12) Project" for Construction Materials Testing Services with L & G Engineering Laboratory, LLC in Hidalgo County Precinct No.1 in connection with Contract #C-10-319-10-19 (approved by CC on 10/19/10).

approved

CC Approved July 19, 2011

CC Approved July 19,2011

2. AI-27484 a. Acceptance and approval of the Interlocal Cooperation Agreement between Hidalgo County Precinct No. 1 and Delta Lake Irrigation District for the provision of irrigation water for park(s);

approved

b. Acceptance and approval of an Interlocal Cooperation Agreement Project: provision of water for the irrigation of approximately 30 acres of park more specifically, Delta Lake Park in Precinct No. 1.

approved

C. Pct. 3

1. AI-27520 Presentation of bids received with recommendation from project engineer, Javier Hinojosa for the purposes of award to Valley Boring Service, LLC (low bidder meeting all specifications attached hereto) with a base bid of $73,160.00 for "Drainage Improvements to 2 Mile Line Abram Rd." 36" Dry Bore Method under H.C.I.D. No. 6 Canal and as concurred by Commissioner Joe M. Flores, Hidalgo County Pct. #3-Project #2011-174-07-06-OGG.

approved

D. Pct. 4

1. AI-27461 a. Requesting approval of a "professional engineering services" agreement with L&G ENGINEERING for: "Professional GEO Technical Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4.

approved

b. Requesting approval of Work Authorization No. 1 for ($ 6,412.88) from L&G Engineering for "Professional GEO Technical Services" in connection to Contract #C-11-185-07-19, for ongoing (Project): Building Repairs and/or Additions and Renovations to the WIC OFFICES located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road located within Hidalgo County Precinct No. 4, (project architect-Dannenbaum Engineering Company).

approved

c. Requesting approval of a "professional surveying services" agreement with DOS LAND SURVEYING for: "Surveying Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4.

E. Health & Human Services Dept.

1. AI-27452 Requesting authority to purchase (1) one New Mobile Unit through County's participation/membership with TASB Buyboard's from awarded vendor Farber Specialty Vehicles contract # 300-08; for Hidalgo County Health and Human Services in the total price not to exceed $361,100.00 under Project # 2011-118

approved

2. AI-27518 Acceptance and approval to award proposal from job order contractor, Herrera & Hunt Inc. (awarded JOC through HCDE-Choice Facility Partners) in the amount of $1,700.00 for the Hidalgo County Health and Human services "Re-location of File Cabinet".

approved

F. WIC

1. AI-27462 Requesting approval of a "professional engineering services" agreement with L&G ENGINEERING LABORATORY, LLC for "Construction Material Testing" services for the ongoing project: Building Repairs and/or Additions and Renovations to the W.I.C. Offices located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road located within Hidalgo County Precinct No. 4, (project architect-Dannenbaum Engineering Company).

approved

G. Executive Office

1. AI-27574 Authority to advertise the lease of office in the City of Edinburg for the housing of a judicial Courtroom for Hidalgo County with procurement packet which includes specifications to be developed and drafted by Purchasing with input and direction by Executive Officer.

approved

1. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

CC Approved July 19, 2011

AI-29488 **9. D.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Texas DPS Highway Patrol:
Requesting authority of alarm monitoring disconnection for the following locations with authority for County Judge or Court Member to execute pertinent forms.

Address	Account Number
2812 South International, Weslaco, TX 78596	1062
2812 South International, Weslaco, TX 78596	462094

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact. Alarm Monitoring services will be disconnected.

Attachments

Superior Alarms DPS

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/03/2011 10:55 AM
Budget & Management	Merlen P. Munoz	11/03/2011 12:05 PM
Erika Zamora	Erika Zamora	11/03/2011 02:13 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Matilde Faz Started On: 11/02/2011 03:49 PM

Final Approval Date: 11/04/2011

Superior Alarms

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1179

We send the police there in a hurry!

October 27, 2011

OFFICIAL NOTICE OF ALARM MONITORING DISCONNECTION

Superior Alarms' policy requires that the following information be entered in your permanent file for monitoring termination. Every blank must be filled in.

CURRENT CUSTOMER INFORMATION:

Texas DPS Highway Patrol
1414 N Bicentennial
McAllen TX 78501

PHYSICAL DIRECTIONS: 2812 South International, Weslaco, TX 78596

PHONE # _____
ACCOUNT # 1062

NEW OWNER / RESIDENT / RELATOR INFORMATION:

NAME: _____ PHONE: _____

REALTOR: _____ PHONE: _____

I am the owner or renter at the above address and do not wish to have Superior Alarms monitor the security system at this location. Please discontinue the monitoring service to this address as of _____. I understand that this document does not release me from my obligation of payment as per my monitoring agreement, which may still be in effect.

REASON FOR DISCONTINUANCE OF MONITORING:
DPS offices relocation.

SIGNATURE _____ **DATE** _____

PLEASE FAX OR MAIL THIS DOCUMENT BACK TO:
SUPERIOR ALARMS
P.O. BOX 3097
MCALLEN, TX 78502
ATTN: COLLECTIONS
FAX: (956) 213-1179
TOLL FREE 800-580-6001

Superior Alarms

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1179

We send the police there in a hurry!

October 27, 2011

OFFICIAL NOTICE OF ALARM MONITORING DISCONNECTION

Superior Alarms' policy requires that the following information be entered in your permanent file for monitoring termination. Every blank must be filled in.

CURRENT CUSTOMER INFORMATION:

Texas DPS Highway Patrol
1414 N Bicentennial
McAllen TX 78501

PHYSICAL DIRECTIONS: 2812 International, Weslaco, TX 78596

PHONE # _____
ACCOUNT # 462094

NEW OWNER / RESIDENT / RELATOR INFORMATION:

NAME: _____ PHONE: _____

REALTOR: _____ PHONE: _____

I am the owner or renter at the above address and do not wish to have Superior Alarms monitor the security system at this location. Please discontinue the monitoring service to this address as of _____. I understand that this document does not release me from my obligation of payment as per my monitoring agreement, which may still be in effect.

REASON FOR DISCONTINUANCE OF MONITORING:
DPS offices relocation

SIGNATURE _____ **DATE** _____

PLEASE FAX OR MAIL THIS DOCUMENT BACK TO:
SUPERIOR ALARMS
P.O. BOX 3097
MCALLEN, TX 78502
ATTN: COLLECTIONS
FAX: (956) 213-1179
TOLL FREE 800-580-6001

Matilde Faz

From: Monica Badillo [monica.badillo@co.hidalgo.tx.us]
Sent: Monday, October 31, 2011 1:11 PM
To: Matilde Faz
Cc: Rocio Villarreal
Subject: FW: Superior Alarm
Attachments: It LUll 101.tif

Can you help me with placing this on the next agenda?
Thanks,

Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025 ext. 5404
(956) 292-7034 (fax)

From: Castillo, Manuela [mailto:Manuela.Castillo@dps.texas.gov]
Sent: Monday, October 31, 2011 9:47 AM
To: Monica Badillo; antonio.hernandez@auditor.co.hidalgo.tx.us
Cc: Rodriguez, Juan Jr
Subject: Superior Alarm

I am sending you the disconnection notices on the two accounts for Superior Alarms for services at 2812 Internatinal Blvd. in Weslaco for your further handling.

Call me, if you have any questions.

Manuela

<<It LUll 101.tif>>

981.5600

AI-29476 **9. E.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

139th District Court:
Requesting authority to enter into a 36-month new copier (capital) lease for a WC5225 copier through our membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor, Xerox Corporation contract 985-L2 through requisition #204674 in the amount of $105.92/month, effective upon approval (1-1100-412-00-003-001-0-780):

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-003-001-0-780

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

BUDGETARY IMPACT:

Funds available as of 11/03/2011, refer to Req #00204674.

Attachments

Xerox 139th District Court Lease

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/03/2011 10:55 AM
Budget & Management	Merlen P. Munoz	11/03/2011 12:03 PM
Sylvia Solis	Sylvia Solis	11/03/2011 01:34 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Matilde Faz Started On: 11/02/2011 02:59 PM

Final Approval Date: 11/04/2011

Requisition

Req # 00204674

PO #

Date: 10/19/11

Consent
11/8/11
#29476

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P. O. BOX 7405
PASADENA CA 91109-7405

Ship To: 139TH DISTRICT COURT
100 N. CLOSNER, 2ND FL
EDINBURG TX 78539

Contact: Pete S. Lobato
956-318-2260

Contract No: SMARTBUY PO

Special Instructions:

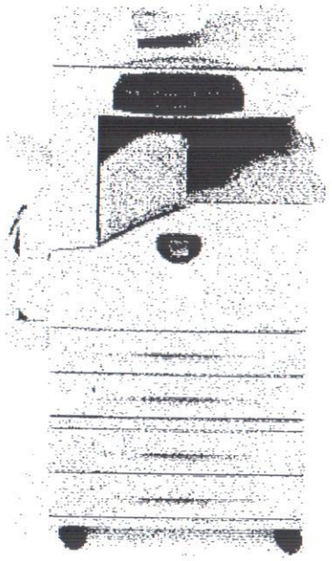
QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TPASS TERM CONTRACT 985-L2 SMARTBUY REQUISITION SMARTBUY PURCHASE ORDER # TRADE-IN SERIAL # DO NOT DUPLICATE ORDER		
2.00	MONTH	CO NEW 36 MONTHS (CAPITAL) LEASE CONTRACTOR'S QUOTE FOR WC5225 Copier w/stand, 25 Pages per Minute, 75 Sheet DADF, Automatic Document Feeder, Up to 11 x 17 output prints, Standard Two 500-Sheet Trays, Integrated Office Finisher/Stapler, Mobile stand included. PRICE INCLUDES 5,000 IMPRESSIONES ALL EXCESS PRINTS @0.0116	105.92	211.84
		Account No	Encumbrance	
		1-1100-412-00-003-001-0-780	211.84	
			Freight	.00
			Total	211.84
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

XEROX®

WORK CENTRE 5225

XEROX 985-L2 LEASE



Copy

- 25 Pages per Minute
- 75 Sheet DADF
- Automatic Document Feeder
- Up to 11 X 17 output prints
- Standard Two 500-Sheet Trays
- Integrated Office Finisher/Stapler
- Mobile stand included

TPASS 36 MONTH LEASE CATALOG
TPASS CONTRACT
$105.92

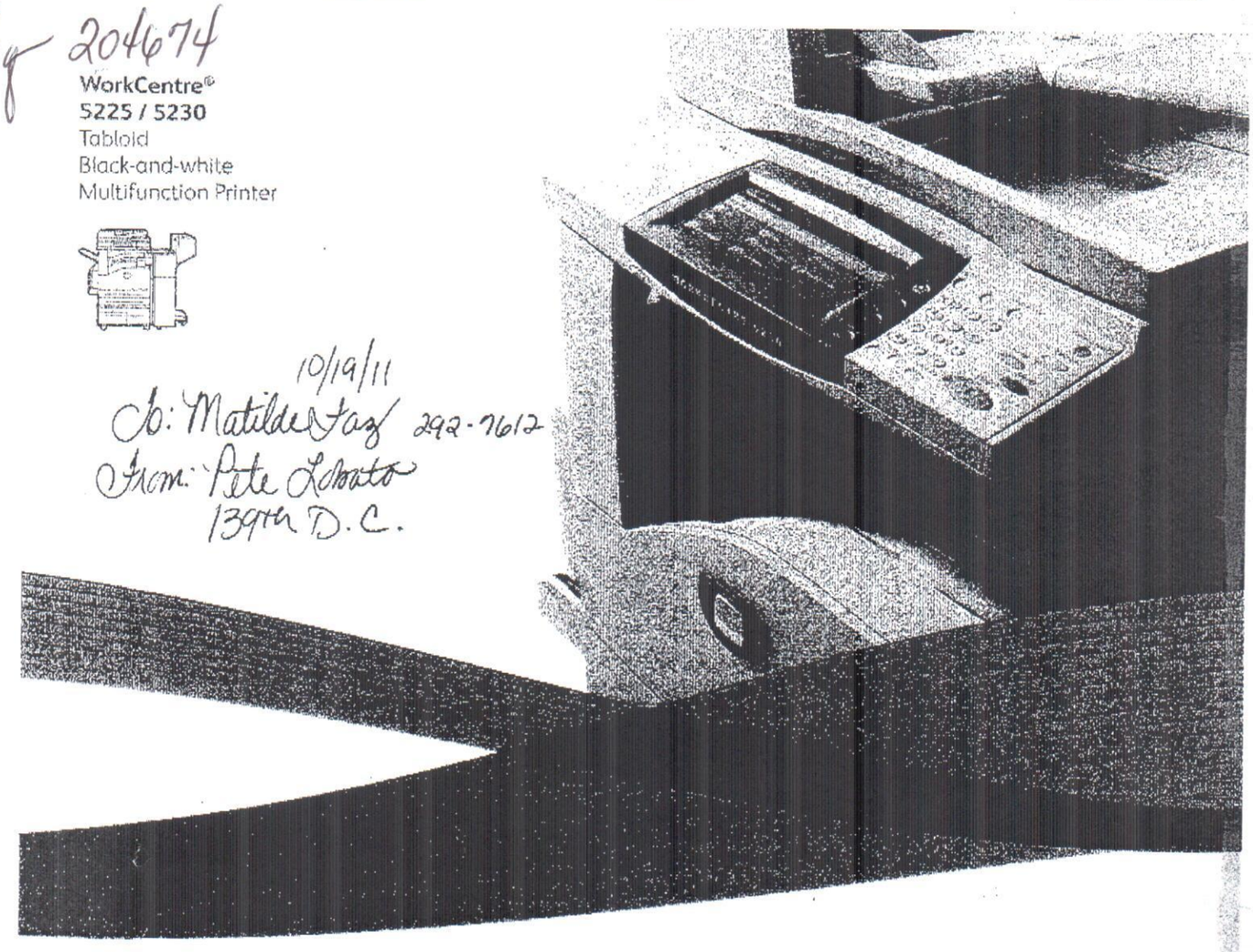
TRADE IN SERIAL # FLA019160

PRICE INCLUDES 5,000
IMPRESSIONES ALL EXCESS PRINTS
@ 0.0116
CASH PRICE $ 3,813.12

Rq 204674

WorkCentre®
5225 / 5230
Tabloid
Black-and-white
Multifunction Printer

10/19/11
To: Matilde Faz 292-7612
From: Pete Lobato
139th D.C.



Xerox® WorkCentre® 5225/5230 Multifunction Printer

Productivity, flexibility and simplicity

780!

xerox

WorkCentre® 5225 / 5230 Multifunction Printer

Fast copying and printing, advanced scanning and faxing, and the power to customize workflows. The modular and easy-to-manage WorkCentre 5225 / 5230 multifunction printer is packed with high-end features to deliver a level of productivity above and beyond your typical office MFP.

Redefining workgroup productivity

Whether your workgroup needs exceptional copier performance or the added power of printing, scanning and faxing, the WorkCentre 5225 / 5230 is all about productivity. A host of time-saving features boost your team's efficiency, and advanced workflow solutions streamline the tasks you perform every day.

25/30 ppm

- **Print and copy speeds up to 25 / 30 ppm and a scan speed of up to 55 ipm** keep up with your busy pace.
- **A robust copier** that can handle your workgroup's volumes, and offers convenient features including ID card copy, which scans both sides of an ID card and prints them face-up on a single sheet of paper.
- **Powerful scanning tools** let you back up critical documents — converting them into digital files for easy sharing and archiving while reducing the amount of physical storage space required.
- **Introduce new workflows or automate repetitive processes** within the office environment by automatically routing documents to predefined locations at the touch of a button.
- **With color scanning** available on the 5225A / 5230A configuration*, users can take advantage of all the benefits of scanning while maintaining the original look and feel of full color documents.

*Black-and-white scanning copier and printer-copier configurations of the WorkCentre 5225 / 5230 cannot be upgraded to the color-scanning WorkCentre 5225A / 5230A configuration

Simplicity in design

With fast deployment and easy support, your WorkCentre 5225 / 5230 is ready to deliver the performance you need, when you need it. Helpful tools make it easy to maintain complete control — allowing you to keep costs to a minimum.

- **Cost control features** include an internal Auditron, which lets administrators set limits for print, copy, fax and scan functions by user.
- **Confidential data stays private** over your network thanks to features such as network authentication, print and scan encryption for safe data transfers, and image overwrite.
- **Xerox CentreWare Internet Services** simplifies installation and network administration, providing quick access to device status. Automatic email alerts notify administrators or users of events that require attention, such as low toner levels.
- **PC, Mac or Unix**, the WorkCentre 5225 / 5230 excels in any environment.
- **MeterAssistant™** automatically collects and securely submits your device meter reads to increase billing accuracy, while SuppliesAssistant™ proactively manages toner supplies and monitors usage to ensure you have the right supplies at the right time.

Powerful scanning solutions

- **Scan to Email** lets you route files to email recipients directly from the front panel.
- **Network scanning** uses convenient templates to send scans to predefined locations.
- **Scan to Mailbox** lets you send electronic files to the device's hard drive for easy retrieval.
- **Job Flow Sheets** simplify everyday workflows by automatically routing documents to predefined locations, including preset email addresses, fax destinations, and FTP/SMB sites.
- **Compression technology** available for the 5225A / 5230A configuration creates smaller scan files for faster delivery and reduced network load.
- **Full compatibility** with other Xerox office solutions, including SMARTsend® software for advanced document routing.

WorkCentre® 5225 / 5230 Quick Facts

- Print and copy at up to 25 / 30 ppm
- Powerful scan and fax solutions
- Print up to 11 x 17 in. / A3
- Up to 1200 x 1200 dpi print resolution
- Max paper capacity: 5,100 sheets
- Best-in-class security — Full System Common Criteria Certified (ISO 15408)
- Xerox Extensible Interface Platform (EIP)

Print / Copy / Scan / Fax

11 x 17 in. / A3

25/30 ppm

WxDxH:
25.2 x 25.7 x 43.8 in.
640 x 652 x 1,113 mm

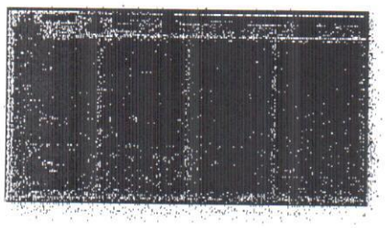
WorkCentre 5225 / 5230 with two-tray module

Flexibility

Choose a powerful tabloid-size copier and add printing, scanning and faxing capabilities to optimize your workgroup's productivity. As your work volume increases, the WorkCentre 5225 / 5230 is ready to expand to meet your business needs.

Xerox Extensible Interface Platform™ (EIP)

❶
Xerox EIP is a software platform inside the WorkCentre 5225 / 5230 that enables personalized solutions you can access right from the device touch screen. These applications can leverage your existing databases and meet your specific business challenges.



Paper input

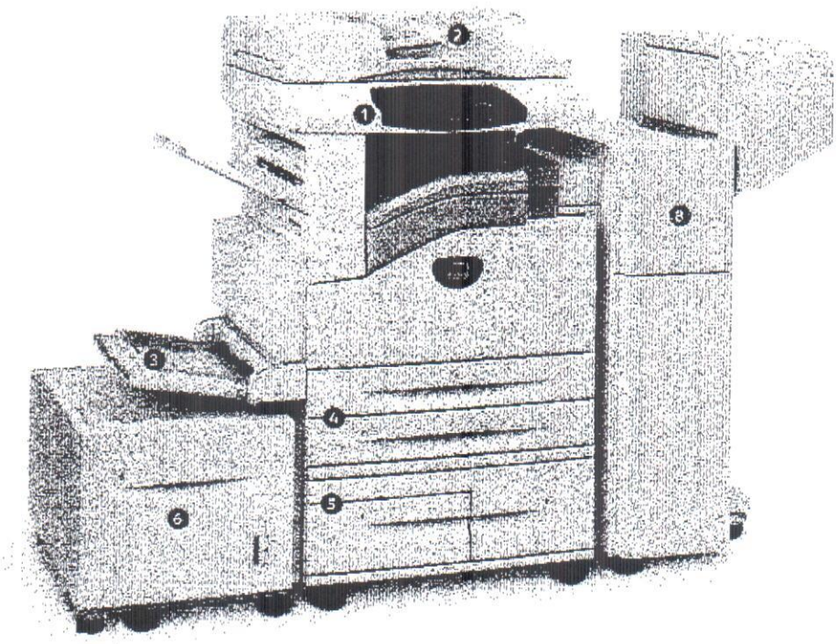
❷
75-sheet Duplex Automatic Document Feeder (DADF) quickly processes single- or double-sided originals.

❸
100-sheet bypass tray for specialty media and custom sizes

❹
Two standard 500-sheet trays are adjustable up to 11 x 17 in.

❺
Choose a 1,000-sheet Two Tray module (adjustable up to 11 x 17 in.) or a 2,000 sheet letter-size Tandem Tray

❻
A 2,000-sheet external High-Capacity Feeder can increase total capacity to 5,100 sheets.



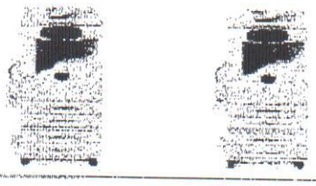
Optional Finishing

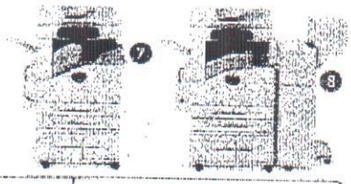
❼
Space-saving Integrated Finisher for convenient single-position stapling.

❽
Office Finisher LX adds multi-position stapling and optional booklet creation and hole punching.

Comprehensive Security

The tools you need to restrict access, track usage and protect confidential data. Security features include Secure Print, Secure Fax, print and scan encryption, Image Overwrite, IP filtering, built-in support for SNMPv3.0, and Full System Common Criteria Certification (ISO 15408).





WorkCentre® 5225 / 5230 Configurations

5225 / 5230 Copier
- Advanced copy features
- Automatic two-sided
- 40 GB Hard drive
- ID Card Copy

5225 / 5230 Printer / Copier

Copier features plus:
- 1200 dpi printing
- Ethernet
- Bi-directional drivers
- Device management

5225A / 5230A Printer / Copier / Scanner

Printer / Copier features with Color Network Scanning

Add Scanning
- Black-and-white Scan to email (with LDAP authentication and Scan to Mailbox)
- Black-and-white Network Scanning (includes Scan to Email and Mailbox)
- Scan to PC Desktop® software
- Scan Performance Kit* (Text Searchable PDF and 256 MB memory enabling MRC Compression)

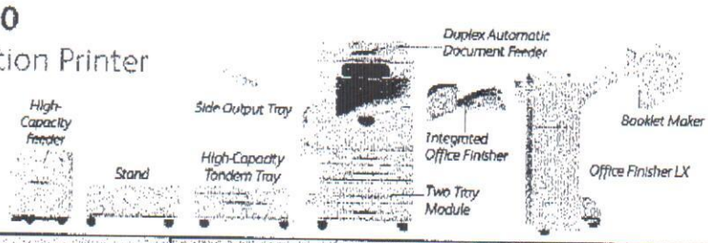
** Available for Color Scanning 5225A / 5230A configuration only*

Add Faxing
- Walk-up fax (includes LAN Fax)
- Internet fax
- Server fax

Add Finishing and Trays
- Stapling
- Hole-punching
- Booklet making
- Tray options including 2,000-sheet high-capacity feeder and side output tray

WorkCentre® 5225 / 5230

Black-and-white Multifunction Printer



		WorkCentre® 5225 / 5230 Copier	WorkCentre® 5225 / 5230 Printer / Copier*	WorkCentre® 5225A / 5230A Printer / Copier / Color Scanner
Speed		Up to 25 / 30 ppm		
Duty Cycle		**5225:** Up to 75,000 images/month; **5230:** Up to 100,000 images/month		
Device Memory		256 MB std / 512 MB max	512 MB std / max	512 MB std / 768 MB max
Hard Drive		Standard 40 GB		
Paper Handling	Paper input – Standard	**Duplex Automatic Document Feeder (DADF):** 75 sheets; 5.5 x 8.3 in. to 11.7 x 17 in. / 140 x 210 mm to 297 x 432 mm **Bypass Tray:** 100 sheets; Custom sizes: 3.5 x 3.9 in. to 11 x 17 in. / 89 x 99 mm to A3 **Tray 1:** 500 sheets; 5.5 x 7.2 in. to 11 x 17 in. / 140 x 182 mm to A3 **Tray 2:** 500 sheets; 5.5 x 7.2 in. to 11 x 17 in. / 140 x 182 mm to A3		
	Choose One	**Mobile Stand** **Two Tray Module:** 500 sheets each; Sizes: 5.5 x 7.2 in. to 11 x 17 in. / 140 x 182 mm to A3 **High Capacity Tandem Tray:** One 800-sheet tray, One 1,200-sheet tray; Sizes: 8.5 x 11 in. / A4 (long-edge feed)		
	Optional	**High Capacity Feeder:** 2,000 sheets; Sizes: B5, Executive, 8.5 x 11 in., A4 (long-edge feed) **Envelope Tray:** Up to 65 envelopes: #10 commercial, Monarch, DL, C5, custom, Large US Postcard, A6		
	Paper output – Standard	Automatic two-sided, 500-sheet center tray		
	Optional	100-sheet Side Output Tray		
	Finishing – Optional	**Integrated Office Finisher:** 500-sheet stacker, 50 sheets stapled, single-position stapling **Office Finisher LX:** 2,000-sheet stacker, 50 sheets stapled, 3-position stapling, optional hole-punch, optional booklet maker (score, saddle stitch)		
Copy	First-page-out time	As fast as 4.3 seconds		
	Copy resolution (max)	Up to 600 x 600 dpi		
	Copy features	Collation, Separators, Book copying, Booklet creation, Covers, Poster, Annotation/Bates Stamping**, Watermark, ID Card Copying, N-up, Build Job, Sample Job, Image Overlay		
Print	First-page-out-time	Optional	As fast as 12 seconds	
	Print resolution		Up to 1200 x 1200 dpi	
	Connectivity		10/100Base-TX Ethernet, USB 2.0	
	Processor		Power PC 333 MHz	
	Language support		PCL®6, PCL 5e, Adobe® PostScript® 3™ (optional)	
	Print features		Secure print, Delay print, Sample set, Booklet creation, Cover selection, Multi-up, Watermark, Image overwrite	
Fax	Optional	Walk-up Fax (one-line)	Walk-up Fax (one-line), Internet Fax, Server Fax	
	Fax features	LAN Fax**, Secure Fax, Fax Forwarding, F-Code, Remote Polling, Acknowledgement Report, Remote Mailboxes		
Scan	Optional	Requires Printer Kit upgrade	Black-and-white Scan to Email kit (w/ LDAP and Mailbox functionality), Black-and-white Network Scan Kit, Scan to PC Desktop®	Scan Enhancement Kit (text searchable .pdf and 256 MB memory) and Scan to PC Desktop®
	Scan features		File formats: PDF, TIFF, Multipage TIFF, XPS; Scan to Mailbox, Scan to PC, Scan to Home, Job Flow Sheets	Color Network Scanning, Image Log, PCL, PDF, TIFF, Multipage TIFF, XPS, JPEG and Searchable PDF, Scan to Email, Scan to Mailbox, Scan to Home, Scan to PC, Job Flow Sheets
	Scan speed		Up to 55 ipm @ 200 dpi	Up to 55 ipm (mono/color), 47 ipm (color)
Accounting		Internal Auditron – Copy	Internal Auditron – Copy, Print, Scan, Fax; Xerox Standard Accounting – Copy, Print, Fax, Network Accounting enablement (optional thru 3rd Party)	
Security	Standard	NA	Secure Print, HTTPS (SSL), SNMPv3, Network Authentication, IP Filtering	
	Optional	Security Kit (Disk Image Overwrite, Data Encryption and Audit Log), Secure Access		
Other Options		256 MB Memory*, Foreign Device Interface	Foreign Device Interface	
Operating Systems		Requires Printer Kit	Windows 2000 / Windows XP / Windows Vista / Windows 2000 Server / Windows Server 2003; Mac OS 10.3 and above; UNIX/Solaris, Linux, Citrix	

* Available on WorkCentre 5225 / 5230 Copier configuration only ** Requires Printer/Copier configuration

xerox

Call today. For more information, call **1-800-ASK-XEROX** or visit us at **www.xerox.com/office**

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WJ089-01UD

CC Date	State PurchaseOrder Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
BRD JUDGES	985-L2	330	Juvenile Detention	195628	985-L2	6/14/2011	WC5745P	$260.75	N	N	36	60	9,387.00	$9,387.00	Capital Lease
BRD JUDGES	985-L2	330	Juvenile Boot Camp	195658	985-L2	6/14/2011	WC5755P	$468.15	N	N	36	60	16,853.40	$16,853.40	Capital Lease
6/21/2011	985-L2	60	JP 4 Pl 1 Front Off	197063	985-L2	6/21/2011	WC5745P	$178.63	N	N	36	60	6,430.68	$6,430.68	Capital Lease
6/21/2011	985-L2	60	JP 4 Pl 1 Court Room	197067	985-L2	6/21/2011	WC5225	$105.92	N	N	36	60	3,813.12	$3,813.12	Capital Lease
7/19/2011	TASB 299-08	62	JP 1 Pl 2	198464	299-08	7/19/2011	RICOH MP3351	$147.00	N	N	48	60	6,023.00	$6,023.00	Capital Lease
6/28/2011	TASB 299-08	48	Planning	195978	299-08		Ricoh MP 2851SP	$160.40	N	N	48	60	7,699.20	$5,203.00	Capital Lease
7/19/2011	985-L2	140	Tax Office- Alamo	198299	985-L2	7/19/2011	WC3550X	$64.61	N	N	36	60	2,325.96	$2,325.00	Capital Lease
7/19/2011	985-L2	9	INDIGENT DEFENSE	199004	985-L2	7/19/2011	WC5225A	$132.97	N	N	48	60	6,382.56	$5,030.00	Capital Lease
8/2/2011	985-L2	340	Health Dept	196766	985-L2	8/2/2011	WC5225	$157.95	N	N	36	60	5,686.20	$3,813.12	Capital Lease
9/13/2011	TASB 299-08	60	JP 4 Pl 1	201709	299-08	9/13/2011	RICOH MP2851	$98.00	N	N	48	60	4,704.00	$4,748.00	Capital Lease
10/25/2011	985-L2		139TH D C		985-L2	10/25/2011	WC 5225	$105.92	N	N	36	60	$3,813.12	$3,813.12	Capital Lease
11/1/2011	985-L2		Court @ Law 7		985-L2	11/1/2011	WC7120P	$252.65	N	N	36	60	$9,095.40	$9,095.40	Capital Lease
													$0.00		

AI-29489 **9. F.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Martha L. Salazar Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

139th District Court:
1. Approval to waive major purchases deadline order of 11/04/2011 approved by CC due to budgetary transfers necessary to acquire major purchases;

2. Authority to purchase office furniture through our membership/participation with (TXMAS) awarded vendor Gateway Printing and Office Supply, Inc. contract #6-71111-60-11 for the total amount of $6,356.70 through a requisition to be submitted effective upon approval of Intradepartmental Transfer on 11/8/11 with vendor documentation attached herein assuring of receipt of items prior to 12/31/2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-003-001-0-XXX

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

BUDGETARY IMPACT:

1-1100-412-00-003-001-0-661 Available funds in the amount of $6,000.00 as of 11/03/2011.

1-1100-412-00-003-001-0-743 Available funds in the amount of $2,000.00 pending approval of intradepartmental transfer, refer to AI#29422.

Attachments

139th_GATEWAY

139th_Letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/03/2011 12:15 PM
Budget & Management	Merlen P. Munoz	11/03/2011 12:30 PM
Sylvia Solis	Sylvia Solis	11/03/2011 03:31 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Blanca Mayorga Started On: 11/02/2011 03:55 PM

Final Approval Date: 11/04/2011

GATEWAY PRINTING & OFFICE SUPPLY, INC.

Jones & Cook STATIONERS
A DIVISION OF GATEWAY PRINTING

FURNITURE PROPOSAL

Quote# HON QUOTE 10-142011-GV-1

Bill To:
HIDALGO CO. COURTHOUSE
139TH DISTRICT COURT

ATTN: PETE LOBATO

Ship To:

Customer Acct#	Department#	Sales Rep.	Ship VIA	Terms
		GARY VANDEVER		

QTY	MFG	Model#	Description & Details	Unit Price	Extended Price
			HON TX MAS NUMBER 6-71111-60-11 CONTRACT NAME: HON TXMAS AB ABOUND		
1	HON	H10573.NN JR	60X30 DESK		368.14
3	HON	H2091.H.SR11.T PETE,	EX. CHAIR	216.06	648.18
		SYLVIA, JR			
2	HON	H10579.NN PETE	66X30 DESK SHELLS	223.17	446.34
		SYLVIA,			
1	HON	H105686X.NN	RETURN SHELL 72X24		214.09
		PETE			
1	HON	H10533.NN	STACK ON STORAGE 66X14 5		301.38
		PETE			
2	HON	H4022.N PETE	SLIDE AWAY KEYBOARD	46.82	93.64
		SYLVIA			
3	HON	H10504.N PETE	FLOORSTANDING FULL HEIGHT PED F/F	210.93	632.79
		SYLVIA			
1	HON	H105698.NN	20X42 BRIDGE		101.12
		SYLVIA			
1	HON	H10541X.NN	72X24 CREDENZA SHELL		214.09
1	HON	H10534.NN SYLVIA	STACK ON STORAGE 72 X14 5/8		311.65
1	HON	H10502.N SYLVIA	B/B/F PEDESTAL		210.93
2	HON	H10503.N	LATERAL FILE	322.71	645.42
		PETE, SYLVIA			
1	HON	H10508.N SYLVIA	CABINET PEDESTAL		238.58
1	HON	H10564.NN SYLVIA	CREDENZA SHELL 60X24		195.52
1	HON	H105290.NN SYLVIA	STORAGE CABINET		285.98
1	HON	H105856.N SYLVIA	BACK ENCLOSURE		71.49
1	HON	H90056.R05 SYLVIA	TACKBOARD		89.66
1	HON	H870960 SYLVIA	TASKLIGHT		58.38
			INSTALLATION		685.00
1	HON	HIWM1 JESSIE	TASK CHAIR FOR COURT ROOM		231.87
1	HON	H20191N JUDGE	EXEC. CHAIR		312.45

- Any applicable duties and taxes are not included.

Sub-Total	6,356.70
Tax	
Total	6,356.70
Down Payment	
Balance Due	

Please read carefully

Above listed product is special order. Special order products are non-cancelable and non-returnable once the factory has started production.

In the event of defect or damage on a special order product, the buyer agrees to afford Jones & Cook the opportunity to repair the flaw to the customer's satisfaction. If product is unable to be repaired, price reduction may be offered to the customer for consideration and approval. Otherwise, defective or damaged product will be replaced.

Standard deliveries and installations are made Monday through Friday from 8:00 am to 5:00 pm and does not include the relocation of existing furniture. Relocation of furniture and weekend deliveries are available for an additional charge.

If special order product arrives and customer is unable to accept delivery, the balance is due according to the agreed upon terms. Additionally, a storage fee may be assessed after the product has been stored by Jones & Cook for more than 30 days.

See attached sheet for additional terms & conditions

Accepted by: _____ Date: _____

Printed Name & Title: _____

11889 STARCREST DRIVE
SAN ANTONIO, TX 78247
PH: 210-650-3995
FX: 210-650-5506

4934 GREENWOOD DRIVE
CORPUS CHRISTI, TX 78416
PH: 361-225-0772
FX: 361-225-3055

5001 N. MCCOLL
MCALLEN, TX 78504
PH: 956-686-9576
FX: 956-687-2122

5460 PAREDES LINE RD
BROWNSVILLE, TX 78526
PH: 956-542-4822
FX: 956-542-3399

919 W HIGHWAY 83
PHARR, TX 78577
PH: 956-787-3233
FX: 956-787-2834

November 2, 2011

Pete, when we get the PO for your furniture, we would receive it approximately the week of Dec 19. Thanksgiving is going to knock out a week. We get an acknowledgement a few days after the order is entered then I can give to a more exact date.

Gary Vandever

Contract Furniture

Gateway Printing and Office Supply, Inc.
dba: Jones & Cook Stationers
(956) 455-8269 Cell
(956) 383-3861 #2020 Office
(956) 383-3476 Fax
gary@jonescook.com

www.gatewayp.com

AI-29423 **9. G.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of Invoice #U1445-04R in the amount of $81,622.00 as submitted by S&B Infrastructure, LTD., project engineer for "Raymondville Drain Project-County Wide" in connection with Contract #C-10-164-04-20-PO#642615 invoice period through July 31, 2011 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1341-431-50-115-078-0-733

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

BUDGETARY IMPACT:

Available funds in p.o.#642615 as of 11/04/11.

Attachments

INVOICE DOCUMENTATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/02/2011 12:22 PM
Budget & Management	Merlen P. Munoz	11/02/2011 12:31 PM
Rosalinda Cantu	Rosie Cantu	11/04/2011 12:24 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Vangie Garcia Started On: 11/02/2011 07:31 AM

Final Approval Date: 11/04/2011

S&B INFRASTRUCTURE, LTD.
Engineering Management Technology

INVOICE

August 25, 2011

Hidalgo County
Attention: Godfrey Garza, District Manager HCDD1
902 North Doolittle
Edinburg, Texas 78539

CANCELLED OCT 12 2011
HIDALGO COUNTY
SEP 26 2011
DRAINAGE DISTRICT #1

Project Description:
CONTRACT NO. 2010-164-04-20
"Design and Expansion of the Raymondville Drain Outfall System"

S&B Invoice No.: **U1445-04R**
Invoice Period: **Through July 31, 2011**

	QTY	UNIT	UNIT PRICE	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
Design and Expansion of the Raymondville Drain Outfall System	1	LS	$6,000,000	49%	$ 2,931,951.00	$ 2,850,329.00	$ 81,622.00
					PAYMENT IS REQUESTED IN THE AMOUNT OF:		**$ 81,622.00**

revised invoice
RECEIVED SEP 26 2011

I hereby certify that this invoice is true and correct, and that all services indicated have been provided.

complete invoice
RECEIVED OCT 25 2011

S & B INFRASTRUCTURE, LTD.

Daniel O. Rios, PE
Senior Vice-President / Project Manager

IN ACCORDANCE WITH OUR CONTRACT,
PLEASE REMIT: **$ 81,622.00**

S & B INFRASTRUCTURE, LTD.
P. O. Box 201013
Houston, Texas 77216-1013

Attachments:
PROGRESS REPORT NO. 4

HIDALGO COUNTY
OCT 25 2011
DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain
CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 4

Progress Period: Through July 31, 2011

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.101 - GCM - Hidalgo County							
1	GCM - Hidalgo County		$239,342	66%	$156,865	$155,572	$ 1,292
	Sub Total (GCM - Hidalgo County)		**$239,342**	**66%**	$156,865	$155,572	**$ 1,292**
U1445.102 - GCM-Willacy County							
2	GCM - Wilacy County		$180,367	55%	$99,202	$81,165	$ 18,037
	Sub Total (GCM - Willacy County)		**$180,367**	**55%**	$99,202	$81,165	**$ 18,037**

Note: Expanded detail for progress are shown for the following areas in Attachments A, B, and C of this report.

U1445.201 - Environmental - Hidalgo County							
3	Environmental - Hidalgo County		$100,000	65%	$65,000	$65,000	$ -
	Sub Total (Environmental - Hidalgo County)		**$100,000**	**65%**	$65,000	$65,000	**$ -**
U1445.202 - Environmental - Willacy County							
4	Environmetnal - Willacy County		$2,490,000	35%	$871,500	$871,500	$ -
	Sub Total (Environmental - Willacy County)		**$2,490,000**	**35%**	$871,500	$871,500	**$ -**
U1445.601 - GRR - Hidaglo County (H&H, Plan Formulation, Economic Studies, Report Prep)							
5	GRR - Hidalgo County		$368,000	70%	$257,600	$257,600	$ -
	Sub Total (GRR - Hidalgo County)		**$368,000**	**70%**	$257,600	$257,600	**$ -**
U1445.602 - GRR - Willacy County (H&H, Plan Formulation, Economic Studies, Report Prep)							
6	GRR - Willacy County (H&H, PlanForm, Eco, Report Prep)		$836,145	53%	$445,833	$418,073	$ 27,760
	Sub Total (GRR - Willacy Coy (H&H, PlanForm, Eco, Report Prep))		**$836,145**	**53%**	$445,833	$418,073	**$ 27,760**
U1445.802 - GRR - Willacy County (Site Prep, Prelim Engr, Cost Estimates)							
7	GRR - Willacy County (Site Prep, Prelim Engr, Cost Estimates)		$452,813	86%	$389,419	$389,419	$ -
	Sub Total (GRR - Willacy Co (Site Prep, Prelim Engr, Cost Estimates))		**$452,813**	**86%**	$389,419	$389,419	**$ -**

HIDALGO COUNTY
OCT 2 5 2011
DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain
CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 4

Progress Period: Through July 31, 2011

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.810 - PS&E - Hidalgo County							
8	PS&E - Hidalgo County		$1,333,333	48%	$646,533	$612,000	$ 34,533
	Sub Total (PS&E - Hidalgo County)		**$1,333,333**	**48%**	$646,533	$612,000	**$ 34,533**
	Sub Total (TECHNICAL WORK ACTIVITIES)		**$6,000,000**	**49%**	**$2,931,951**	**$2,850,329**	**$81,622**
	TOTAL:		**$6,000,000**	**49%**	**$2,931,951**	**$2,850,329**	

TOTAL INVOICE AMOUNT DUE $ 81,622

Attachments:

Attachment "A" - Environmental Detail Worksheet
Attachment "B" - GRR Detail Worksheet
Attachment "C" - PS&E Detail Worksheet

HIDALGO COUNTY
OCT 2 5 2011
DRAINAGE DISTRICT #1

PROJECT: **Raymondville Drain**

CLIENT: **Hidalgo County** **S&B Job Number: U1445**

PROGRESS REPORT NO. 4R – Attachment A – GCM Details

Progress Period: Through July 31, 2011

GCM activities for the period of April 30 thru May 16 (date of stop work notice) included the following:

- Management QC Review – Water Resources Technical Report: A review was made of the Draft Water Resources Technical Report associated with the environmental investigations; specific areas reviewed included:
    1. Alternatives; reviewed tables detailing the latest alternatives;
    2. Analysis of water-related issues on the alternatives;
    3. Back-checked the 16 categories of Coastal Natural Resource Areas (CNRAs), especially those related to water-dependent resources;
    4. Re-organized appendices with resource data electronically and in hardcopy form;
    5. Reviewed Exhibits 1 and 2;
    6. Reviewed entire report for technical reference and applicability.
    7. Reviewed entire report for grammar, spelling, etc.
    8. Review of posted files.
- Revised the progress report for Invoice U1445-02R with additional detail; organized the CD back-up data by project task area.
- Revised and reviewed Draft MOA with the US Army Corps of Engineers.
- Follow-up meeting with Frank Ferris on May 9, engineer for El Sauz Ranch.
- Management QC Review – PS&E:
    1. SW3P layouts and quantities
    2. P&P layouts
    3. Cross sections
    4. Existing Utility Layout Sheets with possible conflict locations
    5. Standards
    6. E&Q and summary sheets
- Review and coordination regarding invoicing for Dos Logistics and Dos Land Surveying, Inc (Invoices 2, 3, and 4 received May 3).
- Internal Technical Team Meeting – reviewed processes and procedures regarding cost estimating, vendor pricing and historical pricing.
- Prepared and attended HCDD1 Drainage Workshop on May 12.
- Developed preliminary plan forward regarding Willacy County MOU and stop work.

HIDALGO COUNTY

OCT 2 5 2011

DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 4 - Attachment B - Environmental Details

Progress Period: Through July 31, 2011

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.201 - Environmental - Hidalgo County		**Note: All Work associated with Environmental is considered Special Service.**					
PHASE II and III INTEGRATION WITH WILLACY COUNTY PORTION							
	Environmental - Hidalgo County - update, and incorporate with downstream reaches (Willacy County)		$80,000	65%	$52,000	$52,000	$ -
MANAGEMENT, MEETINGS, AND PROGRESS							
	Quality Control / Quality Assurrance		$10,677	65%	$6,940	$6,940	$ -
	ODC / NL Trips, Travel, Repro		$9,323	65%	$6,060	$6,060	$ -
	Sub Total (Environmental - Hidalgo County)		**$100,000**	**65%**	**$65,000**	**$65,000**	**$ -**
U1445.202 - Environmental - Willacy County		**Note: All Work associated with Environmental is considered Special Service.**					
PHASE I - SCOPING AND PRELIMINARY ANALYSIS							
(1)	Identify stakeholders and affected agencies.		$12,188	100%	$12,188	$12,188	$ -
(2)	Develop / maintain stakeholder list; identify state, federal, and local agencies; identify non-profit organizations.		$10,250	100%	$10,250	$10,250	$ -
(3)	roster, coordinate, conduct, meeting notes, follow-up.		$14,357	10%	$1,436	$1,436	$ -
(3)	Project Development Meeting (USACE) - attend.		$2,841	0%	$0	$0	$ -
(4)	Review preliminary data; review land use maps; review tax records, etc.		$50,606	100%	$50,606	$50,606	$ -
(5)	Identify evaluation issues		$17,188	95%	$16,328	$16,328	$ -
(6)	Identify design concerns		$23,994	95%	$22,794	$22,794	$ -
(7)	Conduct preliminary field reconnaissance:						
	Land use/Socio-economic/Relocation data		$28,800	95%	$27,360	$27,360	$ -
	Ecology/Wetlands/Endangered Species		$28,800	95%	$27,360	$27,360	$ -
	Hazardous Materials		$28,800	95%	$27,360	$27,360	$ -
	Cultural Historical Survey		$28,800	95%	$27,360	$27,360	$ -
(8)	Develop constraints matrix		$23,213	95%	$22,052	$22,052	$ -
(9)	Document project need and description		$20,456	95%	$19,433	$19,433	$ -
##	Prepare preliminary scoping document and write coordination letters (as applicable) to SHC, USFWS, TPWD, USCG, IBWC, NRCS, FEMA, TNRCC, etc.		$31,692	95%	$30,107	$30,107	$ -
##	Scoping Docs / Meetings (Resource Agencies) - preparation, agenda, roster, coordinate, attend / conduct, meeting notes, follow-up.		$32,983	50%	$16,491	$16,491	$ -

HIDALGO COUNTY

OCT 2 5 2011

DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 4 - Attachment B - Environmental Details

Progress Period: Through July 31, 2011

	DESCRIPTION	[redacted]	ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
PHASE II - DETAILED FIELD STUDIES AND MODELING							
	A. Data Collection / Analysis for Affected Environment						
(1)	**Socio-Economic Resources**						
	(a) land use		$37,913	35%	$13,270	$13,270	$ -
	(b) neighborhood cohesion issues		$29,222	35%	$10,228	$10,228	$ -
	(c) residential/business relocations		$20,531	35%	$7,186	$7,186	$ -
	(d) public owned lands and facilities		$20,531	35%	$7,186	$7,186	$ -
	(e) population demographics and env justice		$37,913	35%	$13,270	$13,270	$ -
(2)	**Physical Resources**						
	(a) topography		$29,222	35%	$10,228	$10,228	$ -
	(b) geology		$20,531	35%	$7,186	$7,186	$ -
	(c) soils (prime/unique farmland; hydric soils)		$20,531	35%	$7,186	$7,186	$ -
	(d) groundwater/surface water		$20,531	35%	$7,186	$7,186	$ -
	(e) floodplain and drainage issues		$20,531	35%	$7,186	$7,186	$ -
	(f) water quality		$20,531	35%	$7,186	$7,186	$ -
	(g) air quality		$20,531	35%	$7,186	$7,186	$ -
	(h) noise impacts		$29,222	35%	$10,228	$10,228	$ -
(3)	**Biological Resources**						
	(a) native vegetation		$29,551	35%	$10,343	$10,343	$ -
	(b) natural ecology		$29,551	35%	$10,343	$10,343	$ -
	(c) wildlife habitat		$29,551	35%	$10,343	$10,343	$ -
	(d) potential wetlands		$29,551	50%	$14,776	$14,776	$ -
	(e) endangered/threatened species		$29,551	35%	$10,343	$10,343	$ -
(4)	**Cultural/Urban Resources**						
	(a) historical sites		$18,358	35%	$6,425	$6,425	$ -
	(b) archaeological sites		$18,358	10%	$1,836	$1,836	$ -
(5)	**Hazardous Materials Assessment**						
	Hazardous Materials		$20,531	30%	$6,159	$6,159	$ -
(6)	**Special Studies**		$250,000	30%	$75,000	$75,000	$ -
(7)	**Cultural Resources**		$974	30%	$292	$292	$ -
	(a) Historic research (Estimated)		$15,962	10%	$1,596	$1,596	$ -

HIDALGO COUNTY

OCT 2 5 2011

DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 4 - Attachment B - Environmental Details

Progress Period: Through July 31, 2011

		DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
		(b) Coordination with Subproviders on cultural resource services (Estimated)		$24,430	10%	$2,443	$2,443	$ -
		(c) Coordination with Subproviders on archeological resource services (Estimated)		$7,494	5%	$375	$375	$ -
	(8)	**Biological Resources**		$25,008	10%	$2,501	$2,501	$ -
		(a) Wetland evaluation, permitting, alternatives, and mitigation (Estimated)		$61,139	79%	$48,593	$48,593	$ -
		(b) Bio-community assessment, benthic studies (Estimated)		$39,666	10%	$3,967	$3,967	$ -
		(c) Threatened/endangered species, habitat assessment, presence/absence survey, Section 7 of ESA, Biological Opinion, impact mitigation (Estimated)		$122,277	10%	$12,228	$12,228	$ -
		(d) Ecological investigations		$68,466	10%	$6,847	$6,847	$ -
	(9)	**Physical Resources**						
		(a) Air Quality Analysis		$32,466	30%	$9,740	$9,740	$ -
		(b) Sediment Analysis		$58,631	30%	$17,589	$17,589	$ -
		(c)Water Quality Analysis		$53,835	75%	$40,376	$40,376	$ -
	B.	**Permits / Certifications and/or Notifications**						
	(1)	Coordination with City, County, and Agency Officials		$29,222	10%	$2,922	$2,922	$ -
	(2)	Develop and maintain list of local permit requirements.		$24,879	55%	$13,800	$13,800	$ -
	(3)	Water Quality Certifications		$30,586	10%	$3,059	$3,059	$ -
	(4)	Pre-construction Notifications (NWP, SW3P NOI, etc.)		$23,386	10%	$2,339	$2,339	$ -
	C.	**Miscellaneous**						
	(1)	Examine / determine need for modeling.		$17,436	30%	$5,231	$5,231	$ -
	(2)	Finalize Constraints Mapping		$13,090	30%	$3,927	$3,927	$ -
	(3)	Benthic Studies		$50,000	10%	$5,000	$5,000	$ -
	D.	**Draft Environmental Document (SEIS)**						
	(1)	Data review / evaluation; identify cumm impacts.		$36,626	30%	$10,988	$10,988	$ -
	(2)	Write/submit draft SEIS - anticipate FONSI		$45,317	30%	$13,595	$13,595	$ -
	(3)	Incorporate comments and submit revised draft		$27,935	0%	$0	$0	$ -
	(4)	Incorporate final comments		$27,455	0%	$0	$0	$ -

HIDALGO COUNTY

OCT 2 5 2011

DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1435

PROGRESS REPORT NO. 4 - Attachment B - Environmental Details

Progress Period: Through July 31, 2011

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
PHASE III - FINAL SEIS AND PUBLIC INVOLVEMENT							
A.	**Final SEIS**			0%	$0	$0	$ -
(1)	Data review / evaluation; identify cumm impacts.		$22,906	0%	$0	$0	$ -
(2)	Write/submit final draft SEIS - anticipate FONSI		$31,597	0%	$0	$0	$ -
(3)	Incorporate comments and submit revised draft		$22,906	0%	$0	$0	$ -
(4)	Incorporate final comments		$21,647	0%	$0	$0	$ -
B.	**Public Involvement**			0%	$0	$0	$ -
(1)	**Public Information Workshop #1 - Willacy County:**			0%	$0	$0	$ -
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.		$8,692	100%	$8,692	$8,692	$ -
	Attend.		$4,812	100%	$4,812	$4,812	$ -
	Conduct mtng, prepare Meeting Report		$4,496	100%	$4,496	$4,496	$ -
(2)	**Public Information Workshop #2 - Willacy County:**						
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.		$8,692	0%	$0	$0	$ -
	Attend.		$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report		$4,496	0%	$0	$0	$ -
(3)	**Public Meeting #1 - Willacy County:**						
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.		$8,692	0%	$0	$0	$ -
	Attend.		$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report		$4,496	0%	$0	$0	$ -
(4)	**Public Meeting #2 - Willacy County**						
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.		$8,692	0%	$0	$0	$ -
	Attend.		$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report		$4,496	0%	$0	$0	$ -
(5)	**Public Hearing #1 - Willacy County:**						
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.		$13,038	0%	$0	$0	$ -
	Attend.		$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report		$8,991	0%	$0	$0	$ -
(6)	**Public Hearing #2 - Willacy County**						
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs		$11,299	0%	$0	$0	$ -
	Attend.		$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report		$8,991	0%	$0	$0	$ -

HIDALGO COUNTY

OCT 25 2011

DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 4 - Attachment B - Environmental Details

Progress Period: Through July 31, 2011

		DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
C.		Agency Coordination - Document Review	SPECIAL					
	(1)	Coordinate with USACE on the Notice of Intent (NOI)	SPECIAL	$10,640	0%	$0	$0	$ -
	(2)	Prepare and publish NOI	SPECIAL	$14,117	0%	$0	$0	$ -
	(3)	Coordinate with USACE on the Draft EIS	SPECIAL	$19,422	0%	$0	$0	$ -
	(4)	Assist USACE with SAFETEA-LU requirements for the Draft EIS	SPECIAL	$5,665	0%	$0	$0	$ -
	(5)	Prepare and publicize the Draft EIS Notice of Availability	SPECIAL	$6,054	0%	$0	$0	$ -
	(6)	Coordinate with USACE on Final EIS	SPECIAL	$11,989	0%	$0	$0	$ -
	(7)	Assist USACE with SAFETEA-LU requirements for the Final EIS	SPECIAL	$5,665	0%	$0	$0	$ -
	(8)	Prepare and publicize the Final EIS Notice of Availability	SPECIAL	$6,054	0%	$0	$0	$ -
QC-QA and ODC								
		Quality Control / Quality Assurrance	SPECIAL	$145,772	35%	$51,020	$51,020	$ -
		ODC / NL Trips, Travel, Repro	SPECIAL	$67,634	35%	$23,672	$23,672	$ -
		Total (Environmental - Willacy County)		$2,490,000	35%	$871,501	$871,501	$ -
		Total (Environmental Details)		$2,590,000	36%	$936,501	$936,501	$0
			TOTAL:	$2,590,000	36%	$936,501	$936,501	

TOTAL INVOICE AMOUNT DUE $ -

HIDALGO COUNTY
OCT 2 5 2011
DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 4 - Attachment C - GRR Details

Progress Period: Through July 31, 2011

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.601 - GRR - Hidaglo County (H&H, Plan Formulation, Economic Studies, Report Prep)							
(1)	Finalize H&H for final design of new ditch, Edinburg Lake to Guerra Detention Facility.	BASIC	$147,540	80%	$118,032	$118,032	$ -
(2)	Finalize Plan Formulation and Economic Studies for Hidalgo County; integrate with Willacy County portion.	BASIC	$176,339	62%	$108,683	$108,683	$ -
QC-QA and ODC							
	Quality Control / Quality Assurrance	BASIC	$36,800	70%	$25,760	$25,760	$ -
	ODC / NL Trips, Travel, Repro	BASIC	$7,321	70%	$5,125	$5,125	$ -
	Sub Total (GRR - Hidalgo County)		$368,000	70%	$257,600	$257,600	$ -
U1445.602 - GRR - Willacy County (H&H, Plan Formulation, Economic Studies, Report Prep)							
(1)	Develop H&H model (APD only); revise / update downstream model, perform preliminary hydraulics.	Basic	$342,545	67%	$228,225	$209,397	$ 18,828
(2)	Develop Plan Formulation for Willacy County	Basic	$178,673	65%	$116,137	$107,204	$ 8,934
(3)	Develop Economic Studies for Willacy County.	Basic	$223,954	25%	$55,989	$55,989	$ -
QC-QA and ODC							
	Quality Control / Quality Assurrance	BASIC	$83,615	50%	$41,808	$41,808	$ -
	ODC / NL Trips, Travel, Repro	BASIC	$7,358	50%	$3,679	$3,679	$ -
	Sub Total (GRR-1 - Willacy County)		$836,145	53%	$445,836	$418,076	$ 27,761
U1445.802 - GRR - Willacy County (Site Prep, Prelim Engr, Cost Estimates)							
(1)	Engineernig Site Development - Field Survey	BASIC	$161,316	95%	$153,250	$153,250	$ -
(2)	Preliminary Engineering - Schematic Development - Alternatives	BASIC	$197,541	80%	$158,033	$158,033	$ -
(3)	Engineering Cost Estimates	BASIC	$43,583	80%	$34,866	$34,866	$ -
QC-QA and ODC							
	Quality Control / Quality Assurrance	BASIC	$45,281	86%	$38,941	$38,941	$ -
	ODC / NL Trips, Travel, Repro	BASIC	$5,092	85%	$4,328	$4,328	$ -
	Sub Total (GRR-2 - Willacy County)		$452,813	86%	$389,420	$389,419	$ -
		TOTAL:	$1,656,958	66%	$1,092,856	$1,065,094	

TOTAL INVOICE AMOUNT DUE $ 27,760

HIDALGO COUNTY

OCT 2 5 2011

DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 4 - Attachment D - PS&E Details

Progress Period: Through July 31, 2011

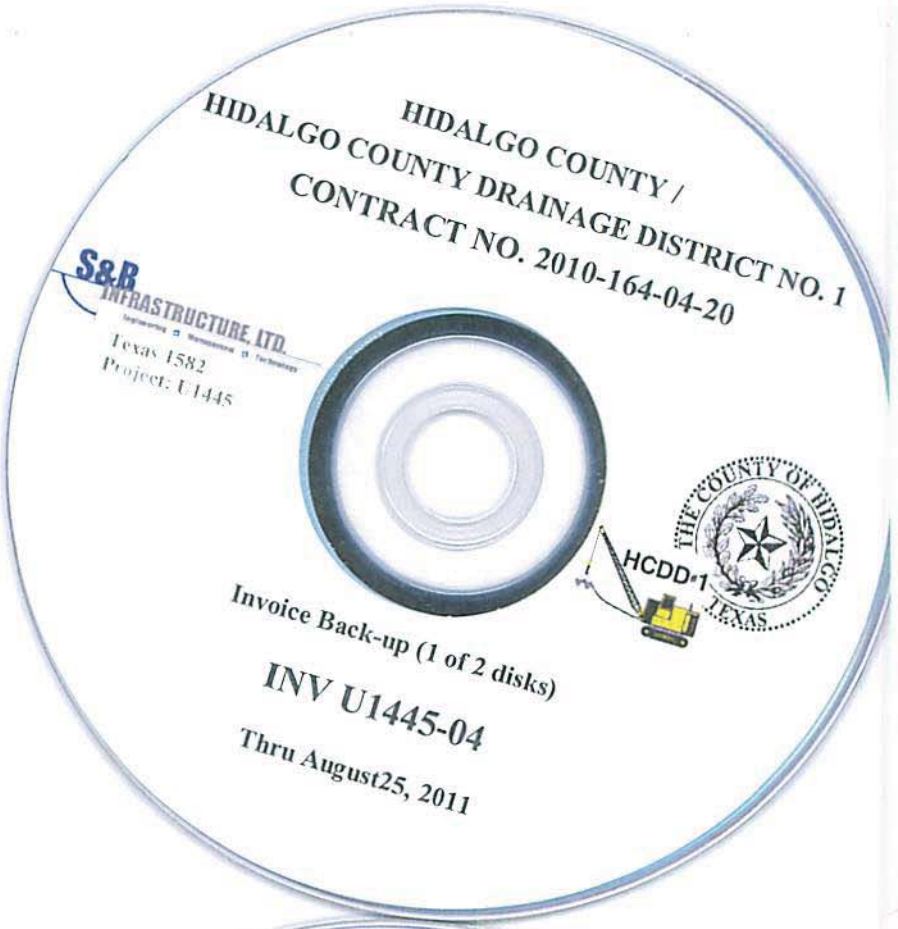
	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.810 - PS&E - Hidalgo County							
(1)	Develop plans, specifications, and estimates for Segments 2, 4, and 5.	Basic	$678,334	50%	$339,783	$305,250	$ 34,533
(2)	Develop plans, specifications, and estimates for Segment 3.	Basic	$400,000	48%	$192,000	$192,000	$ -
(3)	Develop plans, specifications, and estimates for Segment 1.	Basic	$133,333	45%	$60,000	$60,000	$ -
QC-QA and ODC							
	Quality Control / Quality Assurrance	BASIC	$106,666	45%	$48,000	$48,000	$ -
	ODC / NL Trips, Travel, Repro	BASIC	$15,000	45%	$6,750	$6,750	$ -
	Sub Total (PS&E - Hidalgo County)		$1,333,333	48%	$646,533	$612,000	$ 34,533
	TOTAL:		$1,333,333	48%	$646,533	$612,000	

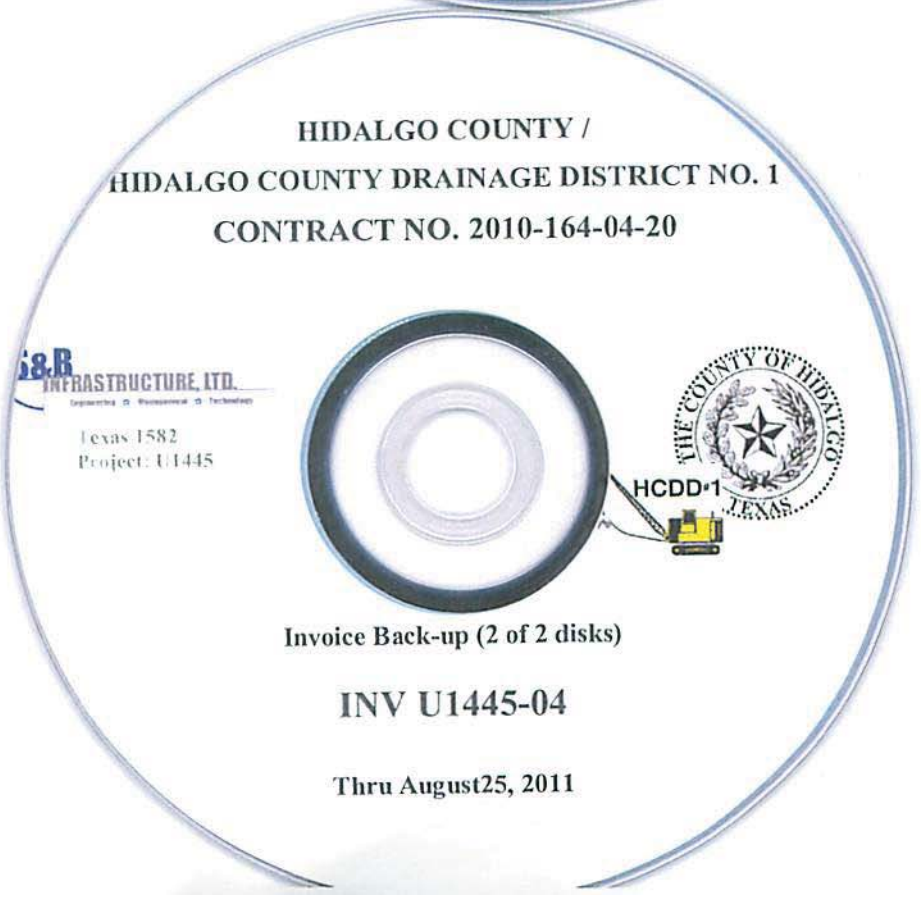
TOTAL INVOICE AMOUNT DUE $ 34,533

HIDALGO COUNTY

OCT 2 5 2011

DRAINAGE DISTRICT #1



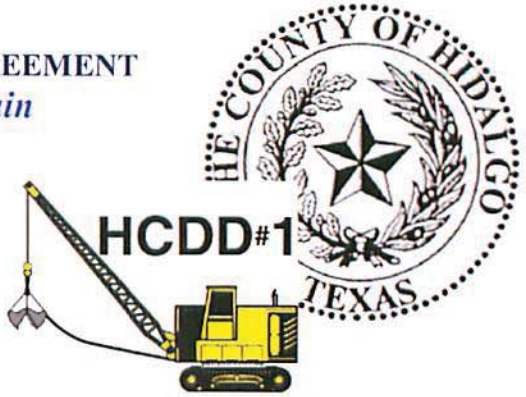


HIDALGO COUNTY
OCT 2 5 2011
DRAINAGE DISTRICT #1

S&B INFRASTRUCTURE, LTD.
Engineering ✪ Management ✪ Technology

Project Memorandum

HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
Design and Expansion of the Raymondville Drain
Contract No. C-10-164-04-20



S&BI Project No. U1445

25 October 2011

TO: **Hidalgo County Drainage District No. 1**
Attn: Minerva Luna, Accountant
902 N. Doolittle
Edinburg, Texas 78539
(956) 292-7000 x-4862 fax (956) 318-2629

FROM: ***Sharlotte L. Teague, PE***
Senior Project Manager
S&B Infrastructure, Ltd. - McAllen

SUBJECT: **Raymondville Drain – Invoice U1445-04R**

Minnie - Attached is original invoice with missing GCM back-up (see Attachment A to the invoice).

As always, if you have any questions, please do not hesitate to contact us at anytime.

attachments: as listed above

cc: project files (U1445)

5408 North 10th Street • McAllen, Texas 78504-2711
(956) 926-5000 • Fax (956) 994-0427

HIDALGO COUNTY
OCT 25 2011
DRAINAGE DISTRICT #1

AI-29431 **9. H.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Blanca Mayorga, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

WIC:
Requesting authority to update the 36 month capital lease agreement for Canon IRC 5405WDADF serial model #GPQ55412 by upgrading the inner finisher A1 with a staple finisher C-1 and external hole puncher B1 for the WIC Program through our membership/participation with (TPSS) Texas Procurement & Support Services awarded
vendor, Copy Graphics, Inc. contract 985-L2 through (Req#204078) in the amount of $428.60/month, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1292-441-00-350-001-2-780

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

BUDGETARY IMPACT:

Funds available through Requisition# 204078 in the amount of $2,143.00 as of 11/3/11 for Copy Graphics, Inc.

Attachments

CopyGraphics-WIC

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/03/2011 11:01 AM
Budget & Management	Merlen P. Munoz	11/03/2011 12:02 PM
Erika Zamora	Erika Zamora	11/03/2011 02:20 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Blanca Mayorga Started On: 11/02/2011 10:28 AM

Final Approval Date: 11/04/2011

Requisition
W.I.C. PROGRAM

Req # 00204078
PO #
Date: 10/07/11

#29431 Consent 11/8/11

Bill To: x
x

Vendor : 78174
COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956)630-2628

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: MGONZALEZ
956-381-4646

Contract No:

Special Instructions:
SMART BUY REQ. 222124 STATE P.O.10122151

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		APPROVAL FROM STATE 6/3/2011		
		DO NOT DUPLICATE ORDER		
5.00	EACH	600-58 CO TPASS CATALOG 985-12 SMARBUY 222124 FOR CANON IRC 5045 WDADF 36 MONTH LEASE FOR OCT. 2011-MARCH 2012	233.91	1,169.55
5.00	EACH	600-58 CABINET TYPE B	4.39	21.95
5.00	EACH	600-58 STAPLE FINISHER C-1	43.86	219.30
5.00	EACH	600-58 EXTERNAL HOLE PUNCHER B1	12.43	62.15
5.00	EACH	985-58 SERVICE TO INCLUDE 30,000 AND WHITE COPIES PER MONTH AND OVERAGES BILLED.0063 EACH COPY. COLOR COPIES TO BE BILLE AT .0633 EACH COLOR COPY	134.01	670.05
		Account No	Encumbrance	
		1-1292-441-00-350-001-2-780	2,143.00	
			Freight	.00
			Total	2,143.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Canon

985 L2 Catalogue Quote Lease or Rental

CPA Vendor #	15954
Payee ID#:	1-13-256-1772-501-035
Vendor Name:	Canon USA Inc.C/O Canon Financial Services
Address:	14904 COLLECTIONS CENTER DR
City, State, Zip	Chicago, IL 60693-0149

Vendor: Reflect this Number on all Correspondence and Invoices.	
Quote No.	C815-070711-ES2
Date:	July 07,2011.
Contract No.	985 L2 Catalogue

Customer Name/Invoice Address:	Address for Delivery:
Hidalgo County WIC	University of Pan American
Hwy 107	Hwy 107
Edinburg, Texas 78539	Edinburg, Texas 78539

Agency Point of Contact:	Margarita Gonzalez	Phone:	(956) 381-4646
		E-Mail:	
Agency Accounts Payable Contact:		Phone:	
		E-Mail:	mague.gonzalez@wic.co.hidalgo.tx.us

	Quoting Dealer Address:	Copy Graphics 221 N. 10th St. Mcallen,Tx 78501
Dealer Authorized Signature	Quoting Dealer Phone:	956-631-0205

****STATE SALES TAX EXEMPTION CERTIFICATE REQUIRED FOR EVERY ORDER.****

Class/Item	Description	Quantity	Unit Price	Total
600-58	imageRunner-CiR5045-Up to 45 copies per minute unit,Includes	36	$233.91	$8,420.76
	Automatic Duplexing, Reduction and Enlargement, Minimum			$0.00
	Paper Tray Capacity 250 sheets excluding by-pass			$0.00
600-58	Cabinet Type B	36	$4.39	$158.04
600-58	Staple Finisher C1	36	$43.86	$1,578.96
600-58	External Hole Puncher B1	36	$12.43	$447.48
				$0.00
985-58	Service to include 30,000 black and white copies per month,and	36	$134.01	$4,824.36
	Overages billed @ $.0063 each copy.Color copies to be billed at			$0.00
	$.0633 each color copy.			$0.00
	(TPASS 36 MONTH LEASE AT $428.60)			$0.00
				$0.00
			Monthly Unit Total	**$428.60**
			Total - Page 1	**$15,429.60**

Canon 985 L2 Catalogue Quote

Continuation Page

Quote No.

Class/Item	Description	Quantity	Unit Price	Total
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
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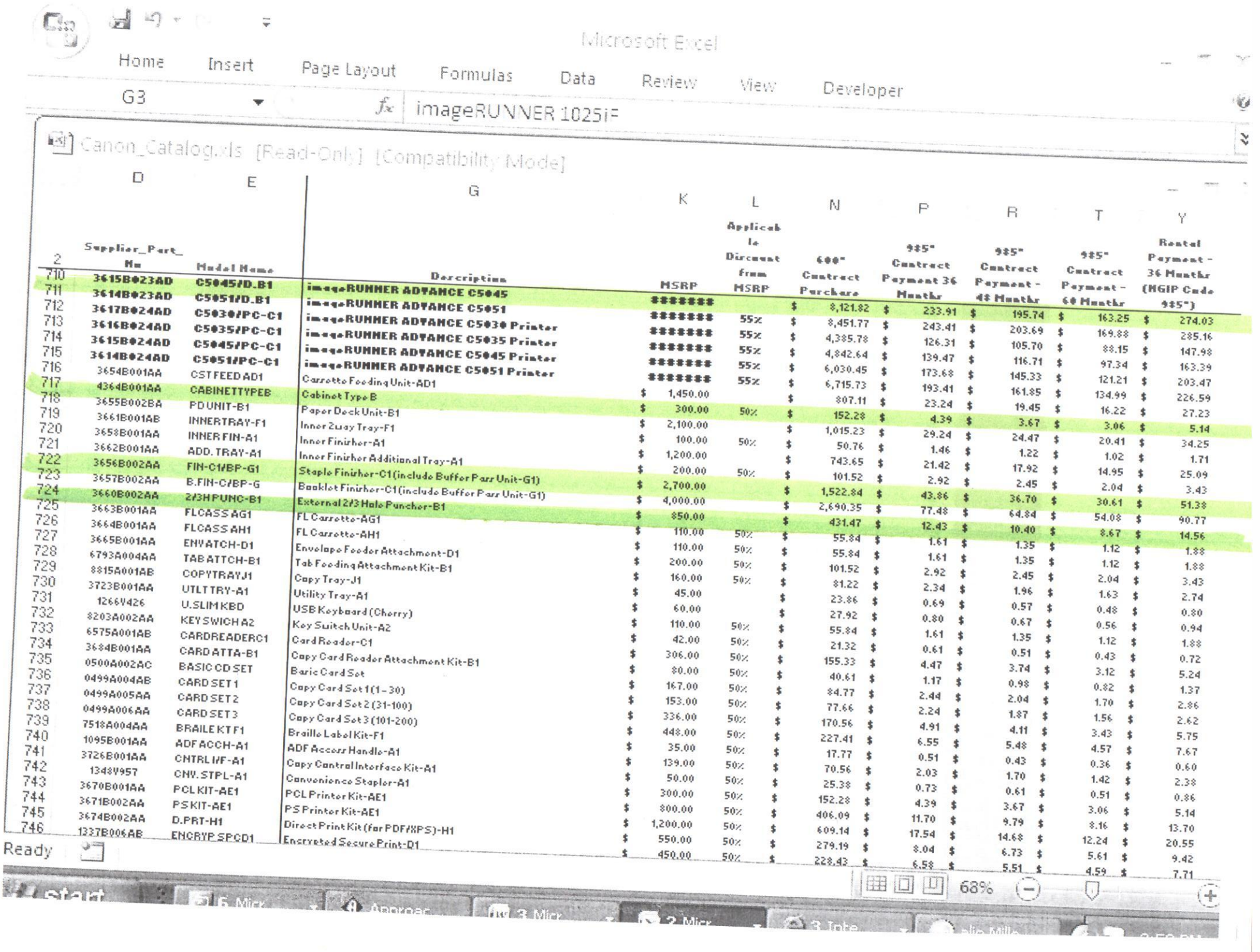
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		Monthly Unit Total	$428.60	
		Total Purchase - Page 2		$0.00
		P.O. Grand Total		$15,429.60



Microsoft Excel

Home Insert Page Layout Formulas Data Review View Developer

G3 imageRUNNER 1025iF

Canon_Catalog.xls [Read-Only] [Compatibility Mode]

	D	E	G	K	L	N	P	R	T	Y
2	Supplier_Part_Nu	Model Name	Description	MSRP	Applicable Discount from MSRP	600* Contract Purchase	985* Contract Payment 36 Months	985* Contract Payment - 48 Months	985* Contract Payment - 60 Months	Rental Payment - 36 Months (NGIP Code 985*)
710	3615B023AD	C5045/D.B1	imageRUNNER ADVANCE C5045	*******		$ 8,121.82	$ 233.91	$ 195.74	$ 163.25	$ 274.03
711	3614B023AD	C5051/D.B1	imageRUNNER ADVANCE C5051	*******	55%	$ 8,451.77	$ 243.41	$ 203.69	$ 169.88	$ 285.16
712	3617B024AD	C5030/PC-C1	imageRUNNER ADVANCE C5030 Printer	*******	55%	$ 4,385.78	$ 126.31	$ 105.70	$ 88.15	$ 147.98
713	3616B024AD	C5035/PC-C1	imageRUNNER ADVANCE C5035 Printer	*******	55%	$ 4,842.64	$ 139.47	$ 116.71	$ 97.34	$ 163.39
714	3615B024AD	C5045/PC-C1	imageRUNNER ADVANCE C5045 Printer	*******	55%	$ 6,030.45	$ 173.68	$ 145.33	$ 121.21	$ 203.47
715	3614B024AD	C5051/PC-C1	imageRUNNER ADVANCE C5051 Printer	*******	55%	$ 6,715.73	$ 193.41	$ 161.85	$ 134.99	$ 226.59
716	3654B001AA	CST FEED AD1	Carretto Feeding Unit-AD1	$ 1,450.00		$ 807.11	$ 23.24	$ 19.45	$ 16.22	$ 27.23
717	4364B001AA	CABINETTYPEB	Cabinet Type B	$ 300.00	50%	$ 152.28	$ 4.39	$ 3.67	$ 3.06	$ 5.14
718	3655B002BA	PD UNIT-B1	Paper Deck Unit-B1	$ 2,100.00		$ 1,015.23	$ 29.24	$ 24.47	$ 20.41	$ 34.25
719	3661B001AB	INNER TRAY-F1	Inner 2 way Tray-F1	$ 100.00	50%	$ 50.76	$ 1.46	$ 1.22	$ 1.02	$ 1.71
720	3658B001AA	INNER FIN-A1	Inner Finisher-A1	$ 1,200.00		$ 743.65	$ 21.42	$ 17.92	$ 14.95	$ 25.09
721	3662B001AA	ADD. TRAY-A1	Inner Finisher Additional Tray-A1	$ 200.00	50%	$ 101.52	$ 2.92	$ 2.45	$ 2.04	$ 3.43
722	3656B002AA	FIN-C1/BP-G1	Staple Finisher-C1(include Buffer Parr Unit-G1)	$ 2,700.00		$ 1,522.84	$ 43.86	$ 36.70	$ 30.61	$ 51.38
723	3657B002AA	B.FIN-C/BP-G	Booklet Finisher-C1(include Buffer Parr Unit-G1)	$ 4,000.00		$ 2,690.35	$ 77.48	$ 64.84	$ 54.08	$ 90.77
724	3660B002AA	2/3H PUNC-B1	External 2/3 Hole Puncher-B1	$ 850.00		$ 431.47	$ 12.43	$ 10.40	$ 8.67	$ 14.56
725	3663B001AA	FL CASS AG1	FL Carretto-AG1	$ 110.00	50%	$ 55.84	$ 1.61	$ 1.35	$ 1.12	$ 1.88
726	3664B001AA	FL CASS AH1	FL Carretto-AH1	$ 110.00	50%	$ 55.84	$ 1.61	$ 1.35	$ 1.12	$ 1.88
727	3665B001AA	ENV ATCH-D1	Envelope Feeder Attachment-D1	$ 200.00	50%	$ 101.52	$ 2.92	$ 2.45	$ 2.04	$ 3.43
728	6793A004AA	TAB ATTCH-B1	Tab Feeding Attachment Kit-B1	$ 160.00	50%	$ 81.22	$ 2.34	$ 1.96	$ 1.63	$ 2.74
729	8815A001AB	COPY TRAY J1	Copy Tray-J1	$ 45.00		$ 23.86	$ 0.69	$ 0.57	$ 0.48	$ 0.80
730	3723B001AA	UTLT TRY-A1	Utility Tray-A1	$ 60.00		$ 27.92	$ 0.80	$ 0.67	$ 0.56	$ 0.94
731	1266V426	U.SLIM KBD	USB Keyboard (Cherry)	$ 110.00	50%	$ 55.84	$ 1.61	$ 1.35	$ 1.12	$ 1.88
732	8203A002AA	KEY SWICH A2	Key Switch Unit-A2	$ 42.00	50%	$ 21.32	$ 0.61	$ 0.51	$ 0.43	$ 0.72
733	6575A001AB	CARD READER C1	Card Reader-C1	$ 306.00	50%	$ 155.33	$ 4.47	$ 3.74	$ 3.12	$ 5.24
734	3684B001AA	CARD ATTA-B1	Copy Card Reader Attachment Kit-B1	$ 80.00	50%	$ 40.61	$ 1.17	$ 0.98	$ 0.82	$ 1.37
735	0500A002AC	BASIC CD SET	Basic Card Set	$ 167.00	50%	$ 84.77	$ 2.44	$ 2.04	$ 1.70	$ 2.86
736	0499A004AB	CARD SET 1	Copy Card Set 1 (1 - 30)	$ 153.00	50%	$ 77.66	$ 2.24	$ 1.87	$ 1.56	$ 2.62
737	0499A005AA	CARD SET 2	Copy Card Set 2 (31-100)	$ 336.00	50%	$ 170.56	$ 4.91	$ 4.11	$ 3.43	$ 5.75
738	0499A006AA	CARD SET 3	Copy Card Set 3 (101-200)	$ 448.00	50%	$ 227.41	$ 6.55	$ 5.48	$ 4.57	$ 7.67
739	7518A004AA	BRAILE KT F1	Braille Label Kit-F1	$ 35.00	50%	$ 17.77	$ 0.51	$ 0.43	$ 0.36	$ 0.60
740	1095B001AA	ADF ACCH-A1	ADF Accorr Handle-A1	$ 139.00	50%	$ 70.56	$ 2.03	$ 1.70	$ 1.42	$ 2.38
741	3726B001AA	CNTRL I/F-A1	Copy Control Interface Kit-A1	$ 50.00	50%	$ 25.38	$ 0.73	$ 0.61	$ 0.51	$ 0.86
742	1348V957	CNV. STPL-A1	Convenience Stapler-A1	$ 300.00	50%	$ 152.28	$ 4.39	$ 3.67	$ 3.06	$ 5.14
743	3670B001AA	PCL KIT-AE1	PCL Printer Kit-AE1	$ 800.00	50%	$ 406.09	$ 11.70	$ 9.79	$ 8.16	$ 13.70
744	3671B002AA	PS KIT-AE1	PS Printer Kit-AE1	$ 1,200.00	50%	$ 609.14	$ 17.54	$ 14.68	$ 12.24	$ 20.55
745	3674B002AA	D.PRT-H1	Direct Print Kit (for PDF/XPS)-H1	$ 550.00	50%	$ 279.19	$ 8.04	$ 6.73	$ 5.61	$ 9.42
746	1337B006AB	ENCRYP.SP CD1	Encrypted Secure Print-D1	$ 450.00	50%	$ 228.43	$ 6.58	$ 5.51	$ 4.59	$ 7.71

Ready

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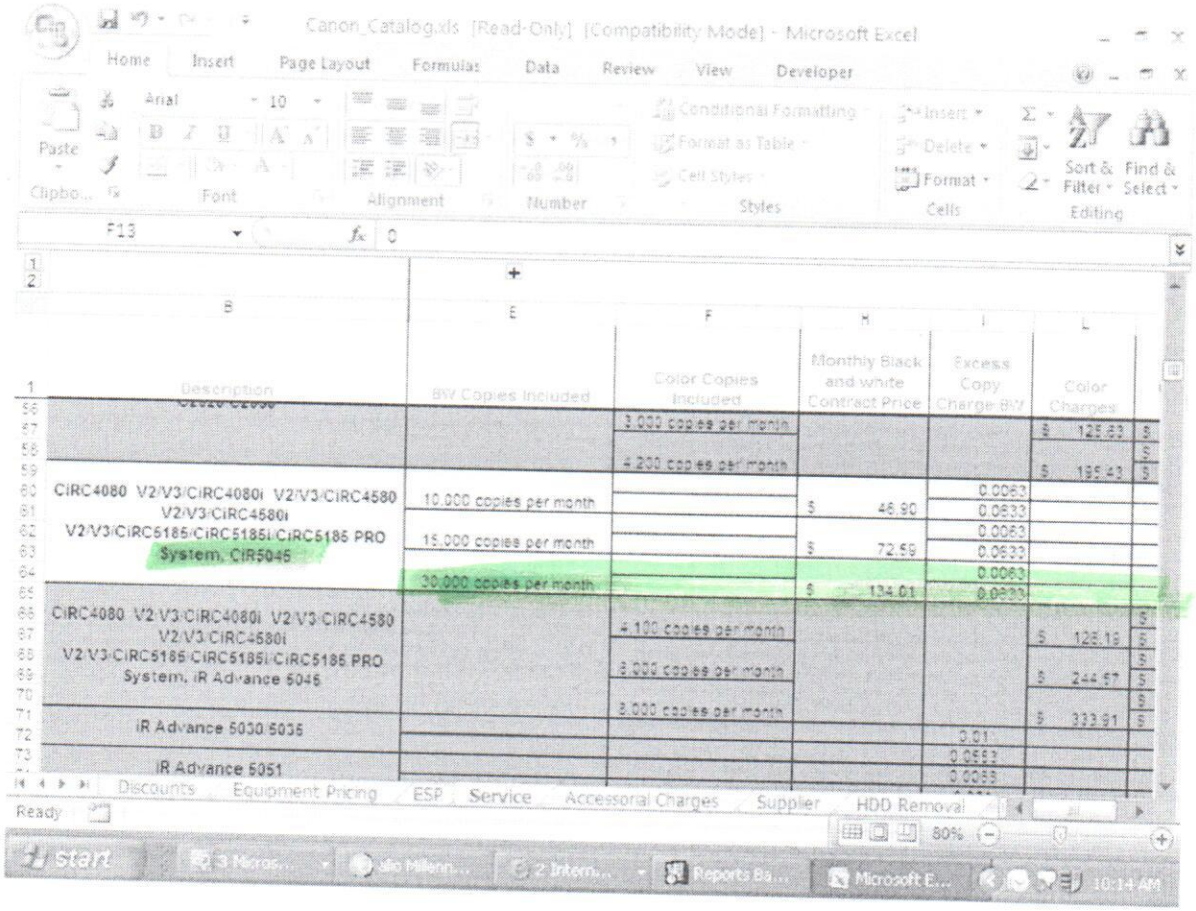
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Color Copies Included
Monthly Black and white Contract Price
Excess Copy Charge B/W
Color Charges
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4,200 copies per month
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0.0633
15,000 copies per month
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$ 128.19
8,000 copies per month
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$ 333.91
iR Advance 5030/5035
0.01
iR Advance 5051
0.0063
0.0033
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Equipment Pricing
ESP
Service
Accessorial Charges
Supplier
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AI-29424 **9. I.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of Invoice #11323948 in the amount of $89,000.00 as submitted by L & G Consulting Engineers for engineering services provided in October 2011-on FM 493 North-WA #1 Project through Contract #C-07-451-12-26-PO#596375 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1336-431-00-121-049-0-841

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

BUDGETARY IMPACT:

PO #596375 for L & G Consulting Engineers, Inc. in relation to the Pct. 1 FM 493 (M10N-SH 107) road project.

Amount available as of 11-2-11 $515,297.50
Less Inv. #11323948 $(89,000.00), pending CC approval and Auditor's review
Amount pending to be paid/billed $426,297.50

Attachments

INVOICE DOCUMENTATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/02/2011 12:22 PM
Budget & Management	Merlen P. Munoz	11/02/2011 12:32 PM
Ivan Cantu	Ivan Cantu	11/04/2011 12:10 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Vangie Garcia Started On: 11/02/2011 07:41 AM

Final Approval Date: 11/04/2011

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323948
INVOICE DATE: 10/31/11

BILL TO: 34
Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

JOB: 071401
FM 493
c/o Hidalgo County
100 E. Cano
Edinburg, TX 78539

Contract #C-07-451-00-00
PO#596375/R233

Engineering services for the month of October 2011.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
11006-Design Schem	272,500.00	272,500.00		272,500.00	100.0	
12001-EA Fieldwork	10,000.00	10,000.00		10,000.00	100.0	
12002-EA Documents	57,000.00	51,300.00		51,300.00	90.0	5,700.00
12003-Public Invmt	3,000.00	3,000.00		3,000.00	100.0	
12004-Cul Resc	20,000.00	20,000.00		20,000.00	100.0	
12030-Public Invmt	20,450.00	17,702.50		17,702.50	86.6	2,747.50
13010-Prel-ROW Map/S	35,000.00	35,000.00		35,000.00	100.0	
15001-Surv,Plans&Des	25,000.00	23,750.00		23,750.00	95.0	1,250.00
15010-Surv,Plan/Sub	105,000.00	105,000.00		105,000.00	100.0	
15070-H&V Control/Su	35,200.00	35,200.00		35,200.00	100.0	
16001-Rdwy Design	252,000.00	126,000.00	25,200.00	151,200.00	60.0	100,800.00
16100-Drainage	168,000.00	92,400.00	8,400.00	100,800.00	60.0	67,200.00
16200-Pavt Mrk & Sig	84,000.00	42,000.00	16,800.00	58,800.00	70.0	25,200.00
16240-Signal Design	44,851.29				0.0	44,851.29
16302-Traf Cntrl Pln	84,000.00	42,000.00	8,400.00	50,400.00	60.0	33,600.00
16304-Irrigation	84,000.00	42,000.00	8,400.00	50,400.00	60.0	33,600.00
16307-Utilities	168,000.00	100,800.00	16,800.00	117,600.00	70.0	50,400.00
16400-Contract Mgmt	100,000.00	65,000.00	5,000.00	70,000.00	70.0	30,000.00
32000-Const. Mgnmt	30,948.71				0.0	30,948.71
TOTALS:	1,598,950.00	1,083,652.50	89,000.00	1,172,652.50	73.3	426,297.50

ORIGINAL CONTRACT SUM	$	1,598,950.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,598,950.00
TOTAL COMPLETED TO DATE	$	1,172,652.50
LESS PREVIOUS INVOICES	$	1,083,652.50
CURRENT PAYMENT DUE	$	89,000.00

PROJECT MANAGER'S SIGNATURE

1-1336-431-00-121-049-0-841
PO 596375

INVOICE RECEIVED BY
[illegible] on 11-2-11
GOODS/SERVICES RECEIVED BY:
_____ on _____

L&G Engineering
Transportation Consultants

November 1, 2011

The Honorable Joel Quintanilla
Hidalgo County Commissioner, Pct. #1
Attn: Noe Montes
1902 Joe Stevens
Weslaco, Tx 78596

RE: FM 493 North Work Authorization #1
Contract# C-07-451-12-26/PO# 596375/R233 – L&G Project#071401

Dear Commissioner Quintanilla:

Attached for your approval is our invoice for services rendered during the month of October 2011. The following is attached:

- L & G's Invoice & Subconsultant Invoice (when applicable)
- Exhibit C "Project Schedule"

TASK		% COMPL
FC 11006 – DESIGN SCHEMATICS		
L&G has revised the schematic/matrix based on TxDOT comments and new utility information. A Public Meeting was held on September 16th. We have revised the final schematic based on comments received at the public meeting and submitted the revised final schematic to TxDOT for approval. Schematic approved on 02/20/09. This task is complete	L&G	100%
FC 12001 – ENVIRONMENTAL FIELD WORK		
This task is complete.	L&G	100%
FC 12002 – ENVIRONMENTAL DOCUMENTS		
L&G is waiting for final comments from ENV in Austin.	L&G	90%
FC 12003 – PUBLIC INVOLVEMENT		
This task is complete.	L&G	100%
FC 12004 – CULTURAL RESOURCES		
L&G has received approval from THC on this project. This task is complete.	L&G	100%
FC 12030 – PUBLIC INVOLVEMENT		
We have met with all affected property owners affected by the roadway design. All buildings and structures along the roadway have been photograph.	L&G	86.6%
FC 13010 – PRELIMINARY RIGHT-OF-WAY MAPPING		
This task is complete.	RODS	100%
FC 15001 – SURVEY PLANS AND DESIGN		
L&G has managed contract development with RODS. We continue to review all work submitted by surveyor. Surveyor has submitted survey, along with preliminary survey control index sheets.	L&G	95%

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 15070 – SURVEY PLANS AND DESIGN/SUE		
This task is complete.	RODS	100%
FC 15070 – HORIZONTAL & VERTICAL CONTROL/SUE		
This task is complete.	RODS	100%
FC 15001 – ROADWAY DESIGN		
Typical sections for an 84' roadway have been developed. Intersection layouts have been finalized. We finalized the profile and centerline and are finalizing the design cross sections and earthwork.	L&G	60%
FC 15100 – DRAINAGE		
We are evaluating each proposed outfall. We continue to develop the storm drain and layout storage and discharge curves for the outfalls.	L&G	60%
FC 15200 – PAVEMENT MARKING AND SIGNING		
Pavement marking layouts and signing layouts have been finalized. We will be submitting these layouts to the TxDOT traffic section for review.	L&G	70%
FC 15270 – SIGNAL DESIGN/SUE		
This task has not begun.		0%
FC 15301 – TRAFFIC CONTROL PLAN		
We have completed the TCP typical sections and overall plan and submitted them to the TxDOT Safety Review Committee for concurrence. The "Sequence of Construction" and "TCP General Notes" have been created. The TCP layout sheets are being finalized.	L&G	60%
FC 15400 – IRRIGATION		
All irrigation crossings have been identified and existing conditions have been drafted. Coordination with the Donna Irrigation District is ongoing. Additional information needed is being obtained from existing project plans. Existing structure details have been verified.	L&G	60%
FC 15500 – UTILITIES		
Major compensable utilities have been identified and adjustment costs have been analyzed and incorporated into the project. We have developed a compensable utility cost estimate and are verifying proof of property interests by each company. Initial letters have been sent to all utilities found within project limits. We are coordinating with North Alamo Water Supply Corp. and Texas Gas on major compensable items. Parallel gas line has been exposed and tied down in the field. We are identifying possible conflict locations to be exposed by the utility companies. Additional utility letters along with preliminary sheets have been sent to all utility companies for comments and mark-up. Some comments have been received.	L&G	70%
FC 15600 – CONSTRUCTION MANAGEMENT		
L&G continues to coordinate and manage the work required and is providing County with updates. Preliminary TCP and cross-sections have been submitted to TxDOT	L&G	70%
FC 15700 – CONSTRUCTION MANAGEMENT		
This task has not begun.	L&G	0%

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,

Robert Macheska, P.E.
Project Manager

Attachment

Client: Hidalgo County

ATTACHMENT C
WORK SCHEDULE
FM 493 NORTH
FROM MILE 10 TO SH 107

TASK AND DESCRIPTION	FIRM	2008				2009				2010				2011												2012									
		JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC
WORK AUTHORIZATION NO. 1																																			
Entire Length of Project																																			
PROJECT PLANNING																																			
Obtain Right of Entry (SURVEYING)	RODS																																		
Update Planimetric and DTM Map	RODS																																		
DESIGN SURVEYS	RODS																																		
EXISTING RIGHT-OF-WAY LAYOUT	RODS																																		
meetings - w/ Hidalgo County Drainage District No. 1	L&G																																		
meetings w/ City of Donna	L&G																																		
meetings - w/ Precinct No 1	L&G																																		
Hydrologic Map	L&G																																		
Utility Coordination	L&G																																		
Coordination with TXDOT AND COUNTY	L&G																																		
Coordination with 2 Irrigation Districts	L&G																																		
Schematic & Environmental Document Development																																			
Develop Schematic with Options	L&G																																		
Meet w/TXDOT and revise schematic as per comments	L&G																																		
TXDOT and COUNTY approves Schematic	TXDOT																																		
Public Meeting																																			
Draft Environmental Document, Field Visits, etc	L&G																																		
Submit Draft EA (2nd)	L&G																																		
District Review/Revisions	TXDOT																																		
ENV Review/Revisions	TXDOT																																		
Revisions as per ENV comments	L&G																																		
Agency Coordination	TXDOT																																		
Environmental Clearance	TXDOT																																		
PS&E DEVELOPMENT FROM: MILE 10 TO MILE 14																																			
TXDOT AND COUNTY REVIEW OF OUTFALL LOCATIONS	L&G																																		
COMPLETE INTERSECTION LAYOUTS	L&G																																		
DESIGN HYDRAULIC STRUCTURES OUTFALLS, ETC	L&G																																		
DESIGN STORM DRAIN SYSTEM	L&G																																		
DESIGN ROADWAY	L&G																																		
SIGNING, PAVT MARKINGS AND SIGNALS	L&G/ETSI																																		
TXDOT REVIEW PLAN SUBMITTAL AND LET PROJECT	TXDOT																																		

ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

11:14 AM 03/28/2011

Evangelina Garcia

From: Noe Montez [noe.montez@co.hidalgo.tx.us]
Sent: Tuesday, November 01, 2011 5:53 PM
To: 'Evangelina Garcia'
Subject: Emailing: L & G inv 11323948 po 596375 fm 493
Attachments: L & G inv 11323948 po 596375 fm 493.pdf

See attached invoice.

Please place on the next CC Agenda for approval for payment\

Thanks

Noe

Your message is ready to be sent with the following file or link attachments:

L & G inv 11323948 po 596375 fm 493

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

AI-29478 **9. J.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

County Court At Law #7:
Requesting authority to enter into a 36-month new copier (capital) lease for a WorkCentre 7120P copier through our membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor, Xerox Corporation contract 985-L2 through requisition #205478 in the amount of $252.65/month, effective upon approval (1-1100-412-00-027-001-0-780):

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-027-001-0-780

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

BUDGETARY IMPACT:

Funds available as of 11/03/2011, refer to Req #00205478.

Attachments

Xeroc County Court at Law #7

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/03/2011 10:55 AM
Budget & Management	Merlen P. Munoz	11/03/2011 12:03 PM
Sylvia Solis	Sylvia Solis	11/03/2011 01:32 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Matilde Faz Started On: 11/02/2011 03:10 PM

Final Approval Date: 11/04/2011

Requisition

Req # 00205478

PO #

Date: 11/02/11

Consent #29478 11/8/11

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P. O. BOX 7405
PASADENA CA 91109-7405

Ship To: COUNTY COURT AT LAW #7
100 E. CANO, 1ST FLOOR
EDINBURG TX 78539

Contact: Carlos Perez
956-292-7780

Contract No: SMARTBUY PO

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TPASS TERM CONTRACT 985-L2 SMARTBUY REQUISITION # SMARTBUY PURCHASE ORDER # DO NOT DUPLICATE ORDER		
1.00	EACH	CO NEW 36 MONTH (CAPITAL) COPIER LEASE COMMODITY CODE 985-13-24001-4 (UNIT) FOR Xerox WORKCENTRE 7120P 20 BLACK / WHITE PPM DIGITAL COPIER 20 COLOR PPM DIGITAL COPIER PRINTER WITH TWO-520 SHEET TRAY, 100 SHEET BYPASS TRAY, DADF, NAT KIT, DADF, 2GB PLUS 80GB HARD DRIVE, INTEGRATED FINISHER, SCAN TO EMAIL PRICE INCLUDES: 5,000 B/W IMPRESSIONS ALL EXCESS B/W PRINTS AT $0.0084 EACH 1,850 COLOR IMPRESSIONS ALL EXCESS COLOR PRINTS AT $0.0690 EACH	.00	.00
2.00	MONTH	CO NEW 36 MONTH (CAPITAL) COPIER LEASE COMMODITY CODE 985-13-24100-4 (MONTHLY LEASE)	215.21	430.42
2.00	MONTH	CO NEW 36 MONTH 985-13-24104-6 1 LINE FAX	19.27	38.54
2.00	MONTH	CO NEW 36 MONTH 985-13-24107-9 ANALYST SERVICES	18.17	36.34
		Account No	Encumbrance	
		1-1100-412-00-027-001-0-780	505.30	
			Freight	.00
			Total	505.30
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

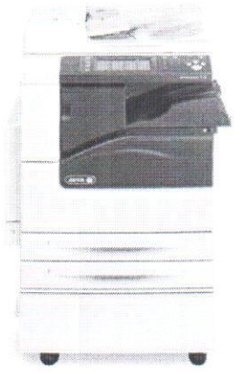
Authorized By: _____

Req# 205478

XEROX 985-L2 LEASE PRICING for

Hidalgo County

County Court at Law #7



XEROX WORKCENTRE 7120P

20 black / white ppm digital copier

20 color ppm digital copier

Printer with two-520 sheet Tray, 100 Sheet Bypass Tray, DADF, NAT Kit, DADF, 2GB plus 80GB hard drive, Integrated Finisher, Scan to Email

Price includes

5,000 B/W impressions

All excess B/W prints at $0.0084 each

1,850 color impressions

All excess Color prints at $0.0690 each

	Monthly Base	**Commodity Codes**
Equip Description/Qty	$0.0	985-13-24001-4
36 month term	$215.21	985-13-24100-4
1Line Fax	$ 19.27	985-13-24104-6
Analyst Services	$ 18.17	985-13-24107-9
Total Monthly	$252.65	
Cash Purchase Option	$ 9,095.40	

$252.65/monthly

111004120002700107 80

6/28/2011	TASB 299-08	48	Planning	195978	299-08		Ricoh MP 2851SP	$160.40	N	N	48	60	7,699.20	$5,203.00	Capital Lease
7/19/2011	985-L2	140	Tax Office- Alamo	198299	985-L2	7/19/2011	WC3550X	$64.61	N	N	36	60	2,325.96	$2,325.00	Capital Lease
7/19/2011	985-L2	9	INDIGENT DEFENSE	199004	985-L2	7/19/2011	WC5225A	$132.97	N	N	48	60	6,382.56	$5,030.00	Capital Lease
8/2/2011	985-L2	340	Health Dept	196766	985-L2	8/2/2011	WC5225	$157.95	N	N	36	60	5,686.20	$3,813.12	Capital Lease
9/13/2011	TASB 299-08	60	JP 4 Pl 1	201709	299-08	9/13/2011	RICOH MP2851	$98.00	N	N	48	60	4,704.00	$4,748.00	Capital Lease
10/25/2011	985-L2		139TH D C		985-L2	10/25/2011	WC 5225	$105.92	N	N	36	60	$3,813.12	$3,813.12	Capital Lease
11/1/2011	985-L2		Court @ Law 7		985-L2	11/1/2011	WC7120P	$252.65	N	N	36	60	$9,095.40	$9,095.40	Capital Lease
													$0.00		

Window on State Government

Susan Combs Texas Comptroller of Public Accounts

DEPARTMENT: COUNTY COURT AT LAW #7

REQUISITION #205479

985-L2 PHOTOCOPIER LEASE AND RENTAL

TEXAS Smart Buy Term Contracts

98513240014	N/A	11604680204	XEROX CORPORATION	AUSTIN	Low Range IVW7120PT & INTGDFN: Base Unit, Up to 20 ppm (black & white) 20 ppm (color)	TX	ea	0.00
98513241004	N/A	11604680204	XEROX CORPORATION	AUSTIN	Low Range IVW7120PT & INTGDFN. 36 Month Lease Includes: 5,000 Black & White Overage Charge Per Copy: $0.0084 Each. 1,850 Color Copies Overage Charge Per Copy $0.0690 Each	TX	mo	215.21
98513241046	N/A	11604680204	XEROX CORPORATION	AUSTIN	Low Range IVFAX1LN : W7120PT. Single Line - LAN - iFAX Kit. 36 Month Lease	TX	mo	19.27
98513241079	N/A	11604680204	XEROX CORPORATION	AUSTIN	Low Range IVCust Ed/Consulting : W7120PT. (CE-$252; Consult-$285) - Required for printing. 36 Month Lease	TX	mo	18.17

AI-29433 **9. K.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted By: Tanya Delira, 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, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No funding required. Request to utilize vendors withing cooperatives.

Attachments

KWIK-FILE
680-A1
Enviromental Systems 1078
Casco
Miller Uniforms
Exhibit "A"

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/03/2011 11:01 AM
Budget & Management	Merlen P. Munoz	11/03/2011 12:02 PM
Rosalinda Cantu	Rosie Cantu	11/04/2011 12:18 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Tanya Delira Started On: 11/02/2011 10:33 AM

Final Approval Date: 11/04/2011

Window on State Government

Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts: Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

KWIK-FILE, LLC
Contract TXMAS-4-71111060

On-Line Catalog/Order Processing

SPECIAL USE FURNITURE

Corporate Office:
KWIK-FILE LLC
619 NORTH COMMERCE
SHEBOYGAN WI 53082-0728
USA

Send PO to:
KWIK-FILE, LLC
C/O MAYLINE GROUP
619 N. COMMERCE
SHEBOYGAN WI 53082
USA
Vendor ID: 14118229047

Invoice From:
KWIK-FILE, LLC
C/O MAYLINE GROUP
619 N. COMMERCE
SHEBOYGAN WI 53082
USA
Vendor ID:

Delivery:	30 DAYS ARO
FOB Point:	ORIGIN - A FLAT 3% OF THE TOTAL LIST $ PER ORDER WILL BE ADDED TO INVOICE, MINIMUM OF $100
Terms:	1%-15, NET 30 DAYS
Remit To:	KWIK-FILE, LLC C/O MAYLINE GROUP P. O. BOX 3090 DEPT 5236 MILWAUKEE WI 53201-3090 USA Vendor ID:
Vendor ID:	14118229047
Business Type:	Small
DUNS #:	060579331
Effective:	7/2/2004
Expires:	5/31/2012

CONTACT: YVONNE MOORE
Phone 920-457-0222 x316
YMOORE@MAYLINE.COM

Note: Click on the column headings below to change the sort order. To search for a particular company, simultaneously press the "CTRL" and "F" keys, then type the word you are looking for and hit "Enter".

Authorized Dealers

Dealer Name	City	State	Contract Number	Hub	Contact Info
FURNITURE MARKETING GROUP	DALLAS	TX	TXMAS-4-71111060-1	No	JOHN MAGUIRE 713-383-7866 johnm@fmgi.com

Window on State Government
Susan Combs Texas Comptroller of Public Accounts

Tax Relief for Texas Wildfire Victims

NOTE: The products listed are for use by eligible State of Texas entities ONLY and are not for personal purchase or purchase by commercial entities.

All Term Contracts | TxSmartBuy Term | "Green" Items | Managed & CCG | Travel Contracts | Emergency Mgmt

Contract Terms and Instructions

680-A1-POLICE EQUIPMENT & ACCESSORIES

Start Date: 01/2010

End Date: 10/2012

Item Descriptions and Pricing

Contractor Information

Section 1 - Special Instructions and Conditions

1.1 DESCRIPTION: Police Equipment, Accessories and Ammunition

1.2 TYPE OF CONTRACT: Automated Discount-From-List.

1.3 TERM OF CONTRACT: January 1, 2010 through October 31, 2010
Renewal Term: November 1, 2010 through October 31, 2011
Renewal Term: November 1, 2011 through October 31, 2012

RENEWAL OPTIONS:

November 1, 2011 to October 31, 2012
November 1, 2012 to October 31, 2013
November 1, 2013 to October 31, 2014

1.4 DELIVERY: Reference individual line item for delivery requirements.

1.5 ZONE: This is a statewide contract.

1.6 SHIPPING INFORMATION: All shipping is F.O.B. Destination. Unit prices include all shipping, handling fees, fuel surcharges and any other freight related fees.

1.7 PRICING STRUCTURE:

Pricing will remain firm for ninety (90) calendar days after the contract begins. Price reductions shall be offered immediately upoon becoming available to a contractor at any time after award. Price increases or decreases may be accepted at any time after the initial ninety (90) day period after contract award date.

Prices may be adjusted upwardly or downwardly as approved through TPASS Contract Management.

1.8 CONTRACTOR POINT OF CONTACT: Contractor contact information is listed at the end of the contract.

1.9 CPA CONTRACT MANAGEMENT: Questions regarding contract management issues, price changes,

amendments or other post-award concerns should be directed to:

TPASS Contract Management Office (TCMO)
Texas Comptroller of Public Accounts (CPA)
Fax: (512) 936-0040
E-mail: tpass_cmo@cpa.state.tx.us

1.10 TPASS CONTACT: Questions concerning technical specifications should be directed to:

Manuel Perez, CTPM
Texas Comptroller of Public Accounts
Phone: (512) 463-2469
E-mail: manuel.perez@cpa.state.tx.us

1.11 PURCHASE ORDERS: Only contract purchase orders issued through the TxSmartBuy on-line ordering system are eligible for contract pricing.

1.12 ADDING NEW PRODUCTS TO THE CONTRACT:

Following the contract award, additional products of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. Customers are encouraged to request additional items by contacting the TPASS Contact Management Office.

< Return to search results < Return to Main Search

Environmental Systems Research Institute, Inc. (ESRI)

URL	Vendor Website	**DIR Contract Number**	DIR-SDD-1078
Vendor ID	1952775732200	**Contract Term End Date**	9/3/2013
HUB Type	Non HUB	**Contract Exp Date**	9/3/2013

Environmental Systems Research Institute, Inc. (ESRI)
Contact Robin Espinosa
Phone (909) 793-2853 ext. 3918
Fax 210-499-4112

DIR
Contact Delia Arellano
Phone (512) 463-2615
Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the Environmental Systems Research Institute, Inc. (ESRI) website or contact Robin Espinosa at (909) 793-2853 ext. 3918.
2. Generate a purchase order, made payable to Environmental Systems Research Institute, Inc. (ESRI). You must reference the DIR Contract Number **DIR-SDD-1078** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

Contract Overview

Get Adobe Reader

Contract: DIR-SDD-1078

Standard Terms and Conditions PDF - 172 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 150 KB | Updated 09/15/2011
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing: Pricing Appendix
Pricing for available products and/or services are limited to those identified in the pricing section of the main contract document listed above.

< No thanks, return to search

Available Brands

There are no brands associated with this contract

Available Products & Services

DBITS - Application Development

Additional Contract Information

Appendix C, Statement of Work (78 KB)
Amendment 1 (161 KB)

Reseller Vendor Contacts

There are no resellers associated with this contract

Dept. of Information Resources
300 W. 15th St. Ste. 1300
Austin, TX 78701 MAP
(512) 475-4700

© Department of Information Resources 2010

Consent # 11/8/11

Vendor Contract Information

Proposal Documents | Back

Vendor: Casco Industries, Inc.
Address: 607 West 62 Street
Shreveport, LA 71106
Phone: (800) 551-8787
Contact: David Stewart
Email: david@cascoindustries.com
Federal ID: 72-0698936
Accepts RFQs: Yes
Contract: Public Safety & Fire House Supplies & Equipment #363-10
Effective Date: 4/1/2011
Expiration Date: 3/31/2014
Payment Terms: Net 30 days
Delivery Days: 60
Shipping Terms: Free Freight
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number:
363-10
Regions Served: All Texas Regions
States Served: Arkansas, Colorado, Kansas, Louisiana, Missouri, New Mexico, Oklahoma, Texas
Return Policy: RGA required.

[Log Out]

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Vendor Contract Information

Proposal Documents | Back

Vendor: Miller Uniforms & Emblems Inc.
Address: 650 Canion Street
Austin, TX 78759
Phone: (512) 302-5541
Contact: Bob Miller
Email: Bobmiller@milleruniforms.Com
Federal ID: 74-2493737
Accepts RFQs: Yes
Contract: Public Safety & Fire House Supplies & Equipment #363-10
Effective Date: 4/1/2011
Expiration Date: 3/31/2014
Payment Terms: Net 30 days
Delivery Days: 60
Shipping Terms: Freight prepaid by vendor and added to invoice
Freight Terms: FOB Shipping Point
Ship Via: Common Carrier
Quote Reference Number:
011211
Regions Served: All Texas Regions
States Served: Texas
Vendor Exceptions: Freight will be prepaid and added to invoice.
Return Policy: None

[Log Out]

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ALL RIGHTS RESERVED

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
	Auto Supply Burton	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
11/8/2011	***Casco Industries, Inc.***	**Public Safety & Fire House Supplies & Equipment**	**363-10**	**4/1/2011-3/31/2014**
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
11/01/2011	EKA	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	06/01/2011-05/31/2014
9/27/2011	Facility Solutions Group	Energy Saving Lighting Products	368-10	4/1/2011-3/31/2014
10/25/2011	Facility Solutions Group	Outdoor Street Lighting	382-11	9/1/2011-8/31/2014
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	340-10	6/1/2010-5/31/2013

		Rental		
	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 **11/08/2011**	Melhart Music Center ***Miller Uniforms & Emblems Inc.***	Audio Visual Equipment & Supplies **Public Safety & Fire House Supplies & Equipment**	313-09 **363-10**	5/1/2009 – 4/30/2012 **01/01/2011 – 03/31/2014**
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
10/25/2011	Vermeer Texas-Louisiana, Inc.	Construction Equipment, Road & Bridge, Ditching, Trenching & Utility Equipment	345-10	10/1/2010-9/30/2013
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
11/08/2011	***GT Distributors***	**Police Equipment & Accessories**	**680-A1**	**11/01/2011-10/31/2014**
	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
11/1/2011	MMS-Midwest Medical Supply	Hospital Sundries (Disposables) including syringes	475-A1	9/2011-5/2012
	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
****11/8/2011****	**Precision Delta Corp.**	**Police Equipment & Accessories**	**680-A1**	**11/1/2011-10/31/2014**

	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-11/2012
10/25/2011	Prime Source Services	Hospital Sundries (Disposables), Including Syringes	475-A1	9/2011-5/2012
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” Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 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-AN-CTSA-005	7/1/2016
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 ***11/08/2011***	**Environmental Systems Res. Institute**	**Software** **Product and Services**	1637 **1078**	3/3/11-3/3/15 **09/03/2013**
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
	Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140	7/23/2008-11/30/2011
*11/08/2011**	Business Interiors by Staples The Hon Company **Mayline Group**	Special Use Furniture **Special Use Furniture**	6-71111060 **4-71111060**	5/10/2006-2/26/2012 **07/02/2004-05/31/2012**
	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
10/25/2011	Gateway Printing & Office Supply, Inc.	Special Use Furniture	6-71111060-11	5/10/2006-2/26/2012
	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
10/25/2011	Jones & Cook Stationers	Special Use Furniture	6-71111060-11	5/10/2006-2/26/2012
	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 Metroplex	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
**111/2011	RSC	Hardware Equipment Rental	9-51v010	10/20/2008-08/29/2012
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 Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/5/2011 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

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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
10/18/2011	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J GS-35F-4342D	
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
10/25/2011	The Play Well Group	Parks and Recreation Equipment	PR11-10	11/1/2010-10/31/2012
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-29428 **9. L.**

CC CONSENT

Meeting Date: 11/08/2011

Submitted For: Martha L. Salazar Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for Comdata Corporation/Transmontainge Product Services, Inc. to add additional fuel card(s) and/or driver(s) for the following departments:

1. Elections Department

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-414-00-130-001-0-626

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

BUDGETARY IMPACT:

$2,039.53 available funds as of 11/04/2011.

Attachments

fuel card request

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/04/2011 12:57 PM
Budget & Management	Merlen P. Munoz	11/04/2011 01:26 PM
Rosalinda Cantu	Rosie Cantu	11/04/2011 01:43 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Nielda Cavazos Started On: 11/02/2011 09:04 AM

Final Approval Date: 11/04/2011

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☒ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: Elections
Billing Address: 101 South 10th Ave., Edinburg, TX 78539
Fuel Card Manager: Belinda Sagredo
This person can not have use of the fuel card
Phone Number: 956-318-2570 **County Email:**
Web user Name: **Password:**
Hidalgo Co Acct Number:
Requested By: Yvonne Ramón
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On:
Reviewed by Fuel Card Administrator:
Cards Received by Dept on: Date Returned/Cancelled:
Fuel Cards Received by Department:
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	**Asset Number** (N/A = Non-vehicle)	***Purchasing Dept. Use Only*** **Card Number**
111 8694	Ford Expedition	1FMJU1F53BEF31356	546011	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	***DBM Use Only*** **License Verification**	***Purchasing Dept. Use Only*** **Training Date & Signed Fuel Policy**