

AI-1162**8.A.****Amendment - City of Elsa
CC REGULAR**

Date: 11/21/2006
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Approval of a Budget and Program Amendment for the City of Elsa using Urban County Program Year 14 (2001), Year 15 (2002), Year 16 (2003), Year 17 (2004) and Year 18 (2005) Water / Sewer Improvements.

BACKGROUND

The City of Elsa is requesting approval of the Budget / Program Amendment using Urban County Program Year 14 (2001), Year 15 (2002), Year 16 (2003), Year 17 (2004) and Year 18 (2005) for the upgrades at the Water Treatment Plant and Wastewater Plant to comply with TCEQ Requirements. A public hearing was held on October 24, 2006 at 7:00 p.m. and citizen participation requirements have been met. See attached detailed amendment.

Year 14 (2001):	Increased	Water / Sewer Improvements	+\$23,258.89
	Decreased	Sidewalks	-\$23,258.89

Year 15 (2002): Include the upgrade to the water plant and wastewater treatment plant in the City of Elsa to be in compliance with TCEQ requirements.

Year 16 (2003): Increased Water / Sewer Improvements +\$ 17,684.25
Delete Acquisition of Real Property -\$ 14,991.85
Decreased Street Improvement -\$ 2,692.40

Year 17 (2004): Increased Water / Sewer Improvements +\$ 58,000.00
Deleted Sidewalks -\$ 15,000.00
Deleted Public Services -\$ 3,000.00
Deleted Rehab; Single Unit Residential -\$ 40,000.00

Year 18 (2005): Created Water / Sewer Improvements +\$351,222.68
Deleted Public Facilities -\$200,000.00
Deleted Parks, Recreational Facilities -\$116,126.00
Decreased Fire Station, Equipment -\$ 858.54
Deleted Unprogrammed Funds -\$ 34,238.14

Revenue & Expenditures

Attachments

Link: [Amendment - City of Elsa \(Water & Sewer\)](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/14/2006 02:21 PM	APRV
2	Sergio Cruz	Sergio Cruz	11/14/2006 02:37 PM	APRV
3	Purchasing Department	Marty Salazar	11/14/2006 04:20 PM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 08:54 AM	APRV
5	Agenda Coordinator	Monica Badillo	11/17/2006 01:42 PM	APRV

Form Started By: Estella Webber

Started On: 11/14/2006 10:42
AM

Final Approval Date: 11/17/2006

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. _____

Date: November 13, 2006

Meeting Date Request: November 21, 2006

Deadline for Action: November 21, 2006

Contact Person: Diana R. Serna

Department: Urban County Program

Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, Urban County Director



Caption:

Approval of a Budget and Program Amendment for the City of Elsa using Urban County Program Year 14 (2001), Year 15 (2002), Year 16 (2003), Year 17 (2004) and Year 18 (2005) Water / Sewer Improvements.

Background:

The City of Elsa is requesting approval of the Budget / Program Amendment using Urban County Program Year 14 (2001), Year 15 (2002), Year 16 (2003), Year 17 (2004) and Year 18 (2005) for the upgrades at the Water Treatment Plant and Wastewater Plant to comply with TCEQ Requirements. A public hearing was held on October 24, 2006 at 7:00 p.m. and citizen participation requirements have been met. See attached detailed amendment.

Year 14 (2001):	Increased	Water / Sewer Improvements	+\$23,258.89
	Decreased	Sidewalks	-\$23,258.89

Year 15 (2002): Include the upgrade to the water plant and wastewater treatment plant in the City of Elsa to be in compliance with TCEQ requirements.

Year 16 (2003):	Increased	Water / Sewer Improvements	+\$ 17,684.25
	Delete	Acquisition of Real Property	-\$ 14,991.85
	Decreased	Street Improvement	-\$ 2,692.40

Year 17 (2004):	Increased	Water / Sewer Improvements	+\$ 58,000.00
	Deleted	Sidewalks	-\$ 15,000.00
	Deleted	Public Services	-\$ 3,000.00
	Deleted	Rehab; Single Unit Residential	-\$ 40,000.00

Year 18 (2005):	Created	Water / Sewer Improvements	+\$351,222.68
	Deleted	Public Facilities	-\$200,000.00
	Deleted	Parks, Recreational Facilities	-\$116,126.00
	Decreased	Fire Station, Equipment	-\$ 858.54
	Deleted	Unprogrammed Funds	-\$ 34,238.14

Approval of the Program Amendment is recommended.

CDBG Manager  Deputy Dir. _____ Finance 

Please initial for approval: Legal Counsel _____ Budget _____ Human Resources _____

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

Comments:

Action taken by Commissioner's Court:

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

<u>Existing Budget</u>	<u>Urban County Year 17 (2004)</u>	<u>Proposed Budget</u>
\$147,625.42	Water/Sewer Improvements(+58,000.00)	\$205,625.42
\$ 4,481.93	Street Improvements	\$ 4,481.93
\$ 15,000.00	Sidewalks (-\$15,000.00)	\$ 0.00
\$ 47,000.00	Fire Station/Equipment	\$ 47,000.00
\$ 3,000.00	Public Services (-\$3,000.00)	\$ 0.00
\$ 4,368.08	Senior Services	\$ 4,368.08
\$ 28,610.26	Youth Services	\$ 28,610.26
\$ 5,000.00	Abused & Neglected Children	\$ 5,000.00
\$ 40,000.00	Rehab;Single Unit Residential (-\$40,000.00)	\$ 0.00
\$ 717.66	General Administration	\$ 717.66
<u>\$437,786.00</u>		<u>\$437,786.00</u>

The proposed Amendment will **delete** the Public Services line item in the amount of \$3,000.00 and **allocate** funds into the water/sewer improvement line item for upgrades at the water treatment plant and sewer plant in the City of Elsa to be in compliance with TCEQ requirements.

The proposed Amendment will **delete** the Sidewalks line item in the amount of \$15,000.00 and **allocate** funds into the water/sewer improvements line item for upgrades at the water treatment plant and sewer plant in the City of Elsa to be in compliance with TCEQ requirements.

The proposed Amendment will **delete** the Rehab;Single Unit Residential line item in the amount of \$40,000.00 and **allocate** funds into the water/sewer improvement line item for upgrades at the water treatment plant and sewer plant in the City of Elsa to be in compliance with TCEQ requirements.

<u>Existing Budget</u>	<u>Urban County Year 18 (2005)</u>	<u>Proposed Budget</u>
\$ 0.00	Water/Sewer Improvements (+\$351,222.68)	\$351,222.68
\$200,000.00	Public Facilities (-\$200,000.00)	\$ 0.00
\$116,126.00	Parks, Recreational Facilities (-\$116,126.00)	\$ 0.00
\$ 45,000.00	Fire Station/Equipment (-\$858.54)	\$ 44,141.46
\$ 5,000.00	Public Services	\$ 5,000.00
\$ 5,000.00	Senior Services	\$ 5,000.00
\$ 30,000.00	Youth Services	\$ 30,000.00
\$ 5,000.00	Abused & Neglected Children	\$ 5,000.00
\$ 34,238.14	Unprogrammed Funds (-\$34,238.14)	\$ 0.00
<u>\$440,364.14</u>		<u>\$440,364.14</u>

The proposed Amendment will **create** a water/sewer improvement line item in the amount of \$351,222.68 for upgrades at the water treatment plant and sewer plant in the City of Elsa to be in compliance with TCEQ requirements.

The proposed Amendment will **delete** the Public Facilities line item in the amount of \$200,000.00 and **allocate** funds into the water/sewer improvement line item.

The proposed Amendment will **delete** the Unprogrammed Funds line item in the amount of \$34,238.14 and **allocate** funds into the water/sewer improvement line item.

The proposed Amendment will reduce the Fire Station / Equipment line item in the amount of \$858.54 and allocate funds into water / sewer improvements.

The proposed Amendment will **delete** the Parks, Recreational Facilities line item in the amount of \$116,126.00 and transfer to water/sewer improvements for the upgrades at the water treatment plant and sewer plant in the City of Elsa to be in compliance with TCEQ requirements.

Existing Budget	Urban County Year 14 (2001)	Proposed Budget
\$237,655.46	Water/Sewer Improvements (+\$23,258.89)	\$260,914.35
\$ 82,076.35	Street Improvements	\$ 82,076.35
\$ 75,397.69	Sidewalks (-\$23,258.89)	\$ 52,138.80
\$ 40,000.00	Fire Station/Equipment	\$ 40,000.00
\$ 5,000.00	Public Services	\$ 5,000.00
\$ 5,000.00	Senior Services	\$ 5,000.00
\$ 25,000.00	Youth Services	\$ 25,000.00
\$ 570.50	General Administration	\$ 570.50
\$470,700.00		\$470,700.00

The proposed amendment will reduce the sidewalks line item in the amount of \$23,258.89, and **allocate** funds into the water/sewer improvement line item for upgrades at the water treatment plant and sewer plant in the City of Elsa to be in compliance with TCEQ requirements.

Existing Budget	Urban County Year 15 (2002)	Proposed Budget
\$326,811.57	Water/Sewer Improvements	\$326,811.57
\$ 10,000.00	Street Improvements	\$ 10,000.00
\$ 66,391.75	Sidewalks	\$ 66,391.75
\$ 41,721.43	Fire Station/Equipment	\$ 41,721.43
\$ 5,000.00	Senior Services	\$ 5,000.00
\$ 10,000.00	Youth Services	\$ 10,000.00
\$ 5,000.00	Abused & Neglected Children	\$ 5,000.00
\$ 362.25	General Administration	\$ 362.25
\$465,287.00		\$465,287.00

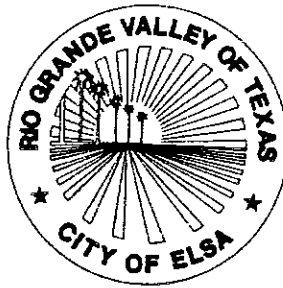
The proposed amendment to the water / sewer improvements line item will include upgrades at the water treatment plant and sewer plant in the City of Elsa to be in compliance with TCEQ requirements.

Existing Budget	Urban County Year 16 (2003)	Proposed Budget
\$ 14,991.85	Acquisition of Real Property (-\$14,991.85)	\$ 0.00
\$168,643.60	Water/Sewer Improvements (+\$17,684.25)	\$186,327.85
\$ 89,525.17	Street Improvements (-\$2,692.40)	\$ 86,832.77
\$ 41,721.43	Fire Station Equipment	\$ 41,721.43
\$ 5,358.48	Public Services	\$ 5,358.48
\$ 5,000.00	Senior Services	\$ 5,000.00
\$ 28,375.58	Youth Services	\$ 28,375.58
\$ 6,595.00	Health Services	\$ 6,595.00
\$ 5,000.00	Abused & Neglected Children	\$ 5,000.00
\$ 7,092.86	General Administration	\$ 7,092.86
\$465,287.00		\$465,287.00

The proposed Amendment will **delete** the Acquisition of Real Property line item and transfer \$14,991.85 to water / sewer improvements.

The proposed amendment will reduce the street improvements line item and transfer \$2,692.40 to water / sewer improvements.

The proposed amendment will increase the water / sewer improvements line item in the amount of \$17,684.25 for upgrades at the water treatment plant and sewer plant in the City of Elsa to be in compliance with TCEQ requirements.



CITY OF ELSA

November 9, 2006

To Whom It May Concern:

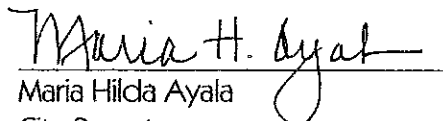
As required, I am sending you a complete and certified excerpt from the minutes of November 1, 2006, a Special Meeting of the City Council of the City of Elsa, 6:00 P.M.

ITEM IV. NEW BUSINESS

ITEM B. CONSIDERATION AND ACTION, IF ANY, ON BUDGET AND PROGRAM AMENDMENT FOR YEAR 14, 15, 16, 17, & 18.

A motion to approve Budget and Program Amendment for Year 14, 15, 16, 17, & 18, was made by Commissioner Cain Caceres, seconded by Commissioner Robert Escobar. Motion carried.

I, Maria Hilda Ayala, City Secretary, certify that this is a complete and correct excerpt of the minutes of November 1, 2006.


Maria Hilda Ayala
City Secretary

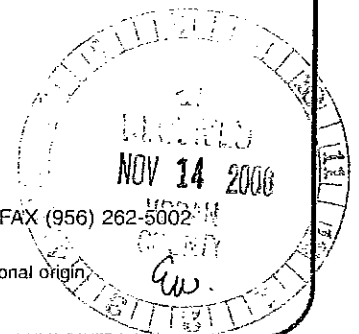
P.O. BOX 427

ELSA, TEXAS 78543

PHONE (956) 262-2127

FAX (956) 262-5002

The City of Elsa is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.



AI-1164

8.B.

**Ferguson Service Contract - City of Edcouch
CC REGULAR**

Date: 11/21/2006
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Approval to award a Construction Contract to Ferguson Service Systems, Inc. for improvements to the Water Treatment Plant, Reyes Street (force main relocation) and Gonzalez and Angelita Street (sanitary sewer improvements) using Urban County Program Year 18 (2005) Precinct No. 1 Water / Sewer Improvements recaptured funds from the City of Edcouch in the amount of \$170,037.00.

BACKGROUND

Pct. #1 requests approval of the lowest sole bid submitted by Ferguson Service Systems, Inc. in conjunction with the 2005 Water/Sewer Improvements Project. The construction consists of improvements to the water plant, Reyes Street will include a force main relocation, Gonzalez and Angelita Street will include sanitary sewer improvements. The Construction Contract shall be in the amount of \$170,037.00. See attached bids received, bid tabulation and recommendation from project engineer and recommendation to approve award from the Precinct.

Contractor: Ferguson Service Systems, Inc.
Contract Amount: \$170,037.00
Funds Available: \$200,000.00 (Year 18 - 2005)

Revenue & Expenditures

Attachments

Link: [Water Sewer Imp. Edcouch](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/16/2006 09:04 AM	APRV
2	Sergio Cruz	Sergio Cruz	11/16/2006 09:07 AM	APRV
3	Purchasing Department	Marty Salazar	11/16/2006 02:09 PM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 08:56 AM	APRV
5	Agenda Coordinator	Monica Badillo	11/17/2006 01:42 PM	APRV

Form Started By: Estella Webber

Started On: 11/14/2006 11:04 AM

Final Approval Date: 11/17/2006



City of Edcouch

RAMIRO SILVA,	Mayor
GUADALUPE MONTELONGO III,	Mayor Pro-Tempore
JUAN RANGEL, JR,	Alderman-Pl.1
ROJELIO GARCIA	Alderman-Pl.3
GUADALUPE O. GARCIA,	Alderman-Pl.4
JESUS M. BORREGO,	Alderman Pl.5
ERNESTO AYALA, JR,	City Administrator

November 08, 2006

To Whom It May Concern:

As required, I am sending you a complete and certified excerpt from the minutes of November 07, 2006, a Public Hearing of the Board of Aldermen of the City of Edcouch, 6:00 P.M.

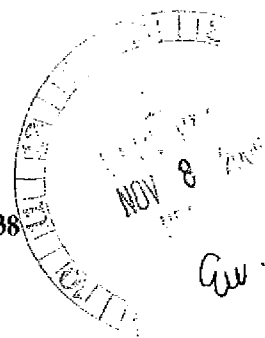
ITEM III. NEW BUSINESS

ITEM B. Consideration and action, if any, on awarding bid to Ferguson Service Systems, Inc. Water/Sewer Improvements – U.C.P. Project No. 5004-20-0310-5000-2000.

A motion to approve Ferguson Service Systems, Inc. for Water/Sewer Improvements was made by Commissioner Guadalupe O. Garcia, seconded Mayor Pro-Tem Guadalupe Montelongo. Motion carried.

I, Veronica Montoya, City Secretary, certify that this is a complete and correct excerpt of the minutes of November 07, 2006.

Veronica Montoya 11/8/06
Veronica Montoya Date
City Secretary



Estella Webber

From: Linda Sandoval [lsandoval@bizrgv.rr.com]
Sent: Wednesday, November 15, 2006 8:27 AM
To: Estella Webber
Subject: FW: Edcouch bids

Estella, this email needs to be attached to the Edcouch agenda. Let me know if you have any questions.

Linda Sandoval
Program Coordinator
Urban County Program
1916 Tesoro Boulevard
Pharr Texas 78577
(956) 787-8127 ext. 111
fax: (956) 787-5291
lsandoval@bizrgv.rr.com

-----Original Message-----

From: Joseph Palacios [mailto:joseph_palacios22@yahoo.com]
Sent: Tuesday, November 14, 2006 5:35 PM
To: Linda Sandoval
Subject: Edcouch bids

Hello Linda.

I did receive the bids for the water / sewer improvements for the City of Edcouch and have reviewed them. We have have no problem with the recommendation that was given by the engineer and agree to proceeding with this request.

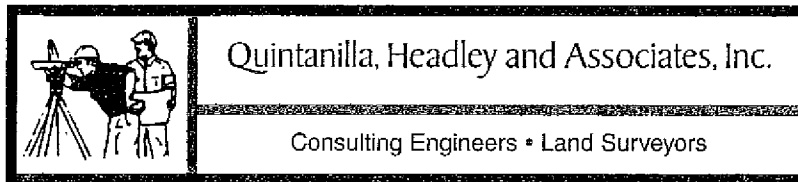
If you have any questions pertaining to this please feel free to contact me.

Thank you for your time and consideration.

Joseph Palacios

11/15/2006

- Municipal Projects
- Subdivisions
- Surveys



Alfonso Quintanilla, P.E., R.P.L.S.
 Jack A. Headley, R.P.L.S.
 Eulalio Ramirez, P.E.

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

October 30, 2006

Hidalgo County Precinct No. 1
 C/O: Urban County Program
 Attn: Linda Sandoval
 1916 Tesoro Blvd.
 Pharr, Texas 78577

Re: City of Edcouch – Water/Sewer Improvements
 Urban County Program Project No. 5004-20-0310-5000-2000

Dear Mrs. Luna:

Bids for the above mentioned project were received and opened on October 25, 2006. One valid bid was received and is listed below:

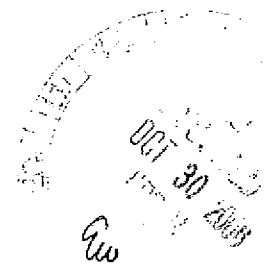
<u>Contractor's Name</u>	<u>Bid Amount</u>
Ferguson Service Systems, Inc.	\$ 170,037.00

We are recommending that this contract be awarded to Ferguson Service Systems, Inc. in the amount of \$ 170,037.00

Should you have any questions or require additional information, please let us know. Thank You.

Sincerely,

Eulalio Ramirez, P.E.
 Project Engineer



Owner: Urban County Program-Precinct No. 1 / City of Edcouch

Project: Water/Sewer Improvements Project

Date: October 25, 2006

				Ferguson Service Systems, Inc.			
Item	Description	Unit	Quantity	Unit Cost	Subtotal	Unit Cost	Subtotal
A.	Reyes Street - Force Main Relocation						
1	6" Force Main (SDR-26)	L.F.	1,500	22.00	33,000.00		-
2	6" P.V.C. 45° Bend	Ea.	6	150.00	900.00		-
3	Tie into Existing Manhole	Ea.	1	750.00	750.00		-
4	Asphalt Repair	S.Y.	50	50.00	2,500.00		-
5	Tie into Existing Force Main	Ea.	1	1,500.00	1,500.00		-
6	6" Plug	Ea.	1	100.00	100.00		-
				Subtotal A"	\$ 38,750.00	Subtotal A:	\$ -
B.	Gonzalez Street & Angelita Street Sanitary Sewer Improvements						
1	8" P.V.C. SDR-26	L.F.	250	35.00	8,750.00		-
2	Tie into Existing Manhole	Ea.	2	750.00	1,500.00		-
3	Asphalt Repair	S.Y.	700	14.00	9,800.00		-
4	Traffic Control	L.S.	1	1,500.00	1,500.00		-
				Subtotal B:	\$ 21,550.00	Subtotal B:	\$ -
C.	Water Treatment Plant						
1	Water Treatment Plant Chlorine Dioxide System	L.S.	1	76,737.00	76,737.00		-
2	Water Treatment Plant Ammonia Feed System	L.S.	1	33,000.00	33,000.00		-
				Subtotal C:	\$ 109,737.00	Subtotal C:	\$ -
				Total Bid:	\$ 170,037.00	Total Bid:	\$ -

Quintanilla, Headley and Associates, Inc.

Consulting Engineers/Land Surveyors

Edinburg, Texas 78539

Phone: (956) 381-6480

Fax: (956) 381-0527

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

BID OPENING DATE: October 25, 2006

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: HIDALGO COUNTY PRECINCT NO 1/CITY OF EDCOUCH - "WATER SEWER IMPROVEMENTS PROJECT"

SEWER IMPROVEMENTS PROJECT NO. 5004-20-0310-5000-2000 (RECAPTURED FUNDS)

BID NO.	BIDDER/COMPANY NAME	REVES STREET - FORCE MAIN RELOCTION	GONZALEZ STREET & ANGELITA STREET SANITARY SEWER IMP	WATER TREATMENT PLANT	TOTAL BID PRICE	BID BOND / CASHIER'S CHECK INCLUDE D
1.	FERGURSON SERVICE SYSTEMS, INC	\$38,750.00	\$21,550.00	\$109,737.00	\$170,037.00	✓
2.						
3.						
4.						
5.						
6.						

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BID FOR UNIT PRICE CONTRACTS

Place Hidalgo County Purchasing Dept.

Date October 25, 2006

Project No. 5004-20-0310-5000-2000

Proposal of Ferguson Service Systems, Inc. (Hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of Texas,* a partnership, or an individual doing business as A CORPORATION

To the Hidalgo County Precinct No. 1 / City of Edcouch (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of "Urban County Program-Precinct #1/City of Edcouch - Water/Sewer Improvements Project"

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construction the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project in 120 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ 250.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 10-20-06

935

A

OCT 25 2006

*insert corporation, partnership or individual as applicable.

13

Bidder agrees to perform all of the "Urban County Program-Precinct #1/City of Edcouch - Water/Sewer Improvements Project" work described in the specifications and shown on the plans, for the following unit prices:

Item No.	Est. Qty.	Unit	Description	Unit Price (Each)	Total
<u>Base Bid</u>					
<u>A. Reves Street - Force Main Relocation</u>					
1.	1,500	L.F.	6" Force Main (SDR-26)	<u>Twenty Two Dollars even</u> (\$ 22. $\frac{00}{100}$) Dollars & Cents	<u>Thirty thousand Dollars even</u> (\$ 33,000 $\frac{00}{100}$) Dollars & Cents
2.	6	Ea.	6" P.V.C. 45° Bend	<u>One hundred Fifty DOLLARS EVEN</u> (\$ 150 $\frac{00}{100}$) Dollars & Cents	<u>Nine hundred DOLLARS EVEN</u> (\$ 900 $\frac{00}{100}$) Dollars & Cents
3.	1	Ea.	Tie Into Existing Manhole	<u>Seven Hundred Fifty DOLLARS EVEN</u> (\$ 750 $\frac{00}{100}$) Dollars & Cents	<u>SEVEN HUNDRED FIFTY DOLLARS EVEN</u> (\$ 750 $\frac{00}{100}$) Dollars & Cents
4.	50	S.Y.	Asphalt Repair	<u>FIFTY DOLLARS EVEN</u> (\$ 50 $\frac{00}{100}$) Dollars & Cents	<u>TWO THOUSAND FIVE HUNDRED DOLLARS EVEN</u> (\$ 2500 $\frac{00}{100}$) Dollars & Cents
5.	1	Ea.	Tie into Existing Force Main	<u>ONE THOUSAND FIVE HUNDRED DOLLARS EVEN</u> (\$ 1500 $\frac{00}{100}$) Dollars & Cents	<u>ONE THOUSAND FIVE HUNDRED DOLLARS EVEN</u> (\$ 1500 $\frac{00}{100}$) Dollars & Cents
6.	1	Ea.	6" Plug	<u>ONE HUNDRED DOLLARS EVEN</u> (\$ 100 $\frac{00}{100}$) Dollars & Cents	<u>ONE HUNDRED DOLLARS EVEN</u> (\$ 100 $\frac{00}{100}$) Dollars & Cents
					Subtotal A: <u>38,750 $\frac{00}{100}$</u>
<u>B. Gonzalez Street & Angelita Street Sanitary Sewer Improvements</u>					
1.	150	L.F.	8" P.V.C. SDR-26	<u>THIRTY FIVE DOLLARS EVEN</u> (\$ 35 $\frac{00}{100}$) Dollars & Cents	<u>EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS EVEN</u> (\$ 8750 $\frac{00}{100}$) Dollars & Cents
2.	2	Ea.	Tie into Existing Manhole	<u>SEVEN HUNDRED FIFTY DOLLARS EVEN</u> (\$ 750 $\frac{00}{100}$) Dollars & Cents	<u>ONE THOUSAND FIVE HUNDRED DOLLARS EVEN</u> (\$ 1500 $\frac{00}{100}$) Dollars & Cents

3 700 S.Y Asphalt Repair

FOURTEEN DOLLARS
EVEN
(\$ 14 ⁰⁰/₁₀₀)
Dollars & Cents

NINE THOUSAND EIGHT
HUNDRED DOLLARS EVEN
(\$ 9800 ⁰⁰/₁₀₀)
Dollars & Cents

4 1 L.S Traffic Control

ONE THOUSAND FIVE
HUNDRED DOLLARS EVEN
(\$ 1500 ⁰⁰/₁₀₀)
Dollars & Cents

ONE THOUSAND FIVE
HUNDRED DOLLARS EVEN
(\$ 1500 ⁰⁰/₁₀₀)
Dollars & Cents

Subtotal B: \$ 21,550 ⁰⁰/₁₀₀

C. Water Treatment Plant

1. 1 L.S. Water Treatment Plant
Chlorine Dioxide System

SEVENTY SIX THOUSAND
SEVEN HUNDRED THIRTY
SEVEN DOLLARS (\$ 76,737 ⁰⁰/₁₀₀)
Dollars & Cents

SEVENTY SIX THOUSAND
SEVEN HUNDRED THIRTY
SEVEN DOLLARS (\$ 76,737 ⁰⁰/₁₀₀)
Dollars & Cents

2. 1 L.S. Water Treatment Plant
Ammonia Feed System

THIRTY THREE THOUSAND
DOLLARS EVEN
(\$ 33,000 ⁰⁰/₁₀₀)
Dollars & Cents

THIRTY THREE THOUSAND
DOLLARS EVEN
(\$ 33,000 ⁰⁰/₁₀₀)
Dollars & Cents

Subtotal C: \$ 109,737 ⁰⁰/₁₀₀

Total Base Bid: \$ 170,037 ⁰⁰/₁₀₀

9:35 A
OCT 25 2006

170
Total in Words

(Amounts are to be shown in both words and figures. In case of Discrepancy, the amount shown in words will govern.)

The above unit prices include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids to waive any informalities in the bidding.

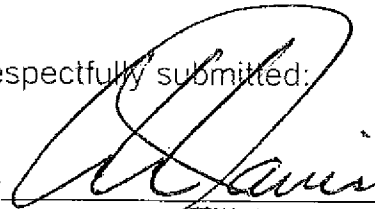
The bidder agrees that this bid shall be good and may not be withdrawn for an period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached with 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of Five Percent of the Highest Amount Bid

(\$ 5%) is to become property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By


(Title)
PRESIDENT

(SEAL - if bid is by a corporation)

(Business Address and Zip Code)

FERGUSON SERVICE SYSTEMS, INC
P.O. 1540
CONROE, TX 77305

AI-1165

8.C.

**Amendment - City of Donna
CC REGULAR**

Date: 11/21/2006
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

The City of Donna is requesting approval of a Budget & Program Amendment for Fiscal Years 14, 17 & 18 (2001, 2004 & 2005) of Urban County Program Funds.

BACKGROUND

The Budget & Program Amendment for Year 14 (2001) was to include the water/sewer improvements line time description for the installation of upgraded sewer lines to the FM 493 and 18th Street project. The Year 17 (2004) included the surplus funds in the Parks, Rec. Facility, the Year 18 (2005) surplus funds from the Street Improvements and Clearance & Demolition line items were transferred into the water/sewer improvements line item for the installation of upgraded sewer lines to the FM 493 and 18th Street Project. Public hearing was held on November 7, 2006 during a city council meeting and thereafter the Budget & Program Amendment was approved. (See attached B&P Amendment Public Notice)

Revenue & Expenditures

Attachments

Link: [Amendment-City of Donna](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/14/2006 05:19 PM	APRV
2	Sergio Cruz	Sergio Cruz	11/15/2006 10:57 AM	APRV
3	Purchasing Department	Marty Salazar	11/15/2006 11:37 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 09:01 AM	APRV
5	Agenda Coordinator	Monica Badillo	11/17/2006 01:42 PM	APRV

Form Started By: Estella Webber
Started On: 11/14/2006 11:08 AM

Final Approval Date: 11/17/2006

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. _____.

Date: November 13, 2006 Meeting Date Request: November 21, 2006.

Deadline for Action: November 21, 2006 Contact Person: Diana R. Serna.

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291.

Diana R. Serna, UCP Director _____.

Caption:

The City of Donna is requesting approval of a Budget & Program Amendment for Fiscal Years 14, 17 & 18 (2001, 2004 & 2005) of Urban County Program Funds.

Background:

The Budget & Program Amendment for Year 14 (2001) was to include the water/sewer improvements line time description for the installation of upgraded sewer lines to the FM 493 and 18th Street project. The Year 17 (2004) included the surplus funds in the Parks, Rec. Facility, the Year 18 (2005) surplus funds from the Street Improvements and Clearance & Demolition line items were transferred into the water/sewer improvements line item for the installation of upgraded sewer lines to the FM 493 and 18th Street Project. Public hearing was held on November 7, 2006 during a city council meeting and thereafter the Budget & Program Amendment was approved. (See attached B&P Amendment Public Notice)

Deputy Director: _____ Manager: AS Finance: FMM

Please initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____

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

Comments:

Action taken by Commissioner's Court:

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



Memo

To: Antonio Barco, CDBG Manager

From: P.R. Avila II, City Manager *PR*

Date: November 8, 2006

Re: Agenda Item

The City of Donna is requesting an agenda item on Hidalgo County Commissioners Court regarding the approved Budget and Program Amendment. The City Council met at 5:30 pm on November 7, 2006 and at 6:00 pm a Public Hearing was conducted and thereafter Budget and Program Amendment was approved. Should you have any questions, please contact me at (956) 464-3314.



STATE OF TEXAS

CERTIFICATION OF COPY
OF PUBLIC RECORD

CITY OF DONNA

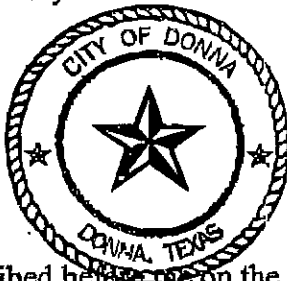
Before me, the undersigned authority, personally appeared Martha Alvarado, who, being by me duly sworn deposed as follows:

My name is Martha Alvarado. I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated.

I am a custodian of the records of the City of Donna, Hidalgo County, Texas. Attached hereto is a copy of the minutes of the Donna City Council Regular Meeting held on November 7, 2006. Said minutes will be presented for approval at the Donna City Council Regular Meeting of November 21, 2006.

I further certify, in the performance of the functions of my office that said minutes are an official record from the public office of the City Secretary, City of Donna, Hidalgo County, Texas, and are public records, which are kept in said office and appear of record in said office.

In witness whereof, I have hereunto set my hand and affixed the official seal of said office this the 8th day of November 2006.

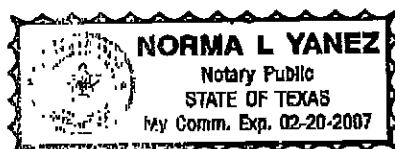


Martha Alvarado
Martha Alvarado
City Secretary

Sworn to and subscribed before me on the 8th day of November 2006.

Norma L. Yanez
Notary Public, State of Texas

My Commission Expires: 02-20-2007



8 2006
Av.

PUBLIC HEARING NOTICE
CITY OF DONNA
URBAN COUNTY PROGRAM

Published On: November 3, 2006

PROGRAM AND BUDGET AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the City of Donna will conduct a Public Hearing to solicit input from interested parties on the City's proposed budget and program amendments to its Urban County program, **Years 14, 17 & 18 (2001, 2004 & 2005).**

The Public Hearing will be held on , **November 7, 2006** at **6:00 P.M.** at the **Donna** City Hall, **307 S. 12th Street ., Donna, TX. 78537.**

<u>Existing</u>	<u>Year 14 (2001) Activities</u>	<u>Proposed</u>
\$ 64,696.00	Youth Centers	\$ 64,696.00
\$143,098.61	Parks, Recreational Facility	\$ 143,098.61
\$162,322.08	* **Water / Sewer Improvement	\$ 162,322.08
\$173,785.55	Street Improvements	\$173,785.55
\$ 37,635.00	Fire Station Equipment	\$ 37,635.00
\$ 11,225.00	Clearance & Demolition	\$ 11,225.00
\$ 16,000.00	Public Services	\$ 16,000.00
\$ 10,000.00	Senior Services	\$ 10,000.00
\$ 1,710.00	Handicapped Services	\$ 1,710.00
\$ 30,000.00	Youth Services	\$ 30,000.00
\$ 20,000.00	Transportation Services	\$ 20,000.00
\$ 14,579.52	Battered & Abused Spouses	\$ 14,579.52
\$ 5,449.24	Health Services	\$ 5,449.24
\$ 14,500.00	Code Enforcement	\$ 14,500.00
\$ 22,645.00	General Administration	\$ 22,645.00
\$727,646.00	Total	\$727,646.00

The proposed is a **program amendment** to include the 2005 Water/Sewer Improvements project and allow for the surplus funds to be utilized to complete the installation of upgraded sewer lines to Fm 493 and 18th Street.. The amount of \$53,322.08 was previously allocated as matching funds for the city to utilize in conjunction with Texas Water Development Board for the construction the waste-water treatment plant to be completed in phases. This project will be completed with other funding sources including city general funds to take the place of the UCP funds.

<u>Existing</u>	<u>Year 17 (2004) Activities</u>	<u>Proposed</u>
\$134,897.00	Parks, Recreational Facility (-\$52,052.93)	\$ 82,844.07
\$214,984.68	Street Improvements	\$214,984.68
\$ 42,988.49	Fire Station Equipment	\$ 42,988.49
\$ 10,000.00	Public Services	\$ 10,000.00
\$ 10,000.00	Youth Services	\$ 10,000.00
\$ 18,695.24	Code Enforcement	\$ 18,695.24
\$ 6,220.59	General Administration	\$ 6,220.59
\$ 0.00	Water/Sewer Improvements (+\$52,052.93)	\$ 52,052.93
\$437,786.00	Total	\$437,786.00

The proposed amendment will **CREATE** a new Water & Sewer line item for the continuation of waterline project in the 2005 workplan, and it will **DECREASE** the Parks, Recreational Facility line item and will eliminate the construction of the bathroom facilities which will be completed by the city, and a baseball field, which has already been completed by the city utilizing city funds.

<u>Existing</u>	<u>Year 18 (2005) Activities</u>	<u>Proposed</u>
\$133,420.14	Water/Sewer Improvements (+\$5,350.32)	\$138,770.46
\$218,000.00	Street Improvements (-\$171.32)	\$217,828.68 ✓
\$ 15,529.00	Clearance & Demolition (-\$5,179.00)	\$ 10,350.00
\$ 10,000.00	Public Services	\$ 10,000.00
\$ 10,000.00	Youth Services	\$ 10,000.00
\$ 17,380.60	Code Enforcement	\$ 17,380.60
\$ 1,796.26	General Administration	\$ 1,796.26
\$406,126.00	Total	\$406,126.00

The proposed amendment will **INCREASE** the Water/Sewer Improvements line item for the continuation of waterline project in the 2005 workplan, and **DECREASE** the Street Improvements- all projects have been completed (-171.32). **DECREASE** the Clearance & Demolition line item a surplus of funds (-5,179.00).

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 464-3314. Written comments may be forwarded to:

Mayor Ricardo L. Morales

City of Donna

307 S. 12TH Street

Donna, TX. 78537

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. _____.

Date: November 13, 2006 Meeting Date Request: November 21, 2006

Deadline for Action: November 21, 2006 Contact Person: Diana R. Serna

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director _____.

Caption:

Hidalgo County Precinct No. 1 for (Donna) is requesting approval of purchase a Vector Control devise from Public Health Equipment in the amount of \$10,995.00 utilizing FY 19 (2006) UCP funds.

Background:

The City of Donna is requested approval to purchase the vector control devise from Precinct No. 1 forfeited funds. Three quotes were obtained of which Public Health Equipment was the lowest. City of Donna council took action on November 2, 2006. See attached Letter of recommendation to purchase.

Vendor: Public Health Equipment

Purchase amount: \$ 10,995.00

Funds Available: \$ 12,000.00

Deputy Director: _____ Manager: ASD Finance: FMM

Please initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____

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

Comments:

Action taken by Commissioner's Court:

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

COUNTY OF HIDALGO URBAN COUNTY PROGRAM

MEMORANDUM

TO: Mr. Joseph Palacios
Hidalgo County Precinct No. 1

FROM: Lupita V. Garcia, UCP Coordinator-Donna 

DATE: November 8, 2006

RE: City of Donna-Request for approval to purchase

Mr. Palacios:

The city of Donna has forfeited funds from Fiscal Year 19 (2006) that were allocated under Health Services in the amount of \$12,000.00. These funds were allocated for the purchase of a Vector Control Device. The purchasing procurement has been completed and they have submitted a letter to the Precinct requesting approval to purchase. A copy of said letter is attached for your review. Please advise me if the Precinct will approve the purchase, if so; please provide me a request for agenda item in writing as soon as possible. The City has requested that we submit this item to Hidalgo County Commissioner's Court for the next available meeting set for November 21, 2006. Be advised that our deadline to submit said agenda request is Monday, November 13, 2006 at 12:00 noon, so time is of the essence.

Please forward your response no later than Thursday at 12:00 noon so that I may be able to process their request on a timely manner. Should you have any questions please advice me at your convenience. Gvg.

AOC:  Miguel E. Mesa, Deputy Director

CC: P.R. Avila, City Manager - Donna

URBAN COUNTY PROGRAM COUNTY OF HIDALGO

Price Quotations

VENDOR #1

Name: Quantum Unlimited Products Inc. Person Contacted: G. Simone Phone: 501-520-4270

Item#	Quantity	Description	Amount
	1	U2V Grizzly / Smart Flow	12,100. ⁰⁰
		w/ Radar	

VENDOR #2

Name: Public Health Equipment Person Contacted: G. Reeves Phone: 210-532-3846

Item#	Quantity	Description	Amount
	1	U2V Grizzly w/ Smart Flow / w/ Radar	10,995. ⁰⁰

VENDOR #3

Name: NMF Strickhouser Person Contacted: J. Strickhouser Phone: 704-333-2523

Item#	Quantity	Description	Amount
		U2V Grizzly w/ smart flow / radar	11,495. ⁰⁰

Recommendation: Vendor #2

Requested by: Juan Gonzalez
Date

Approved by: [Signature]

11/9/06
Date

City of Donna

The Heart of the Valley

October 13, 2006

Sylvia S. Handy, Commissioner Precinct 1
Hidalgo County
1902 Joe Stephens Ave.
Weslaco, TX 78596

Dear Commissioner Handy,

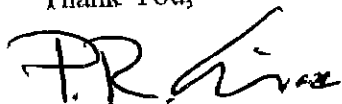
The City of Donna is ready to order a "Mosquito Sprayer" using Urban County Year 19 funds. In the City's CDBG year 19 work plan, we have allocated \$12,000.00 for Health Services (Vector Control). Our City CDBG coordinator has 3 quotes ready (Attached) for the purchase of the Mosquito sprayer and is ready for a purchase order number. Please advise us on who at your office will be our CDBG coordinator or if we should continue to coordinate with our current Urban County coordinator.

In order for the City of Donna to purchase our Mosquito Sprayer, we will need your office to send a memo to request a purchase order from Urban County for the lowest bidder. The bids are as follows:

- WM F Strickhouser: \$11,495.00
- **PH Public Health Equipment & Supply: \$10,995.00 (lowest bidder)**
- Quality Unlimited Products, Inc.: \$12,100.00

Again, I would like to thank you and your staff for all your support and assistance. If you need further information or have any questions, please call me at 956-464-3314 or on my cell phone.

Thank You,



P.R. Avila II
City Manager

CC: Joseph Palacios, Pct. 1

**MAIN OFFICE**

P.O. Box 10468
San Antonio, TX 78210
210-532-3646

1-800-284-0106 FAX 210-532-9703

Fort Worth
817-233-6000 FAX 817-568-6881

Web Site: www.PHESCO.com
E-Mail phesco@phesco.com

City of Donna
307 S. 12th St.
Donna, Tx. 78537
Juan Gonzalez

September 1, 2006

Juan,

Thank you for your continued interest in our professional mosquito control products. Per our conversation yesterday, the current price on the Grizzly ULV aerosol generator (18hp) with Smartflow and radar flow control is currently \$10995.00 delivered and includes a 3 year limited warranty and on site training.

Please call me when you have questions.

Best regards,


Charlie Reeves, President

AI-1166

8.D.

**Public Health Equip. - Donna
CC REGULAR**

Date: 11/21/2006
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Hidalgo County Precinct No. 1 for (Donna) is requesting approval of purchase of a Vector Control devise from Public Health Equipment in the amount of \$10,995.00 utilizing FY19 (2006) UCP funds.

BACKGROUND

The City of Donna requested approval to purchase the vector control devise from Precinct No. 1 forfeited funds. Three quotes were obtained of which Public Health Equipment was the lowest. City of Donna council took action on November 2, 2006. See attached Letter of recommendation to purchase.

Vendor: Public Health Equipment

Purchase amount: \$ 10,995.00

Funds Available: \$ 12,000.00

Revenue & Expenditures

Attachments

Link: [City of Donna - Vector Control devise](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/14/2006 05:23 PM	APRV
2	Sergio Cruz	Sergio Cruz	11/15/2006 10:58 AM	APRV
3	Purchasing Department	Marty Salazar	11/15/2006 11:37 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 09:02 AM	APRV
5	Agenda Coordinator	Monica Badillo	11/17/2006 01:42 PM	APRV

Form Started By: Estella Webber

Started On: 11/14/2006 11:12 AM

Final Approval Date: 11/17/2006

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. _____.

Date: November 13, 2006 Meeting Date Request: November 21, 2006.

Deadline for Action: November 21, 2006 Contact Person: Diana R. Serna.

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291.

Diana R. Serna, UCP Director 

Caption:

Hidalgo County Precinct No. 1 for (Donna) is requesting approval of purchase a Vector Control devise from Public Health Equipment in the amount of \$10,995.00 utilizing FY 19 (2006) UCP funds.

Background:

The City of Donna is requested approval to purchase the vector control devise from Precinct No. 1 forfeited funds. Three quotes were obtained of which Public Health Equipment was the lowest. City of Donna council took action on November 2, 2006. See attached Letter of recommendation to purchase.

Vendor: Public Health Equipment

Purchase amount: \$ 10,995.00

Funds Available: \$ 12,000.00

Deputy Director: _____ Manager:  Finance: 

Please initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____

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

Comments:

Action taken by Commissioner's Court:

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

COUNTY OF HIDALGO URBAN COUNTY PROGRAM

MEMORANDUM

TO: Mr. Joseph Palacios
Hidalgo County Precinct No. 1

FROM: Lupita V. Garcia, UCP Coordinator-Donna 

DATE: November 8, 2006

RE: City of Donna-Request for approval to purchase

Mr. Palacios:

The city of Donna has forfeited funds from Fiscal Year 19 (2006) that were allocated under Health Services in the amount of \$12,000.00. These funds were allocated for the purchase of a Vector Control Device. The purchasing procurement has been completed and they have submitted a letter to the Precinct requesting approval to purchase. A copy of said letter is attached for your review. Please advise me if the Precinct will approve the purchase, if so; please provide me a request for agenda item in writing as soon as possible. The City has requested that we submit this item to Hidalgo County Commissioner's Court for the next available meeting set for November 21, 2006. Be advised that our deadline to submit said agenda request is Monday, November 13, 2006 at 12:00 noon, so time is of the essence.

Please forward your response no later than Thursday at 12:00 noon so that I may be able to process their request on a timely manner. Should you have any questions please advice me at your convenience. Gvg.

AOC:  Miguel E. Mesa, Deputy Director

CC: P.R. Avila, City Manager - Donna

URBAN COUNTY PROGRAM COUNTY OF HIDALGO

Price Quotations

VENDOR #1

Name: Quant by Unlimited Products Inc. Person Contacted: G. Simone Phone: 501-520-4270

Item#	Quantity	Description	Amount
	1	U2V Grizzly / Smart Flow	12,100. ⁰⁰
		w/ Radar	

VENDOR #2

Name: Public Health Equipment Person Contacted: G. Reeves Phone: 210-532-3846

Item#	Quantity	Description	Amount
	1	U2V Grizzly w/ Smart Flow / w/ Radar	10,995. ⁰⁰

VENDOR #3

Name: NMF Strickhouser Person Contacted: J. Strickhouser Phone: 704-333-2523

Item#	Quantity	Description	Amount
		U2V Grizzly w/ smart flow / radar	11,495. ⁰⁰

Recommendation: Vendor #2

Requested by: Juan Gonzalez
Date

Approved by: [Signature]

11/9/06
Date

City of Donna

The Heart of the Valley

October 13, 2006

Sylvia S. Handy, Commissioner Precinct 1
Hidalgo County
1902 Joe Stephens Ave.
Weslaco, TX 78596

Dear Commissioner Handy,

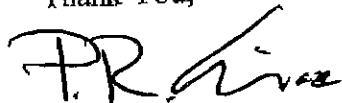
The City of Donna is ready to order a "Mosquito Sprayer" using Urban County Year 19 funds. In the City's CDBG year 19 work plan, we have allocated \$12,000.00 for Health Services (Vector Control). Our City CDBG coordinator has 3 quotes ready (Attached) for the purchase of the Mosquito sprayer and is ready for a purchase order number. Please advise us on who at your office will be our CDBG coordinator or if we should continue to coordinate with our current Urban County coordinator.

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- WM F Strickhouser: \$11,495.00
- **PH Public Health Equipment & Supply: \$10,995.00 (lowest bidder)**
- Quality Unlimited Products, Inc.: \$12,100.00

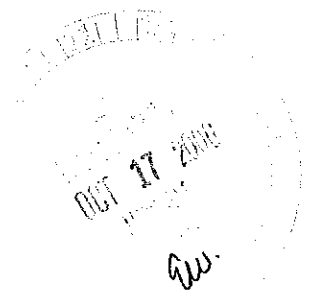
Again, I would like to thank you and your staff for all your support and assistance. If you need further information or have any questions, please call me at 956-464-3314 or on my cell phone.

Thank You,



P.R. Avila II
City Manager

CC: Joseph Palacios, Pct. 1





Professional Mosquito
Control Products
Since 1947

MAIN OFFICE

P.O. Box 10458
San Antonio, TX 78210
210-532-3846

1-800-284-0108 FAX 210-532-8703

Fort Worth
817-233-8000 FAX 817-568-6881

Web Site: www.PHESCO.com
E-Mail: phesco@phesco.com

City of Donna
307 S. 12th St.
Donna, Tx. 78537
Juan Gonzalez

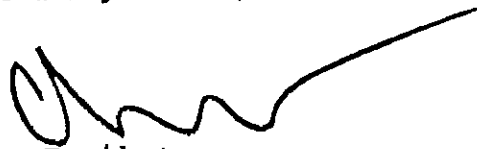
September 1, 2006

Juan,

Thank you for your continued interest in our professional mosquito control products. Per our conversation yesterday, the current price on the Grizzly ULV aerosol generator (18hp) with Smartflow and radar flow control is currently \$10995.00 delivered and includes a 3 year limited warranty and on site training.

Please call me when you have questions.

Best regards,


Charlie Reeves, President

INSECTICIDES • RODENTICIDES • HERBICIDES
SPRAYERS-DUSTERS • FOGGING APPLICATORS (ULV & THERMAL)

AI-1168

8.E.

**Service contract - City of Weslaco
CC REGULAR**

Date: 11/21/2006
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024(a) (4) for professional engineering services with Halff Associates in connection with City of Weslaco for professional services for Year 19 (2006) Water/Sewer Improvements Projects within Weslaco.

2. The City of Weslaco is requesting approval to award a professional service contract to Halff Associates in the amount of \$42,500.00 utilizing Years 19 (2006) funds for waterline improvements to First Street alley, Alley between First & Los Torritos, and three sections between Second and Molby.

BACKGROUND

The City of Weslaco requests approval to enter into a professional service contract in the amount of \$42,500.00 utilizing Years 19 (2006) funds for waterline improvement upgrades to Alley on First St., Alley between First & Los Torritos, and three sections between Second & Molby. Halff Associates, was the highest rated firm out of three evaluated. Attached for your review is an itemized scope of services and recommendation letter. Recommendation to approve by City and UCP Staff.

Revenue & Expenditures

Attachments

Link: [Engineering serv. - City of Weslaco](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/14/2006 05:24 PM	APRV
2	Sergio Cruz	Sergio Cruz	11/15/2006 11:06 AM	APRV
3	Purchasing Department	Marty Salazar	11/15/2006 11:37 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 09:04 AM	APRV
5	Agenda Coordinator	Monica Badillo	11/17/2006 01:42 PM	APRV

Form Started By: Estella Webber

Started On: 11/14/2006 11:27 AM

Final Approval Date: 11/17/2006

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. _____.

Date: November 13, 2006 Meeting Date Request: November 21, 2006

Deadline for Action: November 13, 2006 Contact Person: Diana R. Serna

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director _____

Caption:

- a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024(a) (4) for professional engineering services with Halff Associates in connection with City of Weslaco for professional services for Year 19 (2006) Water/Sewer Improvements Projects within Weslaco.
- b. The City of Weslaco is requesting approval to award a professional service contract to Halff Associates in the amount of \$42,500.00 utilizing Years 19 (2006) funds for waterline improvements to First Street alley, Alley between First & Los Torritos, and three sections between Second and Molby.

Background:

- c. The City of Weslaco requests approval to enter into a professional service contract in the amount of \$42,500.00 utilizing Years 19 (2006) funds for waterline improvement upgrades to Alley on First St., Alley between First & Los Torritos, and three sections between Second & Molby. Halff Associates, was the highest rated firm out of three evaluated. Attached for your review is an itemized scope of services and recommendation letter. Recommendation to approve by City and UCP Staff.

Total Contract Amount: \$ 42,500.00
Available Funds: \$ 288,000.00 (FY 19-2006)

Deputy Director: _____ Manager: _____ Finance: Fmm

Please initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____

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

Comments:

Action taken by Commissioner's Court:

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

City of Weslaco

"The City on the Grow"



JOE V. SANCHEZ, Mayor
JOHN F. CUELLAR, Mayor Pro-Tem
HECTOR "BUDDY" DE LA ROSA, Commissioner
SOYLA R. GONZALEZ, Commissioner
ADRIAN GONZALEZ, Commissioner

ANTHONY COVACEVICH, City Manager

November 8, 2006

Ms. Diana R. Serna, Executive Director
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Water Line Improvement Project (2006)

Dear Ms. Serna:

The City of Weslaco is requesting to be placed on the agenda for Hidalgo County Commissioners Court to approved Half Associates's Professional Service Contract for Water Line Improvement Project at an estimated engineering fee of \$42,500.00. Attached you will find a copy of the City Secretary's Certificate where City Commission approved the City Staff recommendation.

The Weslaco City Commission approved the proposal submitted by Half Associates at their regular meeting of November 7, 2006. I have enclosed the necessary documentation.

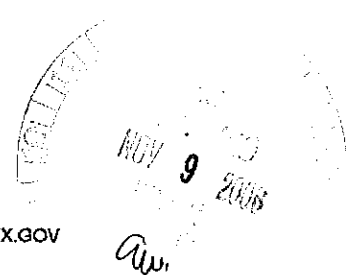
Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in cursive script, reading "Anthony Covacevich".

Anthony Covacevich
City Manager

Attachment



City of Weslaco
Professional Engineering Services
Waterline Improvements
FY 18
Grading-Ranking Grid

CRITERIA	Halff & Associates, Inc.			Sigler, Winston, Greenwood & Associates			L & G Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Experience	54	53		50	53		44	53	
Work Performance	23	21		18	25		21	25	
Capacity to Perform	15	12		13	14		13	14	
Affirmative Action	5	4		5	5		5	5	
TOTALS	97	90		86	97		83	97	
AVERAGES	93.5%	93.5%		91.5%	91.5%		90	90	
RANKING	1	1		2	2		3	3	

CERTIFICATE

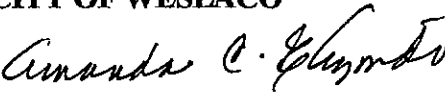
I, Amanda C. Elizondo, City Secretary of the City of Weslaco, Texas, **DO HEREBY CERTIFY**, that the Weslaco City Commission at their regular meeting of November 7, 2006 approved the following items:

- 1) Final payment to All Pro Contractors in the amount of \$19,000 for the Rehabilitation of the Library Roof Project and the replacement of the air condition units and authorize the Mayor to execute the Sub-Contractor's Final Release and Waiver of Liens.
- 2) The scope of service and engineering fees from Halff & Associates for professional services for the Water Line Improvements Project in the amount of \$42,500 utilizing the Urban County Program Year 19 (2006) funds.

I certify that such action of the Weslaco City Commission is recorded in Volume 43 of the Weslaco Minute Book.

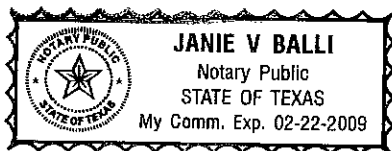
DATED this 8th day of November, 2006.

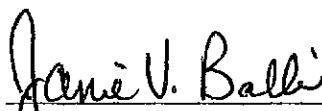
CITY OF WESLACO


Amanda C. Elizondo
City Secretary

NOTARY

SWORN AND SUBSCRIBED before me, this 8th day of November, 2006 that the above facts are true and correct to the best of her knowledge.




Janie V. Balli, Notary Public
My Commission expires: 02/22/09

STATE OF TEXAS COUNTY OF HIDALGO

October 23, 2006

City of Weslaco
255 South Kansas Avenue
Weslaco, Texas 78596

Fax No. 973-3128

Attn: Ms. Sylvia Martinez
Community Development Coordinator

RE: Water line and Street Rehabilitation Project
Urban County Work Plan 2006

Dear Ms. Martinez:

Halff Associates is pleased to present this revised lump sum fee proposal for engineering services. This proposal includes preparation of construction documents for waterline and street rehabilitation for specific areas within the City Limits of the City of Weslaco and outlined in the attached Scope of Services.

A detailed work plan is attached as Exhibit A and a breakdown of the engineering fee is included as Exhibit B. Invoices will be submitted monthly and will be based on percent complete of the project tasks outlined in Exhibit B.

Please call me at (956) 664-0286 if you have any questions. We look forward to working with you on this very important public improvement project.

Sincerely,

HALFF ASSOCIATES, INC.



Robert L. Saenz, P.E.
Civil Engineer Department Manager

 **COPY**

MCALLEN • DALLAS • FORT WORTH • HOUSTON • AUSTIN • FRISCO • SAN ANTONIO

TRANSPORTATION • WATER RESOURCES • LAND DEVELOPMENT • MUNICIPAL • ENVIRONMENTAL • STRUCTURAL
MECHANICAL • ELECTRICAL • SURVEYING • GEOGRAPHIC INFORMATION SYSTEMS
ARCHITECTURE • LANDSCAPE ARCHITECTURE • PLANNING

EXHIBIT A
Scope of Work
for the
City of Weslaco
Waterline Improvement and Street Rehabilitation Project

Halff Associates, Inc. will provide survey, design, bidding, and construction administration services for the City of Weslaco Waterline and Street Rehabilitation Project in accordance with the following Work Plan:

Task A	Replace 12" waterline on First Street from alley between Texas Blvd. and Kansas Street to Garza Ave.; thence 6" waterline from Garza to an Alley just east of Cantu; Provide a pavement re-surfacing of 1 st Street	1800 LF
Task B	Install 6" waterline along alley between First Street & Los Torritos Street between Calle de Republica and Calle de Libertad	1300 LF
Task C	Install 6" waterline along alley between Molby and 2 nd Street and between Zamora and Bridge Avenue	600 LF
Task D	Install 6" waterline along alley between Molby and 2 nd Street and between Zamora and Guerra	600 LF
Task E	Install 6" waterline along alley between Guerra Street and Paseo Del Norte from 2 nd Street to Molby Street	500 LF

DESIGN PHASE

I. Project Kickoff and Utility Coordination

- A. Halff Associates will meet with key project members and identify project components.
- B. Develop project scheduling and set project milestones.
- C. Halff Associates will coordinate and review available record drawings with utility companies and identify their location and any potential conflicts.

II. Survey for Design

- A. Establish vertical and horizontal control for the design to be later used for the construction phase.
- B. Obtain all necessary topography required to prepare detailed design and construction documents.
- C. Locate and tie down all utility within proposed street corridor.

III. Development of Construction Documents

- A. Prepare construction documents for this waterline improvement and street rehabilitation project.
 - 1. Halff Associates proposes to prepare plan sheets for areas listed above;
 - 2. Identify utility conflicts and prepare utility relocation plan;
 - 3. Prepare a traffic control plan;
 - 4. Prepare a suggested erosion control plan;
 - 5. Prepare typical details;
 - 6. Prepare specifications.

IV. Bidding Phase

- A. Prepare Bidding Advertisement (advertisement to be paid for and coordinated by City)
- B. Administer the bidding process and answer questions that may arise;
(Construction documents will be sold to prospective contractors to include printing cost and administration fee. Documents will be nonrefundable)
- C. Prepare addendums as required;
- D. Attend and present at prebid meeting;
- E. Attend and conduct bid opening;
- F. Prepare bid tab and evaluate bids;
- G. Prepare and provide city with engineer's recommendation.

CONSTRUCTION PHASE

V. Construction Administration

- A. Provide 3 sets of construction documents to the City; additional sets will be made available through a reimbursable expense
- B. Attend and conduct preconstruction meeting;
- C. Review submittals and shop drawings;
- D. Address Request for Information, (RFI);
- E. Review and verify Contractors pay request;
- F. Periodic Site visits (1 per month);
- G. Attend final walk thru and develop a punch list of outstanding needing corrective measures.
- H. Prepare record drawings from contractor's set of field drawings.

EXHIBIT B

<u>Task</u>	<u>Fee Breakdown</u>
I. Project kickoff and Utility Coordination	\$ 1,000.00
II. Survey for Design	\$ 8,000.00
III. Development of Construction Documents	\$26,500.00
IV. Bid Phase	\$ 2,000.00
V. Construction Administration	\$ 3,000.00
<u>Other Fees</u>	
Estimated Reimbursables (printing, mileage, and delivery cost)	\$ 2,000.00
Total Services for Design and Construction Services	<u>\$ 42,500.00</u>

Exhibit "C" includes services that are not included within the Scope of Work but can be provided by Halff Associates.

EXHIBIT "C"

1. Geotechnical consulting;
2. Landscape Architectural services;
3. Quality control and material testing services during construction;
4. Filing and permit fees;
5. Traffic engineering report or studies;
6. Traffic engineering design;
7. Design of signage, entry features, or monuments, except that which is specified in Scope of Service;
8. Construction administration, except as specifically identified in Schedules I of this proposal;
9. Full time construction administration and/or any other full time construction related services;
10. Floodplain studies, reclamation plans, hydrologic or hydraulic studies;
11. Design of any utilities or grading within the building limits;
12. Design of retaining walls, review of walls designed by others, or inclusion of structural details, except that which is specified in Scope of Service;
13. Parking area lighting plan, striping plan for areas other than parking stalls, and fencing plan, except that which is specified in Scope of Service;
14. Design/coordination of existing utility relocations or modifications;
15. Design/coordination of existing off-site utility relocations or modifications;
16. Design for relocation, adjustment and/or demolition of existing improvements or infrastructure;
17. Design of fire protection, irrigation, power, cable, phone and gas systems to serve the site;
18. Title Research required for Boundary, Plats, easements, and exhibits;
19. Demolition plans;
20. Negotiations with adjacent property owners;
21. Specific Tree Survey on selected site or Improvement Survey once project is complete;
22. Environmental impact statements and assessments;
23. Preparation of off-site easements of any kind shall be considered an additional service;
24. Schedules and fees assume that property is located on a tract of land served by roadways and utilities adjacent to the site;
25. Swimming Pool and fountain design.
26. Site visitation in excess of that which is specified in Scope of Service
27. Preparation of as-built drawings
29. Preparation of calculation submittals
30. Preparation of building permit submittals
31. Payment of filing fees, permit fees, sales or professional services taxes, if applicable
32. Floodplain Evaluations as may be required by entity having jurisdiction

ATTACHMENT "D"
STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT EFFECTIVE THE LATEST DATE OF EXECUTION AS PROVIDED BELOW BETWEEN
CITY OF WESLACO (CLIENT), AND HALFF ASSOCIATES, INC. (ENGINEER).

I. SCOPE

Halff Associates, Inc. (hereinafter "Engineer") agrees to perform the services described in the attached Scope of Services, Exhibit A, which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by City of Weslaco (hereinafter "Client"), shall constitute a binding Agreement on both parties.

II. COMPENSATION

Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the parties that receipt of payment(s) by Engineer from Client is in no way contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses will be billed at actual cost and subcontracted services and costs will be billed at actual cost plus a service charge of 10 percent. Mileage incurred will be billed at current IRS rates.

III. RESPONSIBILITY

Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Engineer shall follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Engineer shall not be required to provide any certification, assignment or warranty of its work but, upon request and for a separate fee, Engineer may provide written statements regarding its services under this Agreement. Such statements shall be in a form acceptable to Engineer and shall be requested with sufficient advance notice to allow Engineer to review the documents and prepare a suitable statement.

Engineer's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Engineer is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Engineer does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

IV. SCOPE OF CLIENT SERVICES

Client agrees to provide site access, and to provide those services described in the attached Scope of Services.

V. OWNERSHIP OF DOCUMENTS

Upon Engineer's completion of services and receipt of payment in full, Engineer grants to Client an exclusive license to all drawings, instruments and data produced in connection with Engineer's performance of the work under this Agreement. Said drawings, instruments and data may be copied, duplicated, reproduced, used and disclosed by Client for any purposes Client deems appropriate in connection with the work under this Agreement. **Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement.** Any reuse by Client, or by those who obtain said information from Client, without written verification or adaptation by Engineer will be at Client's sole risk and without liability or legal exposure to Engineer, Engineer's subconsultants or independent associates. Client shall indemnify Engineer, Engineer's subconsultants and independent associates for all damage, liability or cost arising therefrom. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VI. INDEMNIFICATION

Engineer agrees to indemnify and hold Client harmless from any actual damage, liability or costs, including reasonable attorney's fees and expenses, to the extent caused directly by a negligent act or omission or willful misconduct of Engineer, Engineer's subconsultants or those for whom Engineer is legally liable, in the performance of the professional services which are the subject of this Agreement.

In the event that Client is found to be concurrently negligent, Engineer shall not indemnify for the proportionate negligence of Client, but shall indemnify for the portion of negligence solely attributable to Engineer, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties shall indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor. **Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date of issuance of the Certificate of Completion, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.**

Client acknowledges Engineer may perform work at facilities that may contain hazardous materials or conditions, and that Engineer had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend, and hold Engineer harmless (including attorneys' fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Engineer or Engineer's

HALFF ASSOCIATES, INC.

General Terms and Conditions (continued)

employees, agents, officers or directors, in any way arising out of the presence of hazardous materials at the facilities, except for claims shown by final judgment of a court of competent jurisdiction to arise out of the sole negligence of Engineer.

VII. INSURANCE

Engineer shall maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance.

VIII. SUBCONTRACTS

Engineer shall be entitled, to the extent determined appropriate by Engineer, to subcontract any portion of the work described in the Scope of Services.

IX. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Neither this Agreement, nor any claims, rights, obligations or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other party.

X. INTEGRATION

These terms and conditions and the letter agreement (Scope of Services) to which they are attached represent the entire understanding of Client and Engineer as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

XI. JURISDICTION AND VENUE

This Agreement shall be administered and interpreted under the laws of the State in which the Engineer's office performing the majority of the work described in the Scope of Services is located. Jurisdiction of litigation arising from the Agreement shall be in that State. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect. Exclusive venue shall lie in the county in which the Engineer's office performing the majority of the work described in the Scope of Services is located.

XII. SUSPENSION OF SERVICES

- A. If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs. In addition, there shall be an equitable adjustment in the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client. Engineer may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work.

- B. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

XIII. TERMINATION OF WORK

Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if the purpose or result is performance of all or part of Engineer's services under this Agreement by Client or by another service provider. The Client shall within ten (10) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

XIV. TAXES

The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes which are promulgated following execution of this Agreement. Client agrees to reimburse Engineer and its subconsultants for the taxes paid by Engineer and its subconsultants in accordance with the laws and regulations of the applicable taxing authorities.

XV. ALTERNATIVE DISPUTE RESOLUTION

Any conflicts that arise during the work described by this Agreement or following the completion thereof shall be submitted to nonbinding mediation unless the parties agree otherwise. The parties further agree to require all independent contractors and consultants retained in connection with this Agreement to include a similar mediation provision in all Agreements with subcontractors, subconsultants, suppliers or fabricators.

XVI. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVII. TIMELINESS OF PERFORMANCE

The Engineer will perform its services with due and reasonable diligence consistent with sound professional practices.

XVIII. WAIVER

Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

HALFF ASSOCIATES, INC.

General Terms and Conditions (continued)

APPROVED:

Engineer: HALFF ASSOCIATES, INC.

Signature: _____

Typed or Printed Name: Robert L. Saenz

Title: Civil Department Manager

Date: October 23, 2006

APPROVED:

Client: CITY OF WESLACO

Signature: _____

Typed or Printed Name: _____

Title: _____

Date: _____

PRELIMINARY COST ESTIMATE FOR CITY OF WESLACO/URBAN COUNTY FY 2006 PROJECT

Revised 10/25/2006

Task "A" Waterline Improvements along 1st Street

1	ROW Preparation	18	STA	\$ 500.00	\$ 9,000.00
2	12" PVC Water Line DR 18 C-900 w/ fittings	1,200	LF	\$ 35.00	\$ 42,000.00
3	6" PVC Water Line DR 18 C-900 w/ fittings	600	LF	\$ 25.00	\$ 15,000.00
4	Fire Hydrant Assembly	2	EA	\$ 3,000.00	\$ 6,000.00
5	12" Gate Valve	4	EA	\$ 2,000.00	\$ 8,000.00
6	6" Gate Valve	2	EA	\$ 1,200.00	\$ 2,400.00
7	1 1/2" HMAC Resurfacing; Includes removal and Haul	5,133	SY	\$12.00	\$ 61,596.00
8	8" Flexible Caliche for Waterline Trench	733	SY	\$7.00	\$ 5,131.00

Sub-Total = \$ 149,127.00

Task "B" Waterline Improvements along alley between First Street & Los Torritos Street between Calle de Republica and Calle de Libertad

1	ROW Preparation	13	STA	\$ 500.00	\$ 6,500.00
2	6" PVC Water Line DR 18 C-900 w/ fittings	1,300	LF	\$ 25.00	\$ 32,500.00
3	Fire Hydrant Assembly	2	EA	\$ 3,000.00	\$ 6,000.00
4	6" Gate Valve	2	EA	\$ 1,200.00	\$ 2,400.00
5	Install new waterline services for Existing Residences	53	EA	\$ 600.00	\$ 31,800.00

Sub-Total = \$ 79,200.00

Task "C" Waterline Improvements along Alley between Molby and 2nd Street and between Zamora and Bridge Ave.

1	ROW Preparation	6	STA	\$ 500.00	\$ 3,000.00
2	6" PVC Water Line DR 18 C-900 w/ fittings	600	LF	\$ 25.00	\$ 15,000.00
3	Fire Hydrant Assembly	2	EA	\$ 3,000.00	\$ 6,000.00
4	6" Gate Valve	2	EA	\$ 1,200.00	\$ 2,400.00
5	Install new waterline services for Existing Residences	16	EA	\$ 600.00	\$ 9,600.00

Sub-Total = \$ 36,000.00

Task "D" Waterline Improvements along Alley between Molby and 2nd Street and between Zamora and Guerra.

1	ROW Preparation	6	STA	\$ 500.00	\$ 3,000.00
2	6" PVC Water Line DR 18 C-900 w/ fittings	600	LF	\$ 25.00	\$ 15,000.00
3	Fire Hydrant Assembly	2	EA	\$ 3,000.00	\$ 6,000.00
4	6" Gate Valve	2	EA	\$ 1,200.00	\$ 2,400.00
5	Install new waterline services for Existing Residences	21	EA	\$ 600.00	\$ 12,600.00

Sub-Total = \$ 39,000.00

Task "E" Waterline Improvements along the alley between Guerra Street and Passo Del Norte from 2nd Street to Molby Street

1	ROW Preparation	6	STA	\$ 500.00	\$ 3,000.00
2	6" PVC Water Line DR 18 C-900 w/ fittings	550	LF	\$ 25.00	\$ 13,750.00
3	Fire Hydrant Assembly	2	EA	\$ 3,000.00	\$ 6,000.00
4	6" Gate Valve	2	EA	\$ 1,200.00	\$ 2,400.00
5	Install new waterline services for Existing Residences	14	EA	\$ 600.00	\$ 8,400.00

Sub-Total = \$ 33,550.00

MISCELLANEOUS IMPROVEMENTS

1	Erosion Control Measures and SWPPP	1	LS	\$ 5,000.00	\$ 5,000.00
2	Traffic Control along 1st Street	1	LS	\$ 2,500.00	\$ 2,500.00
3	Construction Staking	1	LS	\$ 8,500.00	\$ 8,500.00

Sub-Total = \$ 16,000.00

Total = \$ 352,877.00

2% Testing Fees = \$ 7,057.54

20% Contingency = \$ 70,575.40

TOTAL ESTIMATED COST = \$ 430,509.94

Note: This statement was prepared utilizing standard cost estimate practices. It is understood and agreed that this is an estimate only, and that Engineer shall not be held liable to Owner or third party for any failure to accurately estimate the cost of the project, or any part thereof.

This estimate assumes the existing base material beneath street is acceptable and does not require treatment

AI-1228

9.A.

**New 2007 Contract & Inter-Dept Transfers
CC REGULAR**

Date: 11/21/2006
Submitted By: Yolanda Orozco, FIRE MARSHAL
Submitted For: Victor Fonseca, Jr.
Department: FIRE MARSHAL
Agenda Area: Budget and Management

Agenda Item

CAPTION

1. Approval of Rural Emergency Fire Calls 2007 Contract
2. Approval of Interdepartmental transfer to cover expenditures for Fire Calls for the year end.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [2007 Contract](#)

Link: [Proposed 2007 Increase](#)

Link: [Inter Dept Trans](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/16/2006 05:08 PM	APRV
2	Damaris San Miguel			PEND
3	Rosalinda Cantu			
4	Purchasing Department			
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Yolanda Orozco

Started On: 11/16/2006 09:43 AM

Final Approval Date:

State of Texas

County of Hidalgo

RURAL EMERGENCY SERVICES CONTRACT

THIS CONTRACT made on the _____ day of _____, _____, by and between the COUNTY OF HIDALGO, TEXAS, hereinafter called County, and the _____, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under authority of Chapter 352, Texas Local Government Code to be effective on the _____ day of _____, 2007.

I. TERMS

- A.** This Contract shall be for a period commencing on January 1, 2007 and shall terminate on December 31, 2007.
- B.** After December 31, 2007, this Contract unless terminated as provided elsewhere shall automatically be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties. If the city has not signed and submitted its new contract, both parties agree that twenty-five (25%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice received until a current contract has been submitted and approved.
- C.** Either party has the option to terminate the terms of this Contract by written notification sixty (60) days prior to cancellation.
- D.** On December 31, 2007, at 11:59 P.M., this Contract will be terminated.
- E.** The Rural Emergency Service Incident Report (Exhibit A) form must be utilized as part of the monthly report submitted to the county Fire Marshal.

II. DEFINITIONS

- A. EMERGENCY SERVICES** - Services provided by the City/Entity in rural and incorporated areas within Hidalgo County, will be limited to the following:
 - 1. Fire Fighting:**
 - a. Structure** - Any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner. That is built or constructed; an edifice or building of any kind.
 - b. Explosions** - The act or an example of exploding the loud, sharp sound made by such.

- c. **Vehicular** - Something used as an instrument of conveyance: any conveyance used in transporting passengers or merchandise by land, water or air.
 - (i.) **Commercial Motor Vehicle** - A motor vehicle or combination of motor vehicles used to transport passengers or property that: has a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; has a gross vehicle weight rating of 26,001 or more pounds; is designed to transport 16 or more passengers, including the driver; or is transporting hazardous materials and is required to be placarded.
 - (ii.) **Passenger Car** - A motor vehicle other than a motorcycle, used to transport persons and designed to accommodate 8 or fewer passengers including the operator.
 - d. **Rubbish** - Anything discarded as refuse; garbage, worthless material.
 - e. **Natural Vegetation** - Present in or produced by nature. The plants of an area or region; plant life collectively.
 - f. **Electrical** - Pertaining to or operated by electricity, current used or regarded as a source of power.
 - g. **Natural gas/propane and petroleum based incidents** - A gaseous fuel, the state of matter distinguished from the solid and liquid states by very low density and viscosity, relatively great expansion and contraction with changes in pressure and temperature. Propane is a colorless gas, found in natural gas and petroleum widely used as a fuel.
2. **Vehicular Accidents** - All emergency extrications from entanglement and/or hazard material containment (i.e. fuel spills, train, and/or airplane.)
 3. **Search & Rescue Calls** - All emergency rescues of person(s) in water or all emergency rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse; recovery of drowned victim(s).
 4. **Mass Casualty** - All emergency rescuing of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

5. **Assist Law Enforcement Agencies** - (i.e. D.P.S., Sheriff, State, Federal Officers and Hidalgo County Fire Marshal's Office)
 6. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas commission on Environmental Quality.
 7. **Mutual Aid** - Situations where a City is requested to assist another city to perform Emergency Services pursuant to the provisions of Section VI.
 8. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to a potential accident)
 9. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed)
- B. Response Area:**
1. **Rural Areas** - Non-incorporated areas of Hidalgo County, as they exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.
 2. **Incorporated Areas** - Areas within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.
- C. Hidalgo County Fire Marshal** - Appointed by county and responsible for the administration of fire investigations, fire safety inspections, fire prevention activities, administration of Rural Fire Contract, and enforcement of County Fire Code.
- D. Deputy Fire Marshals** - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.
- E. County Fire Investigators** - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.
- F. Reimbursement Plan** - Method by which a city is reimbursed by the County for emergency services rendered in rural areas.
- G. Primary City** - Primary City/Entity is the City/Entity who is a party to a cooperative Agreement with the County to respond to the areas where the emergency occurred as per Section II, Paragraph A, of this Contract.

- H. Secondary City** - Secondary City is any City/Entity or group of cities who respond to emergency services of a Primary City to assist the Primary City in performing emergency services in the Rural Response District of the Primary City.
- I. Rural Response District** - The area designated for City/Entity to respond to under the provision of this Contract as described on Exhibit B attached thereto and Exhibit B may be amended from time-to-time pursuant to Section III, Paragraph B of this Contract.

III. CITY'S RESPONSIBILITIES

- A.** City Entity hereby agrees to provide emergency services, if resources are available, in City's Rural Response District of Hidalgo County and other rural response areas within the County as may be required by County Fire Marshal.
- B.** City/Entity hereby agrees that their Rural Response District within the County of Hidalgo is the area as shown by the map, attached hereto as Exhibit A. Each City's/Entity's Rural Response District may be amended from time to time during the period of this Contract by annexation or de-annexation of property by respective city(s) or by agreement of the County Fire Marshal, and the Fire Chief(s) responsible for the existing Rural Response District. The Rural Response Districts will be provided to the 911 Emergency Coordinator and the Sheriff's Office. A map of the Rural Response District of all participating Cities/Entities shall be maintained and provided by the County Fire Marshal's Office.
- C.** City/Entity agrees to provide the County Fire Marshal with statistics, data, and all records necessary in order to be reimbursed by the County as herein provided. In the absence of a County Fire Marshal, reports shall be provided to the County Judge.
- D.** City/Entity will provide its own insurance for equipment and vehicles used in performing the above mentioned services. Emergency vehicles and fire fighting apparatus must be owned and /or managed by the Cities.

IV. COUNTY'S RESPONSIBILITIES

- A.** Consideration for City's/Entity's Rural Emergency Services, County will reimburse in the manner provided for herein.
- B.** The County shall designate a person and office who shall be known as the County Fire Marshal and County Fire Marshal's Office and who shall have the following responsibilities.

1. Administration
 - a. Fire Safety Inspections
 - b. Plat/Plan Reviews
 - c. Commercial Building Inspections
 - d. Health Care Facility Inspections
 - e. Existing and New Construction Inspections
 - f. Development and Enforcement of County Fire Codes
 - g. Adult and Child Care Facilities
 - h. Burn permits for rural areas of the County
2. Investigations
 - a. Conduct Fire Investigations
 - b. Provide Information and Reports
 - c. Assists Sheriff in issuance of citations for fire code infractions
3. Fire Prevention
 - a. Plans, coordinates, and directs activities
 - b. Conducts Training as needed to fire departments
 - c. Acquires and maintains equipment
 - d. Conducts public education
 - e. Performs safety presentations
4. Rural Emergency Service Contract Administration
5. Administration of Deputy Fire Marshal(s)

V. LIABILITY

- A.** City/Entity and County agree pursuant to section 352.004 Texas Local Government Code, that the acts of any person or persons traveling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of County in all respects, notwithstanding such person or persons may otherwise be employees or fire fighters of the City/Entity.
- B.** The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters. Nothing herein shall be construed to prevent either party from becoming self-insured.
- C.** For unincorporated areas with the capabilities as defined in Section II which cannot acquire insurance independently, County also agrees to provide Workers' Compensation insurance to cover any such City/Entity firefighter as listed on a

schedule provided to County during the first two weeks of December of each year. This must be kept updated during each calendar year or coverage to apply. Any city/Entity which applies for and receives Workers' Compensation insurance coverage under the county policy agrees to implement the Hidalgo County Accident Prevention Plan. Each City/Entity agrees to provide to County on a monthly basis along with billings any documentation for all safety training as required by the Accident Prevention Plan as implemented, as well as documentation of completion of other State/Federal fire fighting requirements.

- D.** If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall renegotiate their respective obligations regarding emergency services in the rural areas of Hidalgo County at the time.

VI. REIMBURSEMENT PLAN

- A.** County shall reimburse City/Entity of services provided hereunder in a lump sum, with payments to be made monthly as follows:
- 1.** City/Entity shall keep true and accurate records of all emergency services provided hereunder by City/Entity and shall submit monthly reports therefore to County Fire Marshal by the 15th day of the following month in which the emergency services were provided. If the 15th were to fall on a weekend or a holiday, the monthly reports would be due the next business day. The parties hereto agree that ten percent (10%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice not received by the due date. Reporting is a prerequisite to receiving payments from County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity which is utilizing the County Workers' Compensation policy, as itemized in Section V(c).
 - 2.** County shall communicate and provide a written itemized list of emergency services not reimbursed to City/Entity and an explanation for disapproval to the fire chief of City/Entity.
 - 3.** County Fire Marshal shall accumulate records of all emergency services provided by all cities within Hidalgo County and shall calculate the amount due each City/Entity.
 - a.** Any and all disputes of City/Entity reports shall be addressed directly by the Fire Marshal and/or the reporting City/Entity.
 - b.** If resolution of disputed emergency services can not be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioners' Court.

4. For all emergency calls serviced by City(s)/Entity(s) within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services corresponding to that year, in accordance with the following payment schedule.
- a. The rate of **\$750.00** per call for the following calls shall apply during the term of this Contract.
- i. **Fire Fighting** - Structure, Explosions, Natural gas/Propane and Petroleum base (these are incidents which involve a working fire upon arrival). Natural vegetation, Brush, Grass, Rubbish and/or Trash – (Anything over two acres, a city block 300' x 300').
 - ii. **Vehicle Fire** - Any commercial vehicle or 3 or more passenger vehicles which involve a working fire upon arrival.
 - iii. **Vehicular Accidents** - All emergency extrications from any entrapment and/or entanglement incident.
 - iv. **Rescue Calls** - All emergency rescues of person(s) in the water, all emergency rescue/extrication of person(s) from enclosed areas (i.e. elevators, building collapse).
 - v. **Mass Casualty** - All emergency rescues and/or recovery of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).
 - vi. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Commission on Environmental Quality. (Fuel spill over 35 gals).
 - vii. **Situation where Secondary City/Entity** is required to respond on behalf of Primary City/Entity to perform emergency services pursuant to Section VI (4) above: Secondary City/Entity will be reimbursed as Primary City/Entity at the current rates.
 - viii. **Special Situations** - A situation in which the City/Entity performed in a manner that is not covered above, **or for an extended period of time**, the Fire Chief must explain in detail the type of incident and reasons for reimbursement.

(County Fire Marshal will decide on rate of reimbursement.)

- b. The rate of \$625.00 per call for the following calls shall apply during the term of this Contract:
 - 1. **Fire Fighting** - Vehicular Fire any passenger vehicle that involves a working fire upon arrival.
- c. The rate of \$375.00 per call for the following calls shall apply during the term of the Contract.
 - i. **Mutual Aid** - In the event of emergency, and the emergency is of such magnitude that the Primary City must declare a multiple alarm and must request assistance from a Secondary City, each Secondary City requested by Primary City to respond shall receive \$375.00 for services provided. The Fire Chief for the Primary City must provide an independent written document to the County Fire Marshal specifically identifying the requested Secondary City(s)/Entity(s) for the multiple alarms along with any other pertinent information related to the circumstances requiring the issuance of its need for a multiple alarm call and assistance. **(On scene-only the Fire Chief or Incident Commander of the Primary City shall request the need for mutual aid. From station - the dispatcher from the Primary City may request the need for mutual aid due to no response from the Primary City/Entity or as a directive from the Fire Chief or Incident Commander who is on scene. Other - an Hidalgo County Fire Marshal may request mutual aid at anytime whether or not on scene.) NO OTHER AGENCIES may notify fire departments for mutual aid.**
 - ii. **Wash Down** - Any petroleum base where there is no fire. (Fuel spill under 35 gals.)
 - iii. **Rescue Call** - Recovery of any drowned victim(s)
 - iv. **Fire Fighting** - Natural Vegetation (anything below two acres of fire)
 - v. **Trash/Rubbish** - Residential dumpster, residential trash pit

- vi. **Natural gas/propane and petroleum based incidents** - To shut off gas and/or stand by for utility company(s) **(Where there is no fire or location)**
 - vii. **Explosion** - Where there is no fire on location
 - viii. **Electrical** - Any Electrical Pole and/or Transformer Explosion. Electrical wire down. **(Where there is no fire at location)**
 - ix. **Assist Law Enforcement Agencies:** D.P.S., Sheriff, State, Federal Officers, and Hidalgo County Fire Marshal. **(Where there is no fire, Non-Emergency call(s))**
 - x. **Hazardous materials incident** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Natural Resource Conservation Commission. **(Under 35 gal.)**
- d. The rate of **\$250.00** per call for the following calls shall apply during the term of this Contract:
- i. **Traffic Control** - Any calls strictly for traffic control duties.
- e. The rate of **\$125.00** per call for the following calls shall apply during the term of this Contract:
- i. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed.) Includes all fires that are out upon arrival.
 - ii. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to potential accident)

VII. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this Contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County hereunder.

VIII. AUDIT

Any and all requests for reimbursement by City/Entity from County under this Contract shall be subject to audit by the County Auditor. Should County Auditor elect to audit City's/Entity's records pertaining to any request or claim for reimbursement hereunder, City/Entity agrees to furnish County Auditor any and all information requested by county Auditor. Should County Auditor determine any payments received by City/Entity were not properly claimed under the terms of this Contract, City/Entity agrees to remit the amount of payments so found by County Auditor to County within ten (10) days following the date of receipt of City/Entity of County Auditor's written determination of same.

IX. MISCELLANEOUS

1. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
2. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
3. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any 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.
4. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
5. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request 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 therefore specified by written notice delivered in accordance herewith:

If to City: _____
_____, Texas _____

If to County: County of Hidalgo
Attn. County Judge
100 East Cano, 2nd Floor
P. O. Box 1356
Edinburg, Texas 78540

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 of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

6. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
7. **Successors.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
8. **Assignment.** This Agreement shall not be assignable.
9. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
10. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
11. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and the Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
12. **Performance of Government Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

**WITNESS THE HANDS OF THE PARTIES in duplicate
originals effective as of the day and year first written above.**

CITY OF

Date:

By:

ATTEST:

City Secretary

COUTY OF HIDALGO

Date:

Ramon Garcia, County Judge

ATTEST:

Eddy Trevino, County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.

By: Stephen L. Crain

County of Hidalgo Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT)

(Exhibit A)

DEPARTMENT: _____	COUNTY INCIDENT: _____
DATE : _____	ALARM TIME : _____
ARRIVAL TIME: _____	DEPART TIME: _____
SITUATION REPORTED: _____	SITUATION FOUND: _____

MUTUAL AID: _____	GIVEN: _____	RECEIVED: _____	DEPARTMENT: _____
_____	NON-APPLICABLE		DEPARTMENT: _____
CALLER NAME: _____	REQUESTING PERSON: _____		

CALLER NAME: _____	METHOD OF ALARM: _____	911
CALLER ADDRESS: _____	OTHER: _____	PHONE: _____
CALLER PHONE: _____	WALK-IN: _____	

INCIDENT LOCATION: _____
OCCUPANT NAME: _____
OWNER NAME: _____
OWNER ADDRESS: _____
OWNER PHONE #: _____
OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____
TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____	UNITS COMMITTED: _____
# OF PERSONNEL: _____	MILEAGE (ROUND TRIP): _____
ADVISED OUNTY FIRE MARSHAL: YES _____	NO: _____

COMMENTS:

OFFICER IN CHARGE: _____	MEMBER MAKING REPORT: _____
ESTIMATED \$ LOSS: _____	ATTEST: _____
	FIRE CHIEF

REIMBURSEMENT REQUESTED:	_____ \$125	_____ \$250	_____ \$375	_____ \$625	_____ \$750
HIDALGO COUNTY FIRE MARSHAL					
AUTHORIZATION:	_____ \$125	_____ \$250	_____ \$375	_____ \$625	_____ \$750

2006 RURAL FIRE CALLS

FIRE DEPT.	TOTALS
From January 2006 to October 2006	
ALAMO	60,000.00
ALTON	138,700.00
DONNA	44,600.00
EDCOUCH	19,620.00
EDINBURG	125,900.00
ELSA	66,000.00
HIDALGO	3,680.00
LA JOYA	28,100.00
LA VILLA	14,400.00
LINN-SAN	52,900.00
MCALLEN	12,400.00
MERCEDES	43,000.00
MISSION	44,300.00
MONTE ALTO	31,400.00
PALMVIEW	86,000.00
PHARR	4,100.00
SAN JUAN	14,400.00
WESLACO	75,300.00
Grand Totals	864,800

PROPOSED 2007 RURAL FIRE CALLS

FIRE DEPT	TOTALS
From January 2007 to October 2007	
ALAMO	75,000.00
ALTON	173,375.00
DONNA	55,750.00
EDCOUCH	24,525.00
EDINBURG	157,375.00
ELSA	82,500.00
HIDALGO	4,600.00
LA JOYA	35,125.00
LA VILLA	18,000.00
LINN-SAN	66,125.00
MCALLEN	15,500.00
MERCEDES	53,750.00
MISSION	55,375.00
MONE ALTO	39,250.00
PALMVIEW	107,500.00
PHARR	5,125.00
SAN JUAN	18,000.00
WESLACO	94,125.00
Grand Totals	1,081,000.00

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: November 21, 2006

DEPARTMENT HEAD: VICTOR FONSECA, JR

DEPARTMENT NAME: HIDALGO COUNTY FIRE MARSHAL

ACCOUNT NUMBER: 6-1100-422-20-300-XXX-0-841

CONTACT PERSON: YOLANDA OROZCO **TELEPHONE NO.** 956/ 318-2656

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
6-1100-422-20-300-002-0-841	Alamo Fire Department	(6,700.00)
6-1100-422-20-300-004-0-841	Donna Fire Department	(4,000.00)
6-1100-422-20-300-010-0-841	La Villa Fire Department	(500.00)
TO:		
6-1100-422-20-300-003-0-841	Alton Fire Department	11,200.00
	TOTAL BUDGET INCREASE	
FROM:		
6-1100-422-20-300-007-0-841	Elsa Fire Department	(5,900.00)
TO:		
6-1100-422-20-300-006-0-841	Edinburg Fire Department	5,900.00
	TOTAL BUDGET INCREASE	
FROM:		
6-1100-422-20-300-005-0-841	Edcouch Fire Department	(4,380.00)
6-1100-422-20-300-008-0-841	Hidalgo Fire Department	(620.00)
TO:		
6-1100-422-20-300-011-0-841	Linn-San Manuel Fire Department	5,000.00
	TOTAL BUDGET INCREASE	
FROM:		
6-1100-422-20-300-007-0-841	Elsa Fire Department	(1,000.00)
6-1100-422-20-300-008-0-841	Hidalgo Fire Department	(300.00)
TO:		
6-1100-422-20-300-012-0-841	McAllen Fire Department	1,300.00
	TOTAL BUDGET INCREASE	

BUDGET INTER-DEPARTMENTAL TRANSFER

FROM:		
6-1100-422-20-300-800-0-841	Hidalgo Fire Department	(2,500.00)
6-1100-422-20-300-009-0-841	La Joya Fire Department	(200.00)
TO:		
6-1100-422-20-300-013-0-841	Mercedes Fire Department	2,700.00
	TOTAL BUDGET INCREASE	
FROM:		
6-1100-422-20-300-009-0-841	La Joya Fire Department	(3,900.00)
TO:		
6-1100-422-20-300-019-0-841	Wesalco Fire Department	3,900.00

REASON: INTER-DEPARTMENT TRANSFER TO COVER EXPENDITURES FOR FIRE CALLS.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-1192

10.A.

**Authorization to Abandon Alley
CC REGULAR**

Date: 11/21/2006
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Agenda Item

CAPTION

Authorization to abandon a 20' x 121.76 alley located in the San Carlos Community in Block 8 between Lot 17 and Lots 18-21. Subject to legal review.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

There are no costs associated with the abandonment of said alley, pending the final decision of the Commissioner and legal review.

Attachments

Link: [abandonment- 20' alley](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/16/2006 09:15 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	11/16/2006 03:18 PM	APRV
3	Purchasing Department	Marty Salazar	11/16/2006 03:24 PM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 09:10 AM	APRV
5	Agenda Coordinator	Monica Badillo	11/17/2006 01:43 PM	APRV

Form Started By: Sandra Garcia

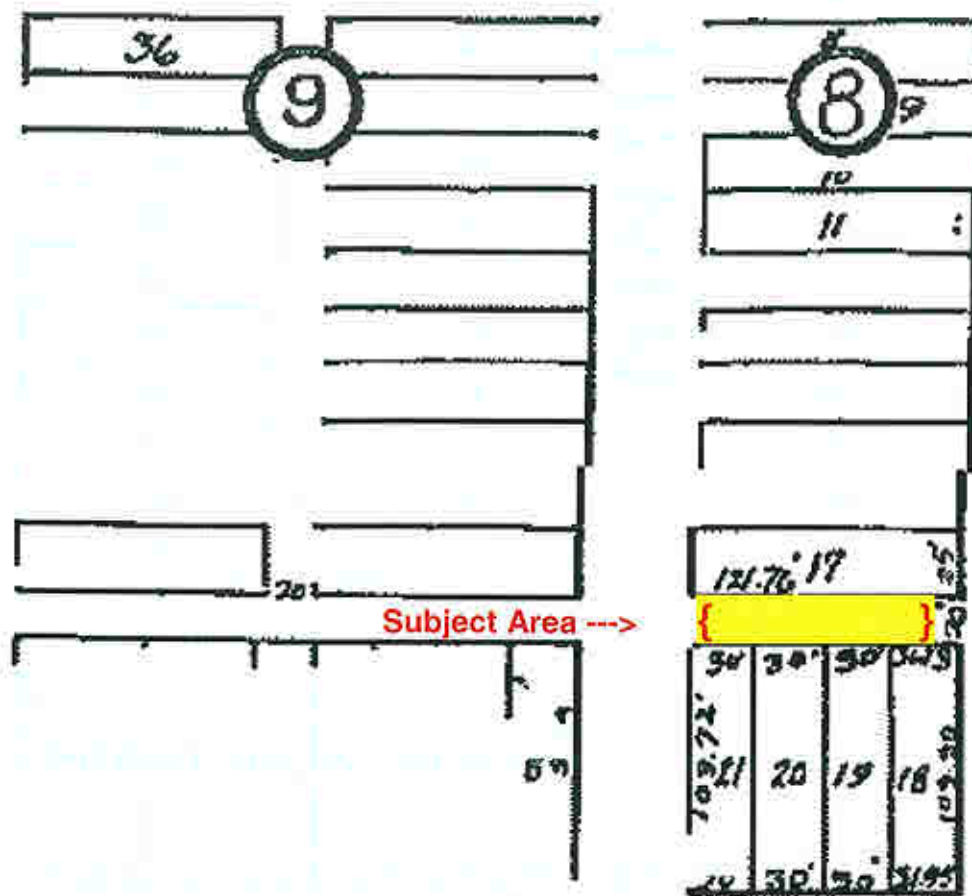
Started On: 11/15/2006 10:42 AM

Final Approval Date: 11/17/2006



JOSE N. PEÑA
Director

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT



San Carlos Community
Block 8 between Lot 17 and Lots 18-21
Recorded in Volume 5 Pg 1-2

AI-1195

10.B.

**Approval of Improvements on FM 2061
CC REGULAR**

Date: 11/21/2006
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Agenda Item

CAPTION

Concurrence of approval of the Texas Department of Transportation Proposed Improvement on FM 2061-Limits from 1.80 Miles south of Ridge Road to FM 3072.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Jackson Road](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/17/2006 03:33 PM	APRV
2	Purchasing Department			NEW
3	Auditor's Office			
4	Agenda Coordinator			

Form Started By: Sandra Garcia

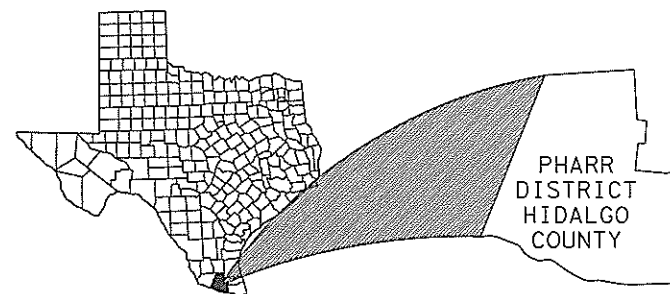
Started On: 11/15/2006 10:51 AM

Final Approval Date:

FILE: \AVO\18246\VP-Proj25sep03\, DGN=COVER246.dgn, REF= 109CNTY.DGN,

FM 2061 (1939-02-019)

COUNTY: HIDALGO PROJECT NO. FM 2061
DATE ACCEPTED: _____
DATE: _____



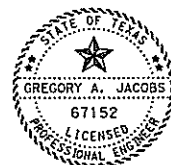
CONSTRUCTION AND REHABILITATION OF EXISTING ROAD CONSISTING OF:
GRADING, LIME TREATED SUBGRADE, FLEXIBLE BASE, ASPHALTIC CONCRETE
PAVEMENT, CURB AND GUTTER, BRIDGE WIDENING, STORM SEWERS AND
DRAINAGE STRUCTURES, IRRIGATION MODIFICATIONS, TRAFFIC SIGNAL
MODIFICATIONS, PAVEMENT MARKINGS AND SIGNING.

SEE SHEET NO. 2 FOR INDEX OF SHEETS

THE STANDARD SHEETS 52-78, 80-87, 130-144, 184,
186-193, 195, 197-198, 257-261, 274-288, 298-299
HAVE BEEN SELECTED BY ME OR UNDER MY
RESPONSIBLE SUPERVISION AS BEING APPLICABLE
TO THIS PROJECT.

12-6-05
DATE

GREG JACOBS

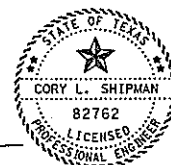


THE STANDARD SHEETS 225-226

HAVE BEEN SELECTED BY ME OR UNDER MY
RESPONSIBLE SUPERVISION AS BEING APPLICABLE
TO THIS PROJECT.

12-6-05
DATE

Cory L. Shipman



THE STANDARD SHEETS 232-237, 239-240,
242-243, 245, 247
HAVE BEEN SELECTED BY ME OR UNDER MY
RESPONSIBLE SUPERVISION AS BEING APPLICABLE
TO THIS PROJECT.

12-13-05
DATE

Donald R. Glenn



STATE OF TEXAS TEXAS DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED STATE HIGHWAY IMPROVEMENT

FEDERAL AID PROJECT

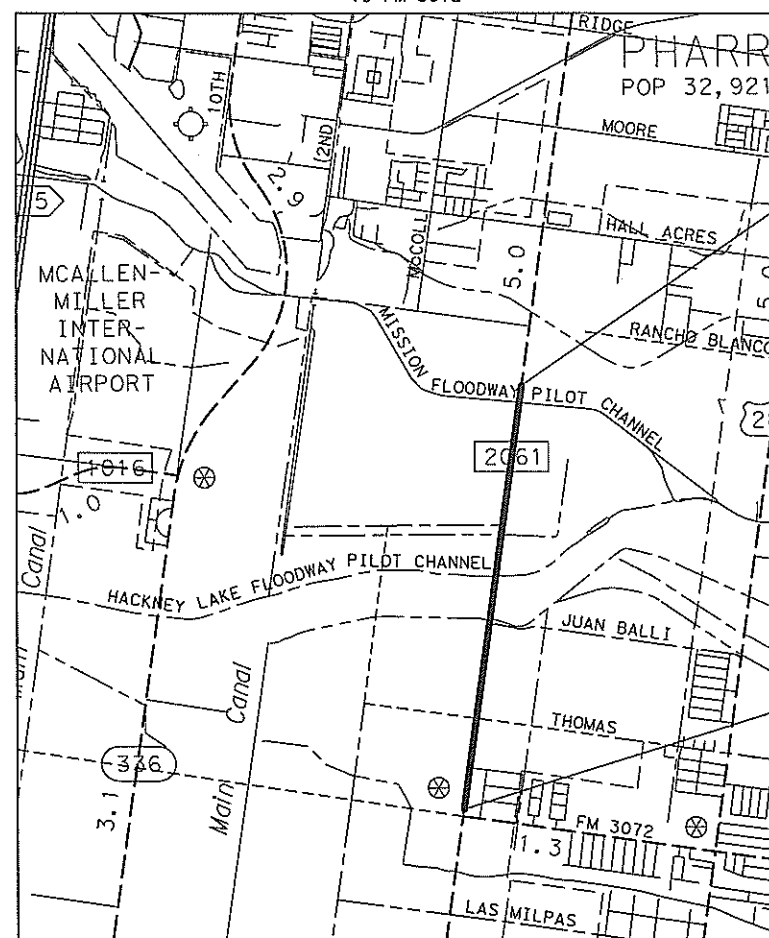
CSJ: 1939-02-019

HIDALGO COUNTY
FM 2061

LIMITS: FROM 1.80 MILES SOUTH OF RIDGE ROAD
TO FM 3072

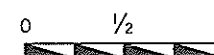
NET LENGTH OF PROJECT

CSJ	ROADWAY	BRIDGE	LENGTH	
	FEET	FEET	FEET	MILES
1939-02-019	11,060.56	360.00	11,420.56	2.163



BEGIN PROJECT
CONTROL: 1939-02-019
STA 150+50.00
REF. MK.: 726+0.118=
PROJECT: 2000 (944) HES
CONTROL: 1939-02-020
(COMPLETED)

END PROJECT
CONTROL: 1939-02-019
STA 264+70.56
REF. MK.: 728+0.281=
PROJECT: 2000 (32) MM
CONTROL: 1939-02-015
(COMPLETED)



SCALE IN MILES

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FED. ROAD DIV. NO.	STATE	FED. PROJECT NO.	SHEET NO.
6	TEXAS		1
STATE DIST.	COUNTY	STATE CONTROL NO.	HIGHWAY NO.
PHARR	HIDALGO	1939-02-019	FM 2061

FINAL PLAN DATA :

FINAL CONTRACT PRICE: _____
CONTRACTOR'S NAME: _____
CONTRACTOR ADDRESS: _____
LETTING DATE: _____
DATE WORK BEGAN: _____
DATE WORK COMPLETED: _____
DATE OF ACCEPTANCE: _____

CHANGE ORDERS & SUPP. AGREEMENTS

ALL CONSTRUCTION WORK WAS PERFORMED IN
ACCORDANCE WITH THE PLANS, SPECIFICATIONS
AND CONTRACT. ALL PROPOSED CONSTRUCTION
WAS COMPLETED UNLESS OTHERWISE NOTED.

HECTOR GONZALEZ JR., P.E. DATE
AREA ENGINEER

LOCAL ENTITIES

HIDALGO COUNTY DATE: _____
CONCURRENCE : _____

NAME TITLE

CITY OF PHARR DATE: 10/24/06

CONCURRENCE : _____

NAME TITLE

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 DATE: _____

CONCURRENCE : _____

NAME TITLE

HIDALGO COUNTY IRRIGATION DISTRICT No. 2 DATE: 12/21/05

CONCURRENCE : _____

NAME TITLE

SONNY HINOSUA GEN. MGR.

NO TOLR INSPECTION REQUIRED

PROJECT DATA

DESIGN SPEED: 55 MPH

EXCEPTIONS: NONE

EQUATIONS: NONE

RAILROAD: NONE

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT
OF TRANSPORTATION ON JUNE 1, 2004 AND
SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS
SHALL GOVERN ON THIS PROJECT. **SPECIAL LABOR
PROVISIONS FOR STATE PROJECTS**
(000-007).



TEXAS DEPARTMENT OF TRANSPORTATION

SUBMITTED FOR LETTING : _____

AREA ENGINEER

RECOMMENDED FOR LETTING : _____

DISTRICT ENGINEER

APPROVED FOR LETTING : _____

DIRECTOR, TRAFFIC OPERATIONS DIVISION

APPROVED FOR LETTING : _____

DIRECTOR, DESIGN DIVISION

AI-1231

11.A.

**Budget Amendment - Pct 1
CC REGULAR**

Date: 11/21/2006
Submitted By: Veronica Ramirez, COMM. PCT. #1
Submitted For: Noe Montez
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Agenda Item

CAPTION

Approval of Budget Amendment for Fund 1201 and Fund 1315 "TXDOT PROJECT - \$15,804.00

BACKGROUND

This budget amendment sets up the Fund 1315 to account for TXDOT project FM 1422 Willacy Main Canal Bridge

Revenue & Expenditures

Attachments

Link: [TxDot Pct #1](#)

Link: [TxDot - Pct #1 Agenda Request](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/16/2006 05:11 PM	APRV
2	Sergio Cruz	Sergio Cruz	11/17/2006 11:17 AM	APRV
3	Purchasing Department	Marty Salazar	11/17/2006 11:43 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 02:29 PM	APRV
5	Agenda Coordinator	Monica Badillo	11/17/2006 03:05 PM	APRV

Form Started By: Veronica Ramirez
Started On: 11/16/2006 03:24 PM

Final Approval Date: 11/17/2006

ATTEST COUNTY COURT

**HIDALGO COUNTY COMMISSIONER'S COURT
AGENDA REQUEST FORM**

**SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1
"EXHIBIT A"**

NO. _____

DATE: November 16, 2006 MEETING DATE REQUEST: November 21, 2006
DEADLINE FOR ACTION: A.S.A.P. CONTACT PERSON: COMM. SYLVIA S. HANDY
DEPARTMENT: PRECINCT #1 PHONE: 956-968-8733 FAX: 956-973-7804
DEPT. HEAD/OFFICIAL SIGNATURE: _____ NOE MONTEZ

CAPTION:

REGULAR AGENDA

1. Approval of Budget Amendment for Fund 1201 and Fund 1315 "TXDOT PROJECT - \$15,804.00

BACKGROUND:

This budget amendment sets up the Fund 1315 to account for TXDOT project FM 1422 Willacy Main Canal Bridge

BUDGETARY IMPACT:

(Briefly summarize your request, if needed use separate sheet(s) or attach supporting documentation)

PLEASE INITIAL FOR APPROVAL:

Legal Counsel _____ Budget _____ Human Resources _____

Dept./Fund No: _____ Amt. Expended _____ Fnds/Staffing Budget Budgeted: Yes _____ No _____

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

COMMENTS:

ACTION TAKEN BY COMMISSIONER'S COURT:

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

AI-1256

12.A.

**Pct#4 - EDP Grant
CC REGULAR**

Date: 11/21/2006
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Precinct #4

Agenda Item

CAPTION

Authorization to apply for Economic Development Planning Grant to U.S. Department of Commerce - Economic Development Administration (EDA).

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/17/2006 03:08 PM	APRV
2	Purchasing Department			NEW
3	Auditor's Office			
4	Agenda Coordinator			

Form Started By: Sergio Cruz

Started On: 11/17/2006 02:54 PM

Final Approval Date:

AI-1178

13.A.5.

**REQ. OF PAYMENT-ROFA ARCHITECTS-KMART BUILDING C1
CC REGULAR**

Date: 11/21/2006

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Approval of Request for Payment Invoice No. 25004.05 in the amount of \$6,517.00 from Rike Ogden Figueroa Allex Architects, awarded architect for the "**Renovation of Hidalgo County Building formerly known as the K-Mart Building.**" **C-05-090-08-23**

BACKGROUND

Invoice No. 25004.05

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1301-415-00-120-007-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO 562445 Avail. Bal. \$44,179.04

Attachments

Link: [Invoice No. 25004.05 Kmart Bldg](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/16/2006 02:10 PM	APRV
2	Budget & Management	Dina Trevino	11/16/2006 03:24 PM	APRV
3	Sergio Cruz	Sergio Cruz	11/17/2006 10:49 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 02:21 PM	APRV
5	Arcy Duran	Arcilia Duran	11/20/2006 09:31 AM	APRV
6	Joy Hsu	Joy Hsu	11/20/2006 09:59 AM	APRV
7	Linda Fong			NEW
8	Arcy Duran			
9	Agenda Coordinator			

Form Started By: Rocio Villarreal

Started On: 11/14/2006 04:14 PM

Final Approval Date:



rofa
ogden
figueroa
allex

11/8/2006

INVOICE NO. 25004.05

Hidalgo County

Hidalgo County offices at the property formerly known as the Old K-Mart building

Project No. 25004

Bid construction price is \$ 3,250,000
 80% of A/E fee is \$ 156,000
 Negotiated construction contract is \$ 2,803,592
 20% of A/E fee is \$ 33,643

phase	percent of fee	fee	percent complete	A/E fee due	less previous A/E fee Invoices	=	balance due
Program & Schematic Design	15%	\$ 23,400	100%	\$ 29,250	\$ 29,250	=	\$ -
Design Development	20%	\$ 31,200	100%	\$ 39,000	\$ 39,000	=	\$ -
Construction Documents	40%	\$ 62,400	100%	\$ 78,000	\$ 78,000	=	\$ -
Bidding	5%	\$ 7,800	100%	\$ 9,750	\$ 9,750	=	\$ -
Construction	20%	\$ 33,643	47.57%	\$ 16,004	\$ 9,487	=	\$ 6,517
Basic A/E Services Total	100%	\$ 158,443	89.51%	\$ 172,004	\$ 165,487	=	\$ 6,517

Reimbursable Expenses

Printing contract documents - five owners' sets no charge \$ - - \$ - = \$ -
 Printing contract documents (72 sets) \$ 4,070 - \$ 4,070 = \$ (0)
 Texas Department of Licensing and Regulation \$ 1,227 - \$ 1,226 = \$ 1

Reimbursable Expenses Total

\$ 5,296 - \$ 5,296 = \$ 0

Total

\$ 177,300 - \$ 170,783 = \$ 6,517

Architectural/ Engineering fee balance due

= \$ 6,517

GOOD SERVICES RECEIVED BY:

ON 11-9-06

INVOICE RECEIVED BY:

ON 11-9-06

6-1301-415-00-120-007-0-720

\$ 6,517.00

X

AI-1185

13.A.7.

**REQ. OF PAYMENT-ROFA ARCHITECTS-NEW ADULT PROBATION C1
CC REGULAR**

Date: 11/21/2006

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Approval of Request for Payment Invoice No. 24032PMT09 in the amount of \$2,840.21 from Rike Ogden Figueroa Allex Architects, contracted architect for the, "**New Adult Probation.**" **C-04-303-11-09**

BACKGROUND

Invoice No. 24032PMT09

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1301-423-20-320-017-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

PO 556501 Available Bal. \$35,012.31

Attachments

Link: [Invoice No. 24032PMT09](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/16/2006 02:11 PM	APRV
2	Budget & Management	Dina Trevino	11/16/2006 03:26 PM	APRV
3	Sergio Cruz	Sergio Cruz	11/17/2006 11:07 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 02:22 PM	APRV
5	Arcy Duran	Arcilia Duran	11/20/2006 09:32 AM	APRV
6	Joy Hsu			NEW
7	Agenda Coordinator			

Form Started By: Rocio Villarreal

Started On: 11/15/2006 09:37 AM

Final Approval Date:



rofa
architects
figueroa
calle

11/8/2006

INVOICE 24032PMT09

Hidalgo County

New Adult Probation Offices

Project No. 24032

General construction contract

equals \$ 2,996,000.00

phase	percent of fee	percent complete	A/E fee due	-	less previous INVOICES	=	balance due
Program & Schematic Design	15%	100%	\$ 26,964.00	-	\$ 26,964.00	=	\$ -
Design Development	20%	100%	\$ 35,952.00	-	\$ 35,952.00	=	\$ -
Construction Documents	40%	100%	\$ 71,904.00	-	\$ 71,904.00	=	\$ -
Bidding	5%	100%	\$ 8,988.00	-	\$ 8,988.00	=	\$ -
Construction	20%	87.1%	\$ 31,314.19	-	\$ 28,473.98	=	\$ 2,840.21
Basic A/E Services Total			\$ 175,122.19	-	\$ 172,281.98	=	\$ 2,840.21

Reimbursable Expenses

Printing contract documents

\$ 5,355.60 - \$ 5,355.60 = \$ -

Raba-Kistner

\$ 2,400.00 - \$ 2,400.00 = \$ -

Texas Department of Licensing and Regulation

\$ 1,115.00 - \$ 1,115.00 = \$ -

Reimbursable Expenses Total**\$ 8,870.60 - \$ 8,870.60 = \$ -****Total****\$ 183,992.79 - \$ 181,152.58 = \$ 2,840.21**

Architectural/ Engineering fee balance due

= \$ 2,840.21

PO# 556501
GOOD SERVICES RECEIVED BY:

JC ON 11-9-06

INVOICE RECEIVED BY:

BC ON 11-9-06

6-1301-425-20-320-017-07

\$12,840.21

X

AI-1159

13.A.9.

**Uniforms/Clothing
CC REGULAR**

Date: 11/21/2006

Submitted By: Roli Flores, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Requesting authority to award bid and approval of contract to multiple bidders meeting all requirements and/or specifications for "Uniforms/Clothing" project identified in Attachment "A".

BACKGROUND

1. Letter of Recommendation
2. Attachment "A" Tabulation
3. Draft Contract

Revenue & Expenditures

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

61100421002910010605 pct 1	-- funds available \$14.20 as of 11-15-06
61100421002930010605 pct3	-- funds available \$72.00 as of 11-15-06
61100421002940010605 pct4	-- funds available \$810.00 as of 11-15-06
61100421002950010605 pct5	-- funds available \$2,181.87 as of 11-15-06
61100421002800010605 sheriff's office	-- funds available \$10,196.20 as of 11-15-06
61100423212800020605 sheriff's office	-- funds available \$10,045.20 as of 11-15-06

Attachments

Link: [uniform clothing backup](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/14/2006 04:17 PM	APRV
2	Budget & Management	Dina Trevino	11/14/2006 05:00 PM	APRV
3	Mario Betancourt	Mario Betancourt	11/17/2006 10:02 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 10:35 AM	APRV
5	Mario Betancourt	Mario Betancourt	11/17/2006 11:14 AM	APRV
6	Agenda Coordinator	Monica Badillo	11/17/2006 01:42 PM	APRV

Form Started By: Roli Flores

Started On: 11/14/2006 10:05 AM

Final Approval Date: 11/17/2006



HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

MEMORANDUM

TO: Mr. Roli Flores, Purchasing Agent
Hidalgo County Purchasing Department

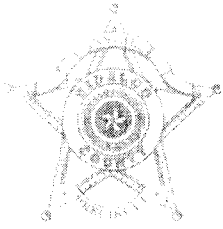
FROM: Guadalupe "Lupe" Treviño
Hidalgo County Sheriff

DATE: November 13, 2006

RE: Bid No. 2006-284-10-25-ROL
Uniforms/Clothing

We have reviewed Bid No. 2006-284-10-25-ROL in reference to Uniforms/Clothing. We are recommending acceptance of the listed vendors "Lone Star Uniforms, Uniforms of Texas and Boots & Jeans" meeting all specifications.

For any additional information please contact Lieutenant R. Ozuna telephone number (956) 393-6151.



HIDALGO COUNTY CONSTABLE DEPARTMENT PRECINCT 1
1902 JOE STEPHENS, SUITE 303, WESLACO, TX 78596
PHONE (956) 447-3775 * FAX (956) 447-8614

MEMORANDUM

TO: Roli Flores, Buyer
Hidalgo County Purchasing Department

FROM: Joel Rivera
Hidalgo County Constable, Pct. 1

DATE: November 1, 2006

RE: BID NO. 2006-284-10-25-ROL RECOMMENDATION

Roli,
We have reviewed the documents attached in your October 26, 2006 memorandum titled in "Uniform Clothing". We hereby recommend the contract be awarded to Lone Star Uniforms as in the past they have provided us with exceptional service. Should you have any questions or concerns, please contact us.

Thank You,

Joel Rivera

xc: files



CONSTABLE PRECINCT 3

LAZARO "LARRY" GALLARDO, JR.

November 8, 2006

To: Roli Flores, Buyer
Hidalgo County Purchasing Department

From: Constable Lazaro Gallardo, Jr.
Hidalgo County Precinct 3

Re: BID NO. 2006-284-10-25-ROL
BID- "Uniforms / Clothing"

Mr. Flores,

We have reviewed the documents attached in your memorandum dated October 26, 2006. We hereby recommend the contract be awarded to Lone Star Uniforms, for in the past they have provided exceptional service to our agency. If you should have any questions, please feel free to contact my office.

Thank you,

Lazaro Gallardo, Jr.

HIDALGO COUNTY CONSTABLE PCT.5
708 E. EDINBURG AVE SUITE A
ELSA, TEXAS 78543

TO: Roli Flores, Buyer
Hidalgo County Purchasing Dept.

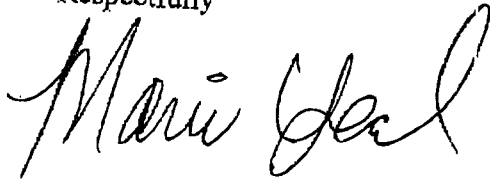
From: Mario Leal, Chief Deputy

Date: October 30, 2006

Re: BID NO. 2006-284-10-25-ROL
BID- "Uniforms/Clothing"

I am recommending Bid No. 2006-284-10-25-ROL, it's meets our requirements.
If you have any questions please feel free to contact me. Thank you!

Respectfully

A handwritten signature in black ink, appearing to read "Mario Leal". The signature is fluid and cursive, with the first name "Mario" and last name "Leal" clearly distinguishable.

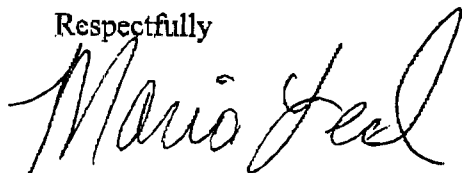
Mario Leal, Chief Deputy
Constable Office Pct. 5

**HIDALGO COUNTY CONSTABLE PCT.5
708 E. EDINBURG AVE SUITE A
ELSA, TEXAS 78543**

DATE: November 13, 2005
TO: Roli Flores
FROM: Mario Leal Chief Deputy
RE: Uniforms

Mr. Flores, I Mario Leal Chief Deputy recommended Lones ar Uniforms to continue being a County vendor, for the reason that we get our uniforms from them all the time. We had never had any problems with them in the past. If you have any questions please call my office thank you.

Respectfully

A handwritten signature in black ink, appearing to read "Mario Leal", written in a cursive style.

Mario Leal, Chief Deputy
Constable Office Pct.5

Hidalgo County
"Uniform/Clothing"
Bid No.06-284-10-25-ROL

LONE STAR UNIFORMS- AWARDED ITEMS
"ATTACHMENT A"

Item	Description	Price	Receiving Dept
01.	Short Sleeve Shirts (Men/Women)	\$35.00	Constable Precinct No. 1
02.	Long Sleeve Shirts (Men/Women)	\$37.00	Constable Precinct No. 1
03.	Duty Trouser (Men/Women)	\$35.00	Constable Precinct No. 1
04.	Tactical Short Sleeve Shirt (Men/Women)	\$33.95	Constable Precinct No. 1
05.	Tactical Long Sleeve Shirt (Men/Women)	\$38.95	Constable Precinct No. 1
06.	Tactical Duty Trouser (Men/Women)	\$39.90	Constable Precinct No. 1
07.	Trouser	\$18.50	Constable Precinct No. 1
08.	Jacket	\$89.00	Constable Precinct No. 1
09.	Long Sleeve Shirt (Men/Women)	\$37.00	Constable Precinct No. 2
10.	Short Sleeve Shirt (Men/Women)	\$35.00	Constable Precinct No. 2
11.	Duty Trouser (Men/Women)	\$35.00	Constable Precinct No. 2
12.	Jacket	\$89.00	Constable Precinct No. 2
13.	Battle Dress Uniform (pants only) (Men/Women)	\$29.90	Constable Precinct No. 2
14.	Short Sleeve Shirt (Men/Women)	\$35.00	Constable Precinct No. 3
15.	Long Sleeve Shirt (Men/Women)	\$37.00	Constable Precinct No. 3
16.	Duty Trouser (Men/Women)	\$35.00	Constable Precinct No. 3
17.	Jacket	\$89.00	Constable Precinct No. 3
18.	Long Sleeve Shirt (Men/Women)	\$37.00	Constable Precinct No. 4
19.	Short Sleeve Shirt (Men/Women)	\$35.00	Constable Precinct No. 4
20.	Duty Trouser (Men/Women)	\$35.00	Constable Precinct No. 4
21.	Jacket	\$89.00	Constable Precinct No. 4
22.	Short Sleeve Shirt (Men/Women)	\$35.00	Constable Precinct No. 5
23.	Long Sleeve Shirt (Men/Women)	\$37.00	Constable Precinct No. 5
24.	Duty Trouser (Men/Women)	\$35.00	Constable Precinct No. 5
25.	Jacket	\$89.00	Constable Precinct No. 5
26.	Polo Shirt (Men/Women)	\$35.00	Constable Precinct No. 5
27.	Tactical Shorts (Men/Women)	\$37.00	Constable Precinct No. 5
28.	Tactical Pant (Men/Women)	\$39.00	Constable Precinct No. 5
29.	Investigator Raid Jacket	\$35.00	Sheriff's Office
30.	Long Sleeve Shirt	\$59.95	Sheriff's Office
31.	Short Sleeve Shirt	\$53.95	Sheriff's Office
32.	Four Pocket Trouser	\$63.95	Sheriff's Office
33.	Tactical Outershell	\$115.00	Sheriff's Office

Hidalgo County
"Uniform/Clothing"
Bid No. 06-284-10-25-ROL
UNIFORMS OF TEXAS- AWARDED ITEMS
"ATTACHMENT A"

Item	Description	Price	Requesting Dept.
01.	Raincoat	\$14.00	Sheriff's Office
02.	Gloves	\$24.60	Sheriff's Office
03.	Khaki Work Shirt	\$14.00	Sheriff's Office
04.	BDU Pant	\$22.90	Sheriff's Office
05.	BDU Shirt	\$22.90	Sheriff's Office
06.	BDU Shirt (S.E.R.T.)	\$22.90	Sheriff's Office
07.	BDU Shirt	\$22.90	Sheriff's Office

Hidalgo County
"Uniform/Clothing"
Bid No. 06-284-10-25-ROL

BOOTS & JEANS AWARDED ITEMS
"ATTACHMENT A"

Item	Description	Price	Requesting Dept
01.	Hats	\$32.00	Sheriff's Office

REQUIREMENTS AGREEMENT
C-06-284-10-25ROL

THIS AGREEMENT (the "Agreement") is entered into effective as of, 2005 by and between Company a Corporation ("Seller") and Hidalgo County ("Department") Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "**PROJECT DESCRIPTION**" as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products that Buyer may require for use by Buyer in County Wide projects for a period of one(1) year from date of award with the County's option to extend the contract for an additional one (1) year based on prior year's performance evaluation and contingent upon cost remaining unchanged, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

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

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

Company
Attn:
Address
City, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the

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

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

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

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

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

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

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo

County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

Juan D. Salinas III, County Clerk

Company

By Printed Name: _____ :
Title: _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By _____

AI-1132

13.A.10.

**Voluntary Products
CC REGULAR**

Date: 11/21/2006

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Gricelda Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

A. Presentation by Mr. William "Bill" Rusteberg, (Hidalgo County Section 125 Plan Consultant) the scoring and evaluation grid for the responses received in connection with Hidalgo County's Request for Proposals (RFP's) for : "Section 125 Voluntary Products" for the purposes of ranking and award by Hidalgo County Commissioner's Court;

B. Requesting authority for Purchasing Department, Consultant (Bill Rusteberg) and Legal Council to negotiate a final services contract (s) with the number one ranked vendor(s), for "Section 125 Plan Voluntary Products";

C. Modification to existing contract (C-05-158-11-22) with National Plan Administrators (NPA) to include clarification(s) of the fee(s) structure as attached on "Exhibit 1", with direction to NPA that all awarded voluntary products vendors inform all participating Hidalgo County (Departments, Programs)employees of the \$1 per month fee(s) for the plan year effective 2-1-07.

BACKGROUND

Note: Exhibit 1 is correspondence from Bill Rusteberg, Voluntary Plan Consultant detailing recommendation for award to NPA in 2005.

Revenue & Expenditures

Attachments

Link: [exhibit](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/14/2006 04:29 PM	APRV
2	Budget & Management	Dina Trevino	11/14/2006 04:57 PM	APRV
3	Sergio Cruz	Sergio Cruz	11/15/2006 10:52 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 08:40 AM	APRV
5	Agenda Coordinator	Monica Badillo	11/17/2006 01:42 PM	APRV

Form Started By: Gricelda Villarreal

Started On: 11/08/2006 09:36 AM

Final Approval Date: 11/17/2006

Insurance Advisory Group, Inc.

1010 East Tyler
Harlingen, Texas 78550
800-825-2306
Fax: 956-425-6502

"E X H I B I T - 1"

October 11, 2005

Ms. Marty Salazar, Purchasing Agent
Hidalgo County
100 East Cano
Edinburg, Texas 78539

Re: Section 125 Plan Administrator – Hidalgo County
Bid no: 05-158-07-27CGV

The County of Hidalgo has solicited proposals for a fee based Section 125 Cafeteria Plan Administrator to administer the County's Premium Only Section 125 Program.

Under IRC Section 125, employees may elect certain qualified insurance plans and pay for these plans on a pre-tax basis, through payroll deduction. Examples of qualified insurance plans include dental, vision, and group medical insurance.

Currently, Hidalgo County self administers their Section 125 Cafeteria Plan with assistance from the vendors of products previously approved by the Commissioners Court. Each vendor provides personnel for the annual open enrollment period and performs both the act of an Administrator for the Cafeteria Plan and enroller of insurance products. In addition, each vendor reports separately to the County of Hidalgo regarding billing statements, adjustments to billing statements, new employee enrollment forms, terminations, changes and/or additions to their eligibility format, which among the vendors is not a universal form or procedure.

The current system has proven to be inefficient. Hidalgo County has had to provide additional man hours to properly install the plan each plan anniversary. Some insurance policies applied for by the employees were either not issued (but payroll deductions were initiated), or were terminated (either by the insured or the County) with payroll deductions continued on these cancelled policies. This has put the County at risk. Without a central Cafeteria Plan Manager (Administrator) I believe these issues will continue to put the county at risk.

It is the intent of the County to seek an independent fee based administrator to act a general manager/administrator of the County's Cafeteria Plan. Current insurance vendors would remain in place. A fee based administrators will improve the program as follows:

1. The functions of the Administrator are separate from the acts of an agent selling insurance. By contracting with an independent fee based Administrator, the act of "enroller" versus "marketer" would be separate and distinct.

2. The Plan Administrator would be responsible for the following:

- A. Process and administer all new and existing payroll deductions with insurance companies for payroll deducted financial and insurance products.
- B. Relieve Payroll Department responsibility by providing consolidated monthly billing, including the plan recaps, which allows the Payroll Department to submit one check to the Plan Administrator for all payroll deducted products. The Plan Administrator will disburse appropriated amounts to individual carriers within two working days after receipt of funds.
- C. Act as County liaison for plan operations to assist with the resolution of employee participant, and administrative problems as they arise.
- D. Keep the County informed of all changes in both State and Federal laws and Regulations pertaining to Section 125 to assure that the County and its Plan remain in compliance.
- E. Conduct meetings and enrollments with all personnel in the County on determined days to educate and inform, answer questions, and give presentations on the Plan, its benefits, and products.
- F. Assure continuing compliance with the Internal Revenue Code and Department of Labor Regulations and Rules of the employer, including but not limited to, reviewing benefit election forms, plan documents, summary plan descriptions, plan changes and amendments, form 5500 (if applicable) and other IRS filings. Additionally, maintain all plan records in a fashion conducive to providing verification of plan compliance.
- G. Provide the County with all needed forms to facilitate plan operations and compliance.

The functions of the Administrator will provide more efficient management of the Program and will bring accountability to the process. Vendors of insurance products would continue to offer their products through the direction and management of the Plan Administrator.

As a result of the RPF, the County received one proposal. That proposal was from National Plan Administrators. Their proposal complies with the proposal specifications and is a complete offering of services requested.

The National Plan Administrator's fees for service include the following:

- Monthly fee for each participating employee	\$ 1.00
- Annual Enrollment fee per eligible employee	\$5.00
- Initial set up fee (one time only)	\$ 500.00
- Annual completion of IRS form 5500	\$ 300.00

National Plan Administrators Inc. has met with the Insurance Committee to go over their offer in detail, as well as had discussions with the County of Hidalgo IT Department to determine if their system is compatible with the Hidalgo County payroll system.

October 11, 2005

Recommendation:

We recommend that NPA be approved as the County of Hidalgo Section 125 Cafeteria Plan Administrator effective November 1, 2005. We recommend that the fees be paid as follows:

Monthly fee for each participating employee	Paid by employee
Annual enrollment fee	Paid by County
Initial set up fee	Paid by County
Annual completion of IRS form	Paid by County

Based on approximately 3,500 employees, the County's annual cost would be approximately \$17,800.

Sincerely

William Rusteberg
Risk Manager, Tx. Lic. #149261

AI-1157

13.A.11.

Cell phones

CC REGULAR

Date: 11/21/2006

Submitted By: Renan Ramirez, IT DEPARTMENT

Submitted For: Renan Ramirez

Department: IT DEPARTMENT

Agenda Item

CAPTION

A. Ratify list of cell phones marked for renewal of service under new contract and as attached hereto

B. Authorize the following cell phone service:

1. WIC - Mobile clinic, 400 min. plan
2. Emergency Management Coord. , 400 min. plan
3. County Auditor - Data Card

BACKGROUND

Revenue & Expenditures

Attachments

Link: [phone list](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/14/2006 02:12 PM	APRV
2	Sergio Cruz	Sergio Cruz	11/14/2006 02:31 PM	APRV
3	Purchasing Department	Marty Salazar	11/17/2006 11:40 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 02:19 PM	APRV
5	Arcy Duran	Arcilia Duran	11/20/2006 09:30 AM	APRV
6	Linda Fong			NEW
7	Sergio Cruz			
8	Agenda Coordinator			

Form Started By: Renan Ramirez

Started On: 11/13/2006 01:03 PM

Final Approval Date:

Account Number	Department Name	User Name	Plan Name	Plan Cost	Min/Mo
1100412000610010	JP PCT 1/PL 1	Gilberto Saenz	BE 400	\$ 42.00	400
1100412000680010	JP PCT 4/PL 2	Mary Alice Palacios	BE 3000	\$ 133.00	3000
1100414001300010	ELECTIONS DEPT	Technician	BE 400	\$ 42.00	400
1100414001300010	ELECTIONS DEPT	Rene Solis	BE 400	\$ 42.00	400
1100414001300010	ELECTIONS DEPT	Mike Ramirez	BE 400	\$ 42.00	400
1100414001300010	ELECTIONS DEPT	Teresa Navarro	BE 1000	\$ 59.00	1400
1100414001300010	ELECTIONS DEPT	Teresa Navarro	BE 400	\$ 42.00	400
1100415002000010	INFORMATION TECHNOLOGY	Juan De Leon	BE 1000	\$ 59.00	1000
1100415002000010	INFORMATION TECHNOLOGY	Carlos Garcia	BE 400	\$ 42.00	400
1100415002000010	INFORMATION TECHNOLOGY	Stan Ramos III	BE 1000	\$ 59.00	1000
1100415002000010	INFORMATION TECHNOLOGY	Cruz Quintana, Jr.	BE 1000	\$ 59.00	1000
1100415151400010	TAX OFF	Pablo Villarreal Jr.	BE 4000	\$ 165.00	4000
1100415151400010	TAX OFF	Armando Barrera Jr.	BE 400	\$ 42.00	400
1100415151400010	TAX OFF	David Juarez	BE 1000	\$ 59.00	1000
1100415151400010	TAX OFF	Martin Zepeda	BE 4000	\$ 165.00	4000
1100415181600010	PURCHASING	Office	BE 400	\$ 42.00	400
1100415181600010	PURCHASING	Purchasing Office	BE 400	\$ 42.00	400
1100415501900020	HUMAN RESOURCES	Esther A. Cortez	BE 1000	\$ 59.00	1000
1100419102100010	PLANNING DEPT	Raul E. Sesin	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Adrian Luna	BE 1000	\$ 59.00	1000
1100419402200010	GEN GOVT BLDG	Manuel Garcia	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	David Martinez	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Daniel Guerra	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Domingo Villalpando	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Joe Castillo	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Mike Cruz	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Javier Carreon	BE 1000	\$ 59.00	1000
1100419402200010	GEN GOVT BLDG	Mario Montes	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Daniel Flores	BE 1000	\$ 59.00	1000
1100419402200010	GEN GOVT BLDG	Martin Luna	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Irene Cantu	BE 1400	\$ 76.00	1400
1100419402200010	GEN GOVT BLDG	Seferino Garza	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Juan Rodriguez	BE 400	\$ 42.00	400
1100419402200010	GEN GOVT BLDG	Office Use	BE 400	\$ 42.00	400
1100419402200030	CRTHSE PK LOT	Rolando Gonzalez	BE 1400	\$ 76.00	1400
1100419402200030	CRTHSE PK LOT	Armando Lemus	BE 2000	\$ 91.00	2000
1100419402200030	CRTHSE PK LOT	Roberto Lugo Jr.	BE 1000	\$ 59.00	1000
1100419502300010	RISK MANAGEMENT	Lorenzo Ortiz	BE 1000	\$ 59.00	1000
1100419502300010	RISK MANAGEMENT	James Chris Trevino	BE 1000	\$ 59.00	1000
1100419502300010	RISK MANAGEMENT	Sergio Reyes	BE 400	\$ 42.00	400
1100419502300010	RISK MANAGEMENT	Rene Parrao	BE 1000	\$ 59.00	1000
1100419502300010	RISK MANAGEMENT	Armando Guzman	BE 1000	\$ 59.00	1000
1100419502300010	RISK MANAGEMENT	Adolfo Trevino	BE 400	\$ 42.00	400
1100419502300010	RISK MANAGEMENT	Darryn Caraveo	BE 1000	\$ 59.00	1000
1100419502300010	RISK MANAGEMENT	Pete Luna	BE 400	\$ 42.00	400

Account Number	Department Name	User Name	Plan Name	Plan Cost	Min/Mo
1100421001150280	TX ALCOHOLIC BEVERAGE COMM	Neva Saenz	BE 400	\$ 42.00	400
1100421001150280	TX ALCOHOLIC BEVERAGE COMM	Aida I Cantu	BE 1000	\$ 59.00	1000
1100421001150280	TX ALCOHOLIC BEVERAGE COMM	Mario Villarreal	BE 3000	\$ 133.00	3000
1100421001150280	TX ALCOHOLIC BEVERAGE COMM	Charlotte Knox	BE 400	\$ 42.00	400
1100421001150280	TX ALCOHOLIC BEVERAGE COMM	Oliver Ochoa Jr.	BE 2000	\$ 91.00	2000
1100421002930010	CONSTABLE PCT.3	Rafael Ochoa Jr.	BE 1400	\$ 76.00	1400
1100421002930010	CONSTABLE PCT.3	David Munoz	BE 1000	\$ 59.00	1000
1100421002930010	CONSTABLE PCT.3	Raquel V. Cavazos	BE 2000	\$ 91.00	2000
1100422103000010	FIREFIGHTING	Victor Fonseca Jr.	BE 1000	\$ 59.00	1000
1100422103000010	FIREFIGHTING	Wesley D. Bradley	BE 1000	\$ 59.00	1000
1100422103000010	FIREFIGHTING	Juan G. Martinez	BE 1000	\$ 59.00	1000
1100422103000010	FIREFIGHTING	Marco Romero	BE 400	\$ 42.00	400
1100422103000010	FIREFIGHTING	Javier Garcia	BE 400	\$ 42.00	400
1100432001230010	SANITATION PCT.3	George O'Cana	BE 1000	\$ 59.00	1000
1200413001150420	COLONIA ACCESS PRG	Agapito Vargas	BE 1000	\$ 59.00	1000
1200431002600010	RIGHT OF WAY	Jaime Salinas	BE 400	\$ 42.00	400
1200431002600010	RIGHT OF WAY	J. Benito Rodrigues	BE 1000	\$ 59.00	1000
1200431002600010	RIGHT OF WAY	Guadalupe Rodríguez	BE 400	\$ 42.00	400
1202431001220050	PCT.2 RD-ADM	Paulino Rivera	BE 1000	\$ 59.00	1000
1202431001220050	PCT.2 RD-ADM	Carlos Contreras	BE 400	\$ 42.00	400
1202431001220050	PCT.2 RD-ADM	Roque Cavazos	BE 1000	\$ 59.00	1000
1202431001220050	PCT.2 RD-ADM	Ricardo Cuellar	BE 1400	\$ 76.00	1400
1202431001220050	PCT.2 RD-ADM	Luis Garza	BE 400	\$ 42.00	400
1203431001230040	PCT.3 RD-ADM	Enrique Chavez	BE 2000	\$ 91.00	2000
1203431001230040	PCT.3 RD-ADM	Domingo Villarreal	BE 3000	\$ 133.00	3000
1203431001230040	PCT.3 RD-ADM	Alvin Patina II	BE 400	\$ 42.00	400
1203431001230040	PCT.3 RD-ADM	Sabas Sandoval	BE 400	\$ 42.00	400
1203431001230040	PCT.3 RD-ADM	Gilberto Cavazos	BE 1000	\$ 59.00	1000
1203431001230040	PCT.3 RD-ADM	Daniel Hernandez	BE 1400	\$ 76.00	1400
1203431001230040	PCT.3 RD-ADM	Marcello Garza	BE 2000	\$ 91.00	2000
1203431001230040	PCT.3 RD-ADM	Mona Parras	BE 400	\$ 42.00	400
1203431001230040	PCT.3 RD-ADM	Jesus Vela	BE 2000	\$ 91.00	2000
1204431001240070	PCT.4 P/U RD	Juan M. Carranza	BE 1000	\$ 59.00	1000
1204431001240070	PCT.4 P/U RD	Roberto Andrade	BE 400	\$ 42.00	400
1204431001240070	PCT.4 P/U RD	Danny Hernandez	BE 400	\$ 42.00	400
1213452001230080	PARKS PCT.3	Sergio H. Saenz	BE 1000	\$ 59.00	1000
1214452001240090	PARKS PCT.4	Jaime Guerra	BE 400	\$ 42.00	400
1223412000800070	DA INVESTIGATION HB65	Charlie Vela	BE 2000	\$ 91.00	2000
1223412000800070	DA INVESTIGATION HB65	Jorge Salazar	BE 1400	\$ 76.00	1400
1223412000800070	DA INVESTIGATION HB65	Roy Cazares	BE 400	\$ 42.00	400
1223412000800070	DA INVESTIGATION HB65	Joe Segundo	BE 400	\$ 42.00	400
1292441003500016	WIC ADM	WIC Mobile	BE 2000	\$ 91.00	2000
1292441003500016	WIC ADM	Norma L. Longoria	BE 400	\$ 42.00	400
1292441003500016	WIC ADM	Blanca Castilla	BE 400	\$ 42.00	400
1292441003500016	WIC ADM	Clarissa Ramirez	BE 400	\$ 42.00	400

Account Number	Department Name	User Name	Plan Name	Plan Cost	Min/Mo
1293441003400136	HEALTH CLINICS	Fernando Martinez	BE 400	\$ 42.00	400
1293441003400136	HEALTH CLINICS	Lilibeth Garcia	BE 400	\$ 42.00	400
1293441003400136	HEALTH CLINICS	Nina Worley	BE 1000	\$ 59.00	1000
1293441003400136	HEALTH CLINICS	Minerva Carranza	BE 400	\$ 42.00	400
1293441003400136	HEALTH CLINICS	Juan Roel Torres	BE 400	\$ 42.00	400
1293441003400136	HEALTH CLINICS	Lucila Vargas	BE 400	\$ 42.00	400
6121245200122000	PCT.2 PARKS	Armando Rivera	BE 400	\$ 42.00	400

AI-1180
Uniforms
CC REGULAR

13.A.12.

Date: 11/21/2006

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) for the purchase of Uniforms and/or Accessories with:

1. MCM Sporting Goods, Inc.
2. Duratex Uniforms & Embroidery
3. Uniforms of Texas
4. LoneStar Uniforms, Inc.
5. Leslee Scott, Inc.

BACKGROUND

Renewal will be under the same rates, terms and conditions

Revenue & Expenditures

Attachments

Link: [Uniforms](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/15/2006 02:44 PM	APRV
2	Budget & Management	Dina Trevino	11/16/2006 09:09 AM	APRV
3	Ana Galvan	Anna Galvan	11/16/2006 11:32 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 09:08 AM	APRV
5	Agenda Coordinator	Monica Badillo	11/17/2006 01:43 PM	APRV

Form Started By: Mary Maldonado

Started On: 11/15/2006 08:07 AM

Final Approval Date: 11/17/2006



PURCHASING DEPARTMENT
County Of Hidalgo

November 14, 2006

Mr. Jorge Garza
MCM Sporting Goods, Inc.
1302 N. Conway
Mission, Texas 78572

Via Fax (956) 581-1685

Re Hidalgo County - Purchase of Uniforms and/or Accessories - C-06-100A-05-02

Dear Mr. Ayala:

Please be advised, Hidalgo County will be requesting permission from Hidalgo County Commissioners' Court at the regular meeting on Tuesday, November 21, 2006, to exercise the county's option to extend the contract for one (1) additional year (as stated in the current contract) under the same rates, terms, and conditions. Commencement date (if approved) will become effective as of January 1, 2006. Please acknowledge receipt of notice by signing below and returning to the Purchasing Department by no later than, Friday, November 17, 2006, 5:00 p.m., via facsimile to (956) 956-318-2629.

AUTHORIZED SIGNATURE: _____

TITLE: _____

Comments (If any):

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Mary A. Maldonado
Mary A. Maldonado
Hidalgo County Contracts Manager

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629



PURCHASING DEPARTMENT
County Of Hidalgo

November 14, 2006

Mr. Evan B. Trommer
Leslee Scott, Inc.
1631 West 2550 South
Ogden, UT 84401

Via Fax (801) 622-5895

Re: Hidalgo County – Purchase of Uniforms and/or Accessories - C-06-100-05-02

Dear Mr. Trommer:

Please be advised, Hidalgo County will be requesting permission from Hidalgo County Commissioners' Court at the regular meeting on Tuesday, November 21, 2006, to exercise the county's option to extend the contract for one (1) additional year (as stated in the current contract) under the same rates, terms, and conditions. Commencement date (if approved) will become effective as of January 1, 2007. Please acknowledge receipt of notice by signing below and returning to the Purchasing Department by no later than, Friday, November 17, 2006, 5:00 p.m., via facsimile to (956) 956-318-2629.

AUTHORIZED SIGNATURE: _____

TITLE: _____

Comments (If any):

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Mary A. Maldonado
Hidalgo County Contracts Manager



PURCHASING DEPARTMENT
County Of Hidalgo

November 14, 2006

Mr. David Mitrani
LoneStar Uniforms, Inc.
8430 N. Sam Houston Parkway
Houston, Texas 77064

Via Fax (832) 237-8008

Re: Hidalgo County – Purchase of Uniforms and/or Accessories - C-06-100B-05-02

Dear Mr. Mitrani:

Please be advised, Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, November 21, 2006 to exercise the county's option to extend the contract for one (1) additional year (as stated in the current contract) under the same rates, terms, and conditions. Commencement date (if approved) will become effective as of January 1, 2007. Please acknowledge receipt of notice by signing below and returning to the Purchasing Department by no later than, Friday, November 17, 2006, 5:00 p.m., via facsimile to (956) 956-318-2629.

AUTHORIZED SIGNATURE: _____

TITLE: _____

Comments (If any):

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Mary A. Maldonado
Hidalgo County Contracts Manager



PURCHASING DEPARTMENT
County Of Hidalgo

November 14, 2006

Mr. Hector Ayala
Uniforms of Texas.
6601 Montana Suite B&C
El Paso, Texas 79925

Via Fax (915) 843-6601

Re: Hidalgo County – Purchase of Uniforms and/or Accessories - C-06-100D-05-02

Dear Mr. Ayala:

Please be advised, Hidalgo County will be requesting permission from Hidalgo County Commissioners' Court at the regular meeting on Tuesday, November 21, 2006, to exercise the county's option to extend the contract for one (1) additional year (as stated in the current contract) under the same rates, terms, and conditions. Commencement date (if approved) will become effective as of January 1, 2007. Please acknowledge receipt of notice by signing below and returning to the Purchasing Department by no later than, Friday, November 17, 2006, 5:00 p.m., via facsimile to (956) 956-318-2629.

AUTHORIZED SIGNATURE: _____

TITLE: _____

Comments (If any):

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Mary A. Maldonado
Hidalgo County Contracts Manager



PURCHASING DEPARTMENT
County Of Hidalgo

November 14, 2006

Ms Lerla Tuene
Duratex Uniforms & Embroidery
1700 N. 10th. St. Suite J
McAllen, Texas 78501

Via Fax (956) 631-3692

Re: Hidalgo County – Purchase of Uniforms and/or Accessories - C-06-100C-05-02

Dear Ms. Tuene:

Please be advised, Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, November 21, 2006 to exercise the county's option to extend the contract for one (1) additional year (as stated in the current contract) under the same rates, terms, and conditions. Commencement date (if approved) will become effective as of January 1, 200 . Please acknowledge receipt of notice by signing below and returning to the Purchasing Department by no later than, Friday, November 17, 2006, 5:00 p.m., via facsimile to (956) 956-318-2629.

AUTHORIZED SIGNATURE: _____

TITLE: _____

Comments (If any):

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Mary A. Maldonado
Hidalgo County Contracts Manager

AI-1193
CC Regular Agenda
CC REGULAR

13.A.13.

Date: 11/21/2006
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Agenda Item

CAPTION

A. Requesting authority to purchase computer equipment and peripherals from CDW Government through State of Texas DIR program for Requisition #98983 (Tax Office) for a total of \$7,091.31

B. Requesting authority to purchase computer equipment and peripherals from Dell Marketing through State of Texas DIR program for Requisition #100151 (IT Dept.) for a total of \$11,959.92

C. Requesting authority to purchase computer equipment and peripherals from CDW Government through State of Texas DIR program for Requisition #100173 (IT Dept.) for a total of \$10,576.68

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006 **ACCT. #:** Various
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: [1193](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/15/2006 11:37 AM	APRV
2	Budget & Management	Dina Trevino	11/16/2006 09:17 AM	APRV
3	Sergio Cruz	Sergio Cruz	11/16/2006 09:30 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 09:11 AM	APRV
5	Arcy Duran	Arcilia Duran	11/20/2006 09:33 AM	APRV
6	Linda Fong	Linda Fong	11/20/2006 08:41 AM	NEW
7	Janie Lozano	Janie Lozano	11/17/2006 10:50 AM	RTRN
8	Sergio Cruz			
9	Arcy Duran			
10	Agenda Coordinator			

Form Started By: Matilde Faz **Started On:** 11/15/2006 10:43 AM

Final Approval Date:

Requisition

Req # 00098983

PO #

Date: 10/20/06

Agenda Item # 1193

Bill To: x
x

Vendor: 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

Ship To: TAX ASSESSOR-COLLECTOR
100 E. CANO, 1ST FL
EDINBURG TX 78539

Contact: FERNANDO
956-318-2159

Contract No:

Special Instructions:

C-129

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	HP3000 SHEET STACKER	1,885.27	1,885.27
1	EACH	HP LASER JET 9050 DN PRINTER	3,799.99	3,799.99
1	EACH	HP MEDIA TRAY / FEEDER- 2000 SHEETS	1,004.47	1,004.47
1		SHIPPING	401.58	401.58
Account No			Encumbrance	
6-1100-415-15-140-001-0-745			7,091.31	
			Freight	.00
			Total	7,091.31
REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233				

Dir Regular

Authorized By: _____



800.581.4239

SHOPPING CART[▶ Your Saved Carts](#) [▶ Save This Cart](#) [▶ Edit Saved Carts](#) [▶ Send To An Associate](#)[Continue to Checkout](#)

Quantity	Product	CDW•G	Availability	Price	Ext. Price
1	HP 3000-Sheet Stacker	297945	In Stock	\$1,885.27	\$1,885.27
1	HP LaserJet 9050dn Printer	680835	In Stock	\$3,799.99	\$3,799.99
1	HP media tray / feeder - 2000 sheets	297934	1-3 days	\$1,004.47	\$1,004.47
Click to remove an item from your cart				Sub-Total	\$6,689.73

[Update](#)[Clear Cart](#)[Continue to Checkout](#)[Continue Shopping](#) | [Go to CDW•G.com Homepage](#)**Shipping Calc:**

Enter a postal code to quickly estimate shipping cost.

QuickCart:

Enter a **CDW•G part number** to quickly add it to your cart.

Product ID

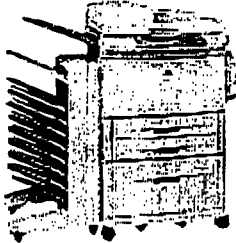
CDW Part: XXXXXX
Mfg. Part: XXXXXXXXXX
UNSPSC: XXXXXXXXXX

sh 401.58

000 705

10/19/06

Notes attached!!

**HP LaserJet 9050mfp**

HP/Compaq



Product Alert!
Oversized Item
How will this affect shipping?

With the ability to handle your copying, printing, scanning, faxing and digital sending needs, the HP LaserJet 9050mfp is the ultimate office solution!

Price: **\$11,127.62**
Status: **In Stock**
Will Ship: **Tomorrow**
Item #: **5521753**
Mfr. Part #: **Q3728A#ABA**

Add to Cart

Add to Wish List

FREE SHIPPING

ON WEB ORDERS OVER \$499

INCLUDES OVERSIZED AND HEAVY WEIGHTS
HURRY! OFFER ENDS ON 10/31/06

At least one of the following products must be sold with this unit: 300-sheet Stacker (SKU#232492), 3000-sheet Stapler/Stacker (SKU# 230677), 8bin mailbox (SKU# 5385632) or 3000-sheet Multifunction Finisher (SKU# 5360777). PC Connection cannot fill any order without the required skus.

The HP LaserJet 9050mfp integrates a high-speed monochrome printer, fax machine, scanner, digital sender and copier into one unit to save you time, money and aggravation. Because all five functions are designed to work together, you'll spend less time running cables and learning the vagaries of the new office contraption and spend more time using it productively. Incredibly efficient with 256MB of memory, a 20GB hard drive and a 533MHz processor, you also have the flexibility of parallel and Ethernet connectivity.

The printer delivers outstanding image quality using Resolution Enhancement technology (REt). 600 x 600 dpi monochrome resolution (1200 dpi image quality) gives any document a crisp and professional look. Printing and copying at 50ppm, the 9050mfp has an impressive paper input capacity. Its multipurpose tray holds 100-sheets, while trays 2 and 3 hold 500 sheets apiece and tray 4 holds 2,000 sheets. It comes with a 100-page automatic document feeder and automatic duplexing. You can use a variety of paper up to 11.7" x 17" as well.

The copier produces up to 600 x 600 dpi resolutions and it can reduce and enlarge between 25-400 percent. The flatbed 600 x 600 dpi scanner produces 256 levels of grayscale and is fed via the automatic document feeder.

Related Products

Printer Cable Parallel
IEEE 1284, 6ft
\$6.95

Add to Cart


PowerStrip Saver With
Extra Outlet
\$2.95

Add to Cart


PowerStrip Saver
Standard
\$1.95

Add to Cart


HP LaserJet 9000
Smart Black Print
Cartridge
\$249.54

Add to Cart


Professional
SurgeArrest, 7-Outlet,
320 joules

RUSH.COM
 you click, we rush

1-888-205-7777

HOME

COMPUTERS

ELECTRONICS

TELEPHONY



Wish List |



View C

Free Shipping Offers

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My Account

Search a Product

Product Information

View Printable |



Browse Store

..... Computers

Audio Conferencing
 Computer Accessories
 Computers
 Data Storage
 Digital Cameras
 Extended Service Plans
 Input Devices
 Internet Phones
 Mobile Workstations & Carts
 Modems
 Monitors & Displays
 Multimedia
 Networking Hardware
 Notebooks
 PDAs & Handheld PCs
 Plasma Displays/TVs
 Printers
 Projectors
 Rack Products
 Scanners
 Software
 Uninterruptible Power
 Supplies (UPS)

..... Electronics

Camcorders
 Copiers
 Digital Cameras
 Electronics Accessories
 Extended Service Plans
 Fax Machines
 GPS Navigation Devices
 Home Audio
 Home Video
 MP3/Portable Audio
 PDAs & Handheld PCs
 Plasma Displays/TVs
 Portable Video Players
 Security Products
 Small Appliances
 Telephones
 Televisions
 Uninterruptible Power
 Supplies (UPS)
 Video Games

..... Telephony

Audio Conferencing
 Avaya One-X
 Internet Phones
 Phone Sets

**LaserJet 9050mfp W/1000 SHT Multifunction Finisher**

Printer cable sold separately

Price: **\$12,144.77**

Availability: In Stock

Buy Now:



Product Rating

 Write
 Review


Estimate Shipping



Add to Wish List

Part No. 79442

Mfg Part No. Q3728A#ABA-4

Product Condition: New

Product Type: All-in-One/Multifunction Printers o See all All-in-One/Multifunction Printers

Product Details**Product Reviews****Highlights**

Simplify business communication processes with affordable, high-performance printing, copying, and scanning up to 11x17, scan to email, faxing, document finishing, and optional digital sending features for demanding workgroups and departments.

Specifications:

- Product Q3728A#ABA HP LaserJet 9050mfp
- In the Box: Power cord, print cartridge, software, HP Digital Sending Software demo, control panel overlay
- Print speed, black Up to 50 ppm
- Copy speed Up to 50 cpm
- All-in-One functions Black-and-white printing / copying / faxing; color scan-to-email; optional digital sending
- Print quality, black HP FastRes 1200 (1200 dpi quality), 600 by 600 dpi; Resolution Enhancement technology (REt), HP UltraPrecise toner
- Duty cycle Up to 300,000 per month
- Paper trays (std/max) 4/4
- ADF capacity Standard, 100 sheets
- Input capacity (std/max) Up to 3100/Up to 3100
- Output capacity (std/max) Up to 3000 (with stacker or stapler/stacker); up to 1000 (with multifunction finisher); up to 2000 with 8-bin mailbox
- Media sizes Letter, legal, executive, tabloid, JPostD, envelopes (No. 10, Monarch)
- Copy resolution 600 x 600 dpi
- Fax speed Optional analog fax accessory: Up to 33.6 kbps
- Fax resolution Optional analog fax accessory: 300 x 300 dpi
- Color scanning Yes

Requisition

Req # 00100151

PO #

Date: 11/14/06

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:

REQ. NO: 111406-1

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COUNTY WIDE - CCL#6, DIST. CLERK'S & COUNTY CLERK'S QUOTE NO: 325849621		
5	EACH	CCL#6 - OPTIPLEX 745 ULTRA SMALL FORM FACTOR, PENTIUM D 945/3.40GHZ 2X2M, 800FSB (222-5926)	1,328.88	6,644.40
2	EACH	DIST. CLERK'S - OPTIPLEX 745 ULTRA SMALL FORM FACTOR, PENTIUM D 945/3.40GHZ 2X2M, 800FSB (222-5926)	1,328.88	2,657.76
2	EACH	COUNTY CLERK'S - OPTIPLEX 745 ULTRA SMALL FORM FACTOR, PENTIUM D 945/3.40GHZ 2X2M, 800FSB (222-5926)	1,328.88	2,657.76
		<u>Account No</u>	<u>Encumbrance</u>	
		6-1100-415-00-200-002-0-745	11,959.92	
			Freight	.00
			Total	11,959.92
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		<i>Don Regular</i>		

Authorized By: _____

Requisition

Req # 00100173

PO #

Date: 11/14/06

Bill To: x
x

Vendor: 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: STEPHANIE
956-292-7010

Contract No:

Special Instructions:

REQ. NO: 111406-3

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COUNTY WIDE - DIST. CLERK'S		
		QUOTE NO: DQK8549		
2	EACH	(589963) FI-5750C DOCUMENT SCANNER	5,222.00	10,444.00
1	EACH	ESTIMATED SHIPPING	132.68	132.68
		Account No	Encumbrance	
		6-1100-415-00-200-002-0-745	10,576.68	
			Freight	.00
			Total	10,576.68
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Estimates: The Software Group \$ 12,132.00 Tech Dept \$ 10,730.80		
		Dist Regulon		

Authorized By: _____

AI-1181

13.A.14.

Tires

CC REGULAR

Date: 11/21/2006

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year (as provided in contract) for new Tires and Tires Service with the Tire Corral and Pueblo Tires.

BACKGROUND

Renewal will be under the same rates (prices), terms and conditions.

Revenue & Expenditures

Attachments

Link: [Tires](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/16/2006 02:10 PM	APRV
2	Budget & Management	Dina Trevino	11/16/2006 03:25 PM	APRV
3	Auditor's Office	Linda Fong	11/17/2006 09:09 AM	APRV
4	Agenda Coordinator	Monica Badillo	11/17/2006 01:43 PM	APRV

Form Started By: Mary Maldonado

Started On: 11/15/2006 08:31 AM

Final Approval Date: 11/17/2006



PURCHASING DEPARTMENT
County Of Hidalgo

November 14, 2006

Mr. Scott Mathews
The Tire Corral
800 Ash Suite 1
McAllen, Texas 78501

Via Fax (956)630-2742

Re: Hidalgo County – New Tires and Tire Service - Contract C-06-033A-12-28

Dear Mr. Mathews:

Please be advised, Hidalgo County will be requesting permission from Hidalgo County Commissioners' Court at the regular meeting on Tuesday, November 21, 2006, to exercise the county's option to extend the contract for one (1) additional year (as stated in the current contract) under the same rates, terms, and conditions. Commencement date (if approved) will become effective as of January 1, 2007. Please acknowledge receipt of notice by signing below and returning to the Purchasing Department by no later than, Friday, November 17, 2006, 5:00 p.m., via facsimile to (956) 956-318-2629.

AUTHORIZED SIGNATURE: _____

TITLE: _____

Comments (If any):

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Mary A. Maldonado

Mary A. Maldonado
Hidalgo County Contracts Manager



PURCHASING DEPARTMENT County Of Hidalgo

November 14, 2006

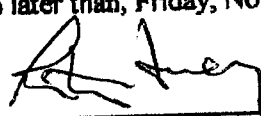
Mr. Ricky Ivey
Pueblo Tires
1919 W. Hwy 83
McAllen, Texas 78501

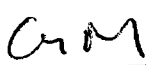
Via Fax (956) 682-6859

Re: Hidalgo County - New Tires and Tire Service - Contract C-06-033-12-28

Dear Mr. Ivey:

Please be advised, Hidalgo County will be requesting permission from Hidalgo County Commissioners' Court at the regular meeting on Tuesday, November 21, 2006, to exercise the county's option to extend the contract for one (1) additional year (as stated in the current contract) under the same rates, terms, and conditions. Commencement date (if approved) will become effective as of January 1, 2006. Please acknowledge receipt of notice by signing below and returning to the Purchasing Department by no later than, Friday, November 17, 2006, 5:00 p.m., via facsimile to (956) 956-318-2629.

AUTHORIZED SIGNATURE: 

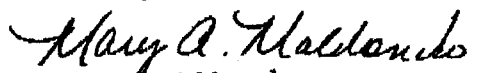
TITLE: 

11/15/06

Comments (If any):

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Mary A. Maldonado
Hidalgo County Contracts Manager

AI-1204

13.A.15.

"Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County"

CC REGULAR

Date: 11/21/2006

Submitted By: Olga Montero, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

A. Presentation for discussion, consideration, acceptance and approval (if applicable) of the final negotiated contract (as drafted by legal counsel) with the number one (1) ranked physician (Forensic Pathologist-Norma Jean Farley, M.D.) for "Autopsy Related Services".

B. Presentation for consideration , discussion and action (if applicable) to award the lowest bid received meeting all specifications and requirements with approval of contract (subject to legal review) for:" Autopsy Facility" . Bid No. 2006-244-07-26-otm

C. Presentation for consideration, discussion and action (if applicable) to award the lowest bid received meeting all specifications and requirements with approval of contract (subject to legal review) for: "Dead Body Pickup and Transport Services" to bidder . Bid No. 2006-193-07-26-otm

BACKGROUND

Draft Contract for Dr. Norma Jean Farley
Tab Sheets

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-421-00-080-003-0-344

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$530,250.00 budgeted for calendar year 2007.

Attachments

Link: [Item A - Pathologist](#)

Link: [Item B - Autopsy compliance letters](#)

Link: [Item C - Dead Body PickUp - Letters of Extension](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/16/2006 02:13 PM	APRV
2	Budget & Management	Dina Trevino	11/16/2006 03:39 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/17/2006 04:01 PM	APRV
4	Auditor's Office	Linda Fong	11/20/2006 08:58 AM	APRV
5	Arcy Duran	Arcilia Duran	11/20/2006 09:50 AM	APRV
6	Elizabeth Cano			NEW
7	Agenda Coordinator			

Form Started By: Olga Montero

Started On: 11/15/2006 02:49 PM

Final Approval Date:

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQS ACCEPTANCE SHEET**

DEPARTMENT NAME: Hidalgo County

RFQ ACCEPTANCE DATE: July 26, 2006

RFQ ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF RFQ: "Pathologist to Provide Turnkey Autopsy and Related Services"

RFQ NO: 06-192-07-26-otm

Buyer: Olga Montero

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
#1	Dr. Corinne E. Stern PO Box 241641 Montgomery, Alabama	√
#2	F.P. Salinas, M.D. PA 205 E. Warbler Avenue McAllen, Tx 78504	√
#3	Norma Jean Farley, M.D. 1511 Preston Trail Harlingen, Texas 78552	√

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS Agreement, made and entered into this ____ day of _____, 2006, by and between **HIDALGO COUNTY, TEXAS** (the "County") and **NORMA JEAN FARLEY, M.D.**, an individual engaged in the practice of medicine and specializing in forensic pathology (the "Contractor").

WITNESSETH:

WHEREAS, the County does not have a medical examiner's office and as such the need exists to contract the services of a pathologist to perform autopsies on an as needed basis;

WHEREAS, the parties recognize that the proper functioning of autopsies and the related services requires the supervision and direction of a physician who has the training, experience, and qualifications necessary to practice medicine in the specialty of pathology;

WHEREAS, Contractor was the successful respondent to the Request for Qualifications ("RFQ") sought by the County for a contractor to provide turnkey autopsies and related services more particularly described in the "Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County Bid No. 2006-192-07-26-otm" (see Memorandum dated November 2, 2006 attached hereto as Exhibit "A"); the Curriculum Vitae of Norma Jean Farley, M.D., (see Exhibit "B" attached hereto); and the Hidalgo County Request for Qualifications Bid No. 06-192-07-26 otm (see Exhibit "C" attached hereto), all of which are incorporated herein and made a part of this Agreement;

WHEREAS, County has determined that the proper, orderly and efficient delivery of quality autopsy services, as described in Exhibits A, B, and C, collectively hereinafter referred to as the "Services" to the County, can be accomplished best by contracting with Contractor;

WHEREAS, County has determined that for proper and efficient operation of the Services, the Contractor must complete autopsies within twenty-four (24) hours of receiving such order and that the Contractor must be available to provide the Services that are requested twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year as further described herein;

WHEREAS, Contractor is willing to accept the responsibility of providing Services to County in accordance with recognized medical standards, and the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the performance of the Services during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor agrees to provide the following services to the County during the term of this Agreement:

1.1 Autopsies. For purposes of this Agreement, an "autopsy" shall include but not be limited to:

"A post mortem examination of the body of a person, including x-rays and an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done."

The Contractor shall provide all of the components necessary to perform an autopsy, including but not limited to providing an X-ray machine, an X-ray developer, histology lab services and toxicology lab services. Contractor agrees to use proper professional standards and devote such time necessary to provide the Services on an as needed basis.

1.2 Logistics. Contractor will provide personnel, space, equipment, and supplies necessary to perform autopsies. **HOWEVER, SHOULD THE COUNTY SECURE A FACILITY AT WHICH THE CONTRACTOR WILL PERFORM AUTOPSIES AND SHOULD THE COUNTY ALSO SECURE NECESSARY EQUIPMENT AND SUPPLIES FOR THE PERFORMANCE OF AUTOPSIES (THROUGH ITS FACILITY VENDOR), THEN THE PARTIES AGREE THAT THE AMOUNT OF THIS AGREEMENT SHALL BE REDUCED TO INCLUDE ONLY THE CONTRACTOR'S SERVICES FOR THE PERFORMANCE OF AUTOPSIES AND RELATED SERVICES AND NOT THE COST OF A FACILITY AND/OR EQUIPMENT.**

1.3 Contractor agrees to confine her practice to serving the County except when practice at other institutions or locations does not impair the fulfillment of her obligations under this Agreement as determined by the County in its sole discretion, and such other practice is agreed to in writing by the County.

1.4 Administration. The Contractor will communicate with the County regarding the administration of autopsies. Notwithstanding anything herein to the contrary, the County will not have or exercise any control over the manner in which the medical duties of the Contractor are performed as would jeopardize the status of the Contractor as an independent contractor.

1.5 Quality of Care. The Contractor will continually work to improve the quality of and maintain a reasonable cost for autopsies furnished on behalf of the County.

1.6 Records. The Contractor shall, at Contractor's expense, keep or cause to be kept in an adequate filing system, accurate and complete records of each autopsy performed. Such records shall be the property of the County. Upon termination of this Agreement, Contractor agrees to deliver to County all records in its possession pertaining to the Services within thirty (30) days.

1.7 Education. Contractor shall attend conferences and meetings at her own expense, provided such attendance does not impair the performance of her obligations under this Agreement.

1.8 Coverage. Contractor will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate autopsy coverage during any absence. Contractor agrees to complete autopsies within twenty-four (24) hours of receiving an order for an autopsy and shall be available to provide the Services twenty-four (24) hours a day, seven (7) days a week, and three hundred and sixty-five (365) days a year. Contractor shall remain responsible for the Services at all times during the term of this Agreement. However, the parties agree that the Contractor may have a qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for a period exceeding twenty-four (24) hours. **FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED.** While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another forensic pathologist other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, in the opinion of the County, shall result in the County having sole discretion to terminate this Agreement immediately.

1.9 Criminal Proceedings. Contractor agrees to testify, when necessary, in all criminal proceedings as required by subpoena including but not limited to inquest hearings, trials and other judicial processes. Contractor shall also submit to the Hidalgo County District Attorney's Office, no later than two (2) weeks after an autopsy has been completed, written reports including but not limited to all findings from the completed autopsy and all laboratory results.

1.10 Ethics. Contractor shall insure that in performing services under this Agreement, that all work shall be performed using best and most diligent efforts and professional skills and shall render care in accordance with and in a manner consistent with the highest standards of the specialty of forensic pathology and that all conduct shall be in a manner consistent with the principles of medical ethics and of the American Medical Association.

1.11 Certification. The Contractor shall be board eligible or certified in Anatomic and Forensic Pathology and/or by the American Board of Pathology and shall be licensed to practice medicine in the State of Texas.

2. INSURANCE COVERAGE

2.1 Professional Liability Insurance. At all times during the term of this Agreement, the Contractor will carry professional liability insurance in the amount of \$100,000.00/\$300,000.00 at Contractor's expense. The Contractor will provide a certificate of insurance to the County evidencing such coverage and will notify the County immediately if any change in coverage occurs for any reason.

2.2 Automobile Insurance. Contractor shall also provide proof of automobile liability insurance coverage with limits of at least \$300,000.00/\$500,000.00, consistent with potential exposure to County under the Texas Torts Claims Act. Coverage shall include injury or death of persons and property damage claims (with limits up to \$500,000.00) arising out of the services provided to County hereunder.

2.3 Optional Medical Malpractice Insurance. It is further agreed that in the event of cancellation or termination of the Agreement, the Contractor shall purchase the Optional Extension Period Coverage available to a physician under their medical malpractice insurance policy. Evidence of such coverage shall be immediately furnished to the County on request by the County.

3. CONTRACTOR'S COVENANTS AND WARRANTIES

Contractor makes the following representations and warranties to County:

3.1 Licensure. Contractor is duly licensed to practice medicine in the State of Texas and is board eligible or certified in the field of Anatomic and Forensic Pathology.

3.2 Suspension of License. Contractor has not practiced medicine in any state in which her license has ever been suspended or revoked.

3.3 Discipline. Contractor has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

3.4 Malpractice Judgment. There has never been entered against Contractor a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of \$10,000.00.

3.5 Settlement. No action based on an allegation of malpractice by Contractor has ever been settled by payment to the plaintiff of an aggregate amount in excess of \$10,000.00.

3.6 Membership Denial. Contractor has never been denied membership or re-appointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Contractor have ever been suspended, curtailed, or revoked.

4. PARTIES' RELATIONSHIP

Contractor, at all times will act as an Independent Contractor providing the Services and will not act or hold herself out to third parties as an employee or agent of County in the provision of the Services under this Agreement. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Contractor shall supply her own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services (except as provided for in paragraph 1.2 above in which the County may contract with another to provide the facility and/or equipment) and shall not rely on or require the County to supply any of the above, unless otherwise specified in this Agreement.

5. TAXES AND BENEFITS

County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractor's partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

6. INCURRING FINANCIAL OBLIGATION

Contractor will incur no financial obligation on behalf of the County without prior written approval of the County. Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

7. OTHER PERSONNEL

All salaries, wages, taxes, insurance, worker's compensation insurance and other expenses and benefits incidental to the employment of physicians, non-physicians or other personnel by the Contractor will be the responsibility and obligation of the Contractor.

8. CONSULTATION

While this Agreement is in effect, the parties intend that the Contractor shall be the exclusive source of performing the Services for the County. However, the County may allow another pathologist to perform the Services in emergency cases, special circumstances or in cases for which the Contractor or any associates of the Contractor are not qualified or are unable to render services.

9. FEES

Contractor shall be compensated in accordance with the Cost Proposal attached hereto in Exhibit "A". This fee schedule may be amended only by the mutual written agreement of the Contractor and the County. The Contractor will bill and collect fees only for actual Services performed on behalf of the County in accordance with the specifications.

10. NON-DISCRIMINATION

Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing Services under this Agreement or in the selection of physicians or non-physician employees, or independent contractors.

11. REGULATORY REQUIREMENTS

Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules, regulations and all currently accepted and approved methods and practices of the professional specialty of forensic pathology.

12. INDEMNIFICATION

12.1 Contractor will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was the Contractor's or that of any person providing services hereunder through or for the Contractor. Upon written notice from the County, the Contractor will resist and defend at his own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Contractor will carry proper insurance with the County as an additional named insured to the extent such is reasonably available.

12.2 To the extent provided for by law, the County will indemnify and hold the Contractor harmless from any and all claims, actions, liability, or expenses (including costs of settlements, judgments, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

13. TERMINATION OF AGREEMENT

13.1 Term. The initial term of this Agreement shall be twenty-four (24) months commencing _____ 2007 and ending on _____ 2009.

13.2 Renewal Option. The County shall have the sole option to extend this Agreement for an additional one (1) year term under the same fees, rates, terms and conditions. County shall provide the Contractor a minimum of sixty (60) days notice of its intent to renew this Agreement for the additional one (1) year term.

13.3. Termination without Cause. The County and the Contractor each shall have the right to terminate this Agreement without cause on sixty (60) days written notice to the other.

13.4 Termination with Cause.

A. Termination by County. The County may terminate this Agreement immediately upon the occurrence of any of the following events:

- (1) Any conduct of the Contractor which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the County.
- (2) The failure of Contractor to provide coverage as required by Section 1.8 (Coverage) herein.
- (3) The resignation, expulsion, suspension, disciplining of Contractor or the loss of privileges as a forensic pathologist; the loss of Contractor's professional medical licenses; the loss of Contractor's pathologist board certification in the field of forensic pathology; or the loss of or failure to provide evidence of liability insurance, as required by Section 2.1 (Insurance) herein.
- (4) The conviction of the Contractor of any crime punishable as a felony involving moral turpitude or immoral conduct.
- (5) The death of Contractor or the occurrence of illness or injury reasonably likely to lead to the inability of Contractor to personally

perform services under this Agreement for a period in excess of thirty (30) days.

- (6) The failure of Contractor immediately to bar any individual from performing services under this Agreement, if such individual does not meet the qualifications required by this Agreement, if such individual commits a material breach of one of the terms of this Agreement, or if one of the events listed in (1) through (4) above occurs with respect to such individual.
- (7) In addition, if the Contractor commits a material breach of any of the terms of this Agreement, other than those listed in subsections (1) through (6) above, then the County may terminate this Agreement upon no less than thirty (30) days written notice.

B. Termination by Contractor. In the event the County breaches any material term of this Agreement, then the Contractor may terminate this Agreement upon no less than thirty (30) days written notice.

13.5 Non-Interference. Following the expiration of this Agreement or its termination with or without cause, Contractor agrees to do nothing that may interfere with any County contract with any other individual or entity for the provision of the Services.

14. NOTICES

Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Contractor:

Norma Jean Farley, M.D.
1511 Preston Trail
Harlingen, Texas 78552

If to County:

Ramon, Garcia, County Judge
100 E. Cano
Edinburg, Texas 78540

15. LAW

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas.

16. NO IMPLIED WAIVER

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

17. COMMITMENT OF CURRENT REVENUES

In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

18. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

19. ASSIGNABILITY

The Contractor may not assign Contractor's rights or obligations under this Agreement without the County's written consent. Any assignment in violation of this provision shall give the County the right to terminate this Agreement immediately, upon written notice to the Contractor.

20. AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the County and the Contractor.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

22. INTERPRETATION

The defined terms used herein are for convenience only and do not limit the contents of this Agreement.

23. NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

24. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

25. AUTHORIZATION FOR AGREEMENT

The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Contractor and County in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES on this the ____ day of _____,
2006.

NORMA JEAN FARLEY, M.D.

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTESTED

Eddy Trevino, County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.

By: Stephen L. Crain

T

R

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County

BID OPENING DATE: July 26, 2006

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "Autopsy Facility -Hidalgo County"

BID NO: 2006-244-07-26

Buyer: Olga Montero

BID # RFB#	NAME OF COMPANY	Bid Price for use of the facility; per autopsy	Bid Price for body storage: per day, after forty-eight (48) hours of body arrival
#1	Elizondo Embalming 3220 N. Conway Mission, Tx 78574	\$100.00 plus additional charges	no bid
#2	Ceballos Funeral Home 1023 N. 23rd McAllen, Tx 78501	\$85.00 ✓	\$75.00 ✓
#3			
#4			
#5			
#6			
#7			
#8			
#9			
#10			



County Of Hidalgo

FOR IMMEDIATE REVIEW M E M O R A N D U M

To: Mr. Raul Elizondo, Owner

Phone No. (956) 585-2223

Fax No. (956) 585-2444

From: Martha L. Salazar, CPPB/Purchasing Agent
Olga T. Montero, Buyer *OTM*
Hidalgo County Purchasing Department

Re: "Autopsy Facility for Hidalgo County"
RFB No. 2006-244-07-26-otm

Date: November 08, 2006

Hidalgo County Commissioners' Court will be presented the above referenced project item at their regular scheduled meeting for Tuesday, November 14, 2006 to discuss, consider and take appropriate action.

In order for Hidalgo County Purchasing Department to present and recommend bid(s) for award for this project, all bidders must comply with specifications set forth in the request for bid packet.

Please confirm (by signing below) that you are in compliance with all specifications and return via fax to (956) 318-2626 by no later than 10:00 a.m., Monday, November 13, 2006.

Signed: *Carolina Elizondo*

Signature

Print: Carolina Elizondo

Date: 11/13/06

If you have any questions, please call me Olga T. Montero or Martha L. Salazar at (956) 292-7000 Ext. 4859 or (956) 292-7611 respectively.

Thank you.



PURCHASING DEPARTMENT
County Of Hidalgo

**FOR IMMEDIATE REVIEW
M E M O R A N D U M**

To: Ms. Linda Ceballos, Owner/Director
Phone No. (956) 682-3431
Fax No. (956) 682-3447

From: Martha L. Salazar, CPPB/Purchasing Agent
Olga T. Montero, Buyer
Hidalgo County Purchasing Department

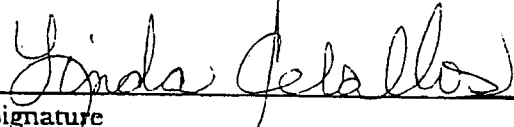
Re: "Autopsy Facility for Hidalgo County"
RFB No. 2006-244-07-26-ntm

Date: November 08, 2006

Hidalgo County Commissioners' Court will be presented the above referenced project item at their regular scheduled meeting for Tuesday, November 14, 2006 to discuss, consider and take appropriate action.

In order for Hidalgo County Purchasing Department to present and recommend bid(s) for award for this project, all bidders must comply with specifications set forth in the request for bid packet.

Please confirm (by signing below) that you are in compliance with all specifications and return via fax to (956) 318-2626 by no later than 10:00 a.m., Monday, November 13, 2006.

Signed: 
Signature
Print: LINDA CEBALLOS

Date: 11/08/06

If you have any questions, please call me Olga T. Montero or Martha L. Salazar at (956) 292-7000 Ext. 4859 or (956) 292-7611 respectively.

Thank you.



PURCHASING DEPARTMENT
County Of Hidalgo

November 13, 2006

Mr. Raul Elizondo
Elizondo Embalming Service, LLC
3220 North Conway
Mission Texas 78573

Phone: (956) 585-2223
Via Fax: (956) 585-2223

**Re: Autopsy Facility-Hidalgo County
Bid No. 2006-244-07-26-otm**

Mr. Elizondo:

Hidalgo County is requesting an additional thirty (30) day extension due to an unforeseen delay in the award process, in the event that Commissioners' Court decide not to action on the items related to: (1) Pathologist to Provide Turnkey Autopsy and Related Services (2) Autopsy Facility (3) Dead Body Pickup and Transport Services on Tuesday, November 14, 2006.

If you wish to extend the bid for an additional thirty days indicate your agreement by marking and signing below. Please return this response by no later than 5:00 p.m., TODAY, November 13, 2006.

_____ No, I do not wish to enter into extension.

☒ YES, I can offer the thirty (30) day extension.

Your cooperation to our request will be greatly appreciated and should you have any questions or require additional information, please do not hesitate to call me at (956) 318-2626.

AUTHORIZED SIGNATURE: *Carlin Elgar*

TITLE: *Owner*

Sincerely,

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department



PURCHASING DEPARTMENT
County Of Hidalgo

November 13, 2006

Ms. Linda Ceballos
Ceballos Funeral Home, Inc.
1023 North 23rd
McAllen Texas 78501

Phone: (956) 682-3431
Via Fax: (956) 682-3447

Re: Autopsy Facility-Hidalgo County
Bid No. 2006-244-07-26-otm

Ms. Ceballos:

Hidalgo County is requesting an additional thirty (30) day extension due to an unforeseen delay in the award process, in the event that Commissioners' Court decide not to action on the items related to: (1) Pathologist to Provide Turnkey Autopsy and Related Services (2) Autopsy Facility (3) Dead Body Pickup and Transport Services on Tuesday, November 14, 2006.

If you wish to extend the bid for an additional thirty days indicate your agreement by marking and signing below. Please return this response by no later than 5:00 p.m., TODAY, November 13, 2006.

☐ No, I do not wish to enter into extension.

☒ YES, I can offer the thirty (30) day extension.

Your cooperation to our request will be greatly appreciated and should you have any questions or require additional information, please do not hesitate to call me at (956) 318-2626.

AUTHORIZED SIGNATURE: Linda Ceballos

TITLE: Director / Owner

Sincerely,

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Exhibit "A"
"Autopsy Facility-Hidalgo County"
RFB No.: 2006-244-07-26

SCOPE - SPECIFICATIONS - INFORMATION TO BIDDERS

Scope:

Pursuant to Chapter 49 of the Code of Criminal Procedures and Chapter 691 of the Health and Safety Code, the County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) to provide a facility located in Hidalgo County with all necessary equipment at which the County's contracted pathologist can perform autopsies and related services on an "As Needed Basis", on dead bodies in all stages of decomposition.

Hidalgo County is also seeking to engage in a "Turnkey Solution" with a physician which will include a facility. Hidalgo County reserves the right to award the contract(s) most advantageous and is in its best interest. Therefore, all vendors are advised that Hidalgo County may, at its sole option award this bid (a facility) or the Turnkey Autopsy contract (which includes the physician with facility.)

Specifications:

A. The following list is the minimum required equipment, accessories and supplies for a facility to have in order to qualify as the contractor at which autopsies and all necessary and related services can be performed:

Refrigerator for storing dead bodies on site	Ruler (in. and cm.)	✓ Storage for tissue blocks (paraffin)
Portable trays	Clothing scissors	Property envelopes
Suction with hose	Long hemostats	Evidence envelopes
Sink scale	Mayo dissecting scissors	Safe for storing property
Floor drain	Formalin	✓ Finger printing equipment
X-ray machine	✓ Viscera pan	Possess or have access to:
X-ray developer	Viscera bucket	a. X-ray machines
View box(es)	Viscera bags	b. X-ray developer
Specimen freezer	Test tube rack	c. Histology lab
Dissecting board	Red Top Test Tubes	d. Toxicology lab
Dissecting stand with drain	Gray Top Test Tubes	
Camera with film	Lavender Top Test Tubes	
✓ Kramer Kick Stool	Green Top Test Tubes	
Ladder	Stryker Saw with bone dust collector	
Counter top digital scale (for infant organs)	Head blocks	
In/Out Cards	✓ 50cc glass syringes	
Toe Tags	6cc disposable sterile syringes	
Body Bags	18ga. X 1 1/2 hypodermic needles	
Scrubs	12" X 5ga. stainless steel re-usable non-sterile needles	
Aprons	✓ Stomach pan	
Gowns	✓ Short scissor with disposable sharp/blunt blades	
Gloves	Three (3) toothed forceps	
Paper grocery bags	Autopsy needles	
Bio Hazard disposal boxes	Scalpel handles with disposable blades	
Sharps containers	✓ Stainless steel chisel	
Masks	✓ Dia-stix	
Splash shields	Keto-stix	
✓ Tissue jars (wide mouth plastic with screw top)	Swabs	
Large glass measuring cup (2 liter/2000ML)	Swab boxes	
Small stainless steel ladle	Slides	
Tea strainer (for rinsing bullets, pellets, etc.)	Slide boxes	
Colander (for straining stomach content, fixed tissue, etc.)	Paint cans	
Autopsy knife with disposable blades	Embalmers Thread	
Rib cutters	✓ Bone scissors	
✓ Pliers	Microscope	
Skull breaker	Storage for micro-slides	
Stainless steel wall unit with dual faucets, center drain, and disposal unit		

✓ = supplies no longer needed

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County

BID OPENING DATE: July 27, 2006

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "Dead Body Pickup ad Transport Services"

BID NO: 2006-193-07-26-otm

Buyer: Olga Montero

RFB #	NAME OF COMPANY	Cost for transporting one (1) body from locations within Hidalgo County to the contracted autopsy facility <u>including body bag.</u>	Cost for transporting one (1) body from locations within Hidalgo County to the contracted autopsy facility <u>without a body bag.</u>
#1	Elizondo Embalming 3220 N. Conway Mission, Tx 78574	\$210.00	\$125.00
#2	RGV Transport Services, LLC. 1901 Pecan McAllen, Tx 78501	\$175.00 √	\$125.00 √
#3			
#4			
#5			
#6			
#7			
#8			
#9			
#10			



PURCHASING DEPARTMENT
County Of Hidalgo

November 13, 2006

Mr. Aron Rivera
RGV Transport Services, L.L.C.
1901 Pecan
McAllen, Texas 78501

Phone: (956) 739-7979
Via Fax: (956) 994-9449

Re: Dead Body Pick Up and Transport Services-Hidalgo County
Bid No. 2006-193-07-26-otm

Mr. Rivera:

Hidalgo County is requesting an additional thirty (30) day extension due to an unforeseen delay in the award process, in the event that Commissioners' Court decide not to action on the items related to: (1) Pathologist to Provide Turnkey Autopsy and Related Services (2) Autopsy Facility (3) Dead Body Pickup and Transport Services on Tuesday, November 14, 2006.

If you wish to extend the bid for an additional thirty days indicate your agreement by marking and signing below. Please return this response by no later than 5:00 p.m., TODAY, November 13, 2006.

 No, I do not wish to enter into extension.

 ✓ YES, I can offer the thirty (30) day extension.

Your cooperation to our request will be greatly appreciated and should you have any questions or require additional information, please do not hesitate to call me at (956) 318-2626.

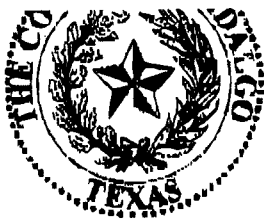
AUTHORIZED SIGNATURE: Aron Rivera

TITLE: Manager

Sincerely,

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629



County Of Hidalgo

November 13, 2006

Mr. Raul Elizondo
Elizondo Embalming Service, LLC
3220 North Conway
Mission Texas 78573

Phone: (956) 585-2223
Via Fax: (956) 585-2223

Re: Dead Body Pick Up and Transport Services-Hidalgo County
Bid No. 2006-193-07-26-otm

Mr. Elizondo:

Hidalgo County is requesting an additional thirty (30) day extension due to an unforeseen delay in the award process, in the event that Commissioners' Court decide not to action on the items related to: (1) Pathologist to Provide Turnkey Autopsy and Related Services (2) Autopsy Facility (3) Dead Body Pickup and Transport Services on Tuesday, November 14, 2006.

If you wish to extend the bid for an additional thirty days indicate your agreement by marking and signing below. Please return this response by no later than 5:00 p.m., TODAY, November 13, 2006.

_____ No, I do not wish to enter into extension.

✓ YES, I can offer the thirty (30) day extension.

Your cooperation to our request will be greatly appreciated and should you have any questions or require additional information, please do not hesitate to call me at (956) 318-2626.

AUTHORIZED SIGNATURE: _____

TITLE: _____

Sincerely,

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department

AI-1214

13.A.16.

Title Company Services-Pool

CC REGULAR

Date: 11/21/2006

Submitted By: Olga Montero, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation, discussion consideration, acceptance and approval of "addition(s)" (as listed in the RFQ Acceptance Sheet attached hereto) to the County's current Roster/Pool for: "Title Company Services - Pool" as pre-qualified firms submitting Statements of Qualifications for ranking on an "As Needed Basis" per project by all County departments requiring said services as set forth in the requirements stated in the County's Request for Qualifications packet to provide services for anticipated/planned/proposed acquisition(s) for upcoming projects.

BACKGROUND

TERM: The term for this additional "Pool member " will commence upon approval of Comm. Court and will expire September 27, 2008. County does have option to renew and extend "Pool" for an additional one (1) year term.

Revenue & Expenditures

FISCAL YEAR: 2006-2007

ACCT. #: 6-1200-431-00-260-001-0-339

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [tab sheet](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/16/2006 02:49 PM	APRV
2	Budget & Management	Dina Trevino	11/16/2006 03:45 PM	APRV
3	Sergio Cruz	Sergio Cruz	11/17/2006 11:14 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 02:25 PM	APRV
5	Agenda Coordinator	Monica Badillo	11/17/2006 03:05 PM	APRV

Form Started By: Olga Montero

Started On: 11/15/2006 03:46 PM

Final Approval Date: 11/17/2006

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET**

DEPARTMENT NAME: Hidalgo County

RFQ&P ACCEPTANCE DATE: NOVEMBER 15, 2006

RFQ ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF RFQ: TITLE COMPANY SERVICES - POOL

RFQ NO: 06-375-11-15-otm

RFQ&P#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS
#01	SIERRA TITLE COMPANY 3401 NORTH 10 TH STREET MCALLEN TEXAS 78501 (956) 682-8321 (956) 682-6150 fax	√
#02		
#03		
#04		
#05		
#06		
#07		

AI-1199

13.A.17.

**UCP-Extension-Lease of Office Space-Los Tesoros Investments I, Ltd
CC REGULAR**

Date: 11/21/2006

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

URBAN COUNTY PROGRAM

Requesting authority to exercise the **FIRST** additional one (1) year extension of the two (2) one (1) year options to extend as stated in current contract for the **"Lease of Office Space"** for the **County of Hidalgo Urban County Program**, under the same rates, terms and conditions with **Los Tesoros Investments I, Ltd..(Effective: 01/01/07 - 12/31/07)**

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Utilizing UCP funds (Per Diana Serna, Director of Urban County Program)

Account #s are as follows: 5006-99-2101-6443-9900

6006-99-2101-6443-9900

5506-99-2101-6443-9900

Attachments

Link: UCP-Extension-Lease of Office Space-Los Tesoros Investments I, Ltd

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/16/2006 02:12 PM	APRV
2	Budget & Management	Dina Trevino	11/16/2006 03:38 PM	APRV
3	Sergio Cruz	Sergio Cruz	11/17/2006 11:09 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 02:24 PM	APRV
5	Agenda Coordinator	Monica Badillo	11/17/2006 03:04 PM	APRV

Form Started By: Letty Saenz

Started On: 11/15/2006 11:40 AM

Final Approval Date: 11/17/2006



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Diana Serna, Director
County of Hidalgo Urban County Program

FROM: Leticia Saenz, CPPB, Contract Manager
Hidalgo County Purchasing Department

DATE: November 14, 2006

RE: **NOTICE OF INTENT TO EXTEND CONTRACT**
Lease Agreement - C-03-082-04-22
"Lease of Office Space"-UCP-Los Tesoros Investments I ,LTD

Please be advised that the current lease agreement referenced for **"Lease of Office Space"** with **"Los Tesoros Investments I, LTD"** will expire on December 31, 2006. Therefore, we are hereby requesting that your department respond if you wish to continue to extend/renew these services or proceed with re-bidding for said services.

Provided under the current contract, Hidalgo County Commissioners' Court has the option to exercise the additional two (2) one (1) year periods (as stated in the contract) under the same rate, terms, and conditions (commencing and exercising the **FIRST YEAR** on **January 1, 2007** and expiring **December 31, 2007**) (see attached copy of Lease Agreement - Renewal or Termination page 2, article 1.2.

Should you wish to exercise the "option" you may indicate by signing below and return to the Hidalgo County Purchasing Department via facsimile to (956) 318-2629 by no later than 5:00 p.m. on Wednesday, November 15, 2006 in order to proceed placing on the next Commissioner's Court Agenda.

YES ☒ I do wish to obtain the one (1) year period extension.
NO ☐ I do not wish to obtain the one (1) year period extension.

If answer is no, please explain:

Authorized Signature:

encl.

ACCOUNT # 5006-99-2101-6443-9900
6006-99-2101-6443-9900
5506-99-2101-6443-9900

xc: file



AI-1253

13.A.18.

**Hidalgo County Courthouse-Courtroom Assignments
CC REGULAR**

Date: 11/21/2006

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

A. Presentation for discussion, consideration and action (if necessary) of the status of courtroom space/housing assignments and plans, including, but not limited to, the following: Auxiliary Courts, Master Courts, Hidalgo County Courts at Law #'s 5 & 6, New State District Court and any other applicable Courts and Law Library;

B. Presentation for discussion, consideration and approval of courtroom assignments by Hidalgo County Commissioners Court for any of the applicable Courts detailed in item A (above) including, but not limited to, the following: Auxiliary Courts, Master Courts, Hidalgo County Courts at Law #'s 5 & 6, New State District Court and any other applicable Courts and Law Library;

C. Presentation for discussion, consideration and approval of funding/budget options for fiscal year 2007 due to lack of available courtroom space Auxiliary Courts.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [diagram](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			
4	Agenda Coordinator			

Form Started By: Marty Salazar

Started On: 11/17/2006 12:13 PM

Final Approval Date:

389th District Court

Equipment Room
Buildings & Grounds

Break Rm/supplies
Court Reporter

MASTER COURT 2

HALL

MASTER COURT 1

RAMP
DOWN

WOMEN'S
RESTROOM

MEN'S
RESTROOM

HALL

AG's Office Area

ELEVATORS

PARTIAL FLOOR PLAN
2ND FLOOR
HIDALGO COUNTY COURTHOUSE

SCALE: N.T.S.



AI-1191

13.A.19.

**NOTICE TO PROCEED-RESTORATION SERVICE INC.
CC REGULAR**

Date: 11/21/2006

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for discussion, consideration and approval to authorize project architect, Alcocer Garcia Associates Design Consulting, to issue and forward, "Notice to Proceed" to contractor Restoration Services, Inc. for the, "Repair (Regasket) of Windows in the Administration Building." C-06-236-07-25

BACKGROUND

Notice to Proceed

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1334-419-40-220-009-0-431

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO 574703 AVAIL. BAL. \$115,132.00

Attachments

Link: [Notice to Proceed](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/16/2006 02:12 PM	APRV
2	Budget & Management	Dina Trevino	11/16/2006 03:29 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/17/2006 11:41 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 02:23 PM	APRV
5	Arcy Duran	Arcilia Duran	11/20/2006 09:32 AM	APRV
6	Joy Hsu			NEW
7	Agenda Coordinator			

Form Started By: Rocio Villarreal

Started On: 11/15/2006 10:29 AM

Final Approval Date:

AGADC 1335 E. Jasmine McAllen, Texas 78501

Tel: 956.618.2007

FAX: 956.618.2008

Alcocer Garcia Associates Design Consulting

NOTICE TO PROCEED**DATE:** November 15, 2006**TO:** Restoration Services Inc.
P.O. Box 41069
Houston, TX 77241-1069**PROJECT:** Window Repairs
Hidalgo County Administration Building
100 E. Cano St.
Edinburg, Texas**OWNER:** County of Hidalgo, Texas

You are hereby notified to commence WORK, in accordance with the Agreement, on or before September 27, 2006, and you are to complete the WORK within 120 consecutive calendar days thereafter. The date of Substantial Completion is, therefore, March 27, 2007.

BY: _____
George A. Garcia,
Project Architect**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by :

Restoration Services Inc.

By: _____**Title** _____**Date:** _____

AI-1171

13.A.20.

**CLAIMS: Adult Probation
CC REGULAR**

Date: 11/21/2006
Submitted By: Priscilla Torres, PURCHASING DEPT.
Submitted For: Priscilla Torres
Department: PURCHASING DEPT.
Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation by for discussion, consideration, acceptance and approval of claims/invoices with authority for auditor to issue payment for the items detailed in "Exhibit A" as attached hereto.

A. 2006 Invoice. Adult Probation for Hacienda Ford in the total amount of \$112.50.

BACKGROUND

1. Adult Probation: Department had taken vehicle to vendor for the purpose of providing an estimate for the repairs of non-functioning windows. Vendor repaired windows without a Purchase Order or notifying department.

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1297-423-00-320-008-7-434

FUNDS AVAILABLE Y/N?: YES

MATCHING FUNDS Y/N?: NO

BUDGETARY IMPACT:

Attachments

Link: [Claim: 11-21-2006](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Martha Salazar	Marty Salazar	11/16/2006 03:25 PM	APRV
2	Budget & Management	Dina Trevino	11/16/2006 03:25 PM	APRV
3	Purchasing Department	Marty Salazar	11/17/2006 11:42 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 02:20 PM	APRV
5	Mike Escaname	Mike Escaname	11/17/2006 02:51 PM	APRV
6	Linda Fong	Linda Fong	11/20/2006 08:39 AM	APRV
7	Agenda Coordinator			NEW

Form Started By: Priscilla Torres

Started On: 11/14/2006 11:36 AM

Final Approval Date:

COUNTY WIDE AGENDA CLAIMS

EXHIBIT "A"

11/21/2006

<u>DEPARTMENT</u>	<u>VENDOR</u>	<u>AMOUNT</u>	<u>ACCOUNT NUMBER</u>
1. Adult Probation	Hacienda Ford	\$ 112.50	6-1297-423-00-320-008-7-434

Department had taken vehicle to vendor the the purpose of providing an estimate for the repairs of non-functioning windows. Vendor repaired windows without a Purchase Order or notifying the department.

Total Amount: \$ 112.50

COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(BOOT CAMP)



HORACIO PEÑA, JR.
JUDGE 92ND DISTRICT COURT
RODOLFO "RUDY" DELGADO
JUDGE 93RD DISTRICT COURT
BOBBY FLORES
JUDGE 139TH DISTRICT COURT
ROSE GUERRA REYNA
JUDGE 206TH DISTRICT COURT
JUAN R. PARTIDA
JUDGE 275TH DISTRICT COURT
MARIO E. RAMIREZ, JR.
JUDGE 332ND DISTRICT COURT
NOÉ GONZALEZ
JUDGE 370TH DISTRICT COURT

JOE E. LOPEZ
EXECUTIVE DIRECTOR
J.C. GOMEZ
DIRECTOR-BOOT CAMP
1000 NORTH "M" RD.
P.O. Box 1109
EDINBURG, TEXAS 78540
PHONE (956) 380-3311
FAX (956) 380-3324

LETICIA LOPEZ
JUDGE 389TH DISTRICT COURT
AÍDA SALINAS FLORES
JUDGE 398TH DISTRICT COURT
RODOLFO "RUDY" GONZALEZ
JUDGE COUNTY COURT AT LAW NO. 1
JAIME J. PALACIOS
JUDGE COUNTY COURT AT LAW NO. 2
FEDERICO "FRED" GARZA, JR.
JUDGE COUNTY COURT AT LAW NO. 4
ARNOLDO CANTU
JUDGE COUNTY COURT AT LAW NO. 5

October 31, 2006

Ms. Marty Salazar
Hidalgo County Purchasing Agent
Edinburg, Texas 78540

Dear Ms. Salazar,

I am submitting a claim for Hacienda Ford because of the following reason:

Acct.# 6-1297-423-00-320-008-7- 434

The vehicle was taken to the Hacienda Ford for the purpose of providing an estimate for nonfunctioning power windows. The technician found the problem and corrected it without knowing that we require an estimate before services can be rendered. We are only being billed for labor due to the fact that no parts were necessary.

Thanks for your assistance.

Respectfully,

A handwritten signature in black ink, appearing to read "Joe Lopez", is written over the word "Respectfully,".

Joe Lopez
Executive Director

A handwritten signature in black ink, appearing to read "Robert Lizcano", is written above the printed name.

Robert Lizcano
Boot Camp Director



CSCD ACCTG * NOV 8'06 AM 7:49

SERVICE INVOICE

FAX: (956) 383-2422

CUSTOMER COPY

HIDALGO COUNTY BOOT CAMP
PO BOX 1109CUST# 91165
TAG # 1977RO# C176386 PG 1
START 10/24/06 13:35
BILLED 11/08/06 13:40
POSTED 11/07/06
PO# IBS#391165
WRITER MV
APPROVAL MV

EDINBURG TX 78540

PHONE: HOME 956 380-3211
WORK 956 000-0000OWNER 91165 UNIT# 3HA69846 2003 FORD ECONOLINE CURR MI 16,965.0
TRANSMISSION: 4 SPD A W
VIN: 1FBSS31L43HA69846 ENGINE: 5.4 8 CYL

(C) 1. CONCERN: BODY ELECTRICAL CONCERN/ CAR & SUV
CUSTOMER STATES BOTH FRONT WINDOW WONT ROLL BACK UP NOR DOWN
CHECK AND ADVISE
CAUSE: 42
CORRECTION: VERIFY CONCERN FOUND DRIVERS DOOR GLASS HALF DOWN REMOVED DO
OR TRIM TO TEST POWER TO WINDOW MOTOR, NO POWER FOUND FUSE TO
AFTER MARKET WINDOW REGULATOR BLOWN, TRACED TO POWER WIRE AT
HARNESSE GROUNDED TO METAL PLATE, FIXED BROKEN WIRE, RETEST OK

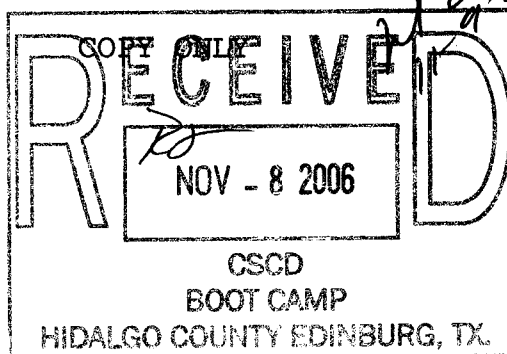
LABOR: 51

112.50

TOTAL LABOR
TOTAL PARTS112.50
.00

REPAIR ORDER TOTAL

112.50

6-1297-423-00-320-008-7-434
CH# 986394

INVOICE RECEIVED BY:

GOOD SERVICES RECEIVED BY:

HOURS OF OPERATION

SERVICE DEPARTMENT
MONDAY - FRIDAY
7:30 AM - 6:00 PM
SATURDAY
8:00 AM - 4:00 PMPARTS DEPARTMENT
MONDAY - FRIDAY
8:00 AM - 6:00 PMSALES OFFICE HOURS
MONDAY - FRIDAY
9:00 - 7:00 PM
SATURDAY
9:00 AM - 4:00 PM

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE. I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of repairs thereto.

Notice Pursuant to 70.001, Texas Property Code

I am the person or agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to the repair contract. I understand that this vehicle is subject to repossession in accordance with 9.503, Texas Business and Commerce Code, if a written order for payment for repair on the vehicle is stopped, dishonored because of insufficient funds, no funds, or because the drawer or maker of the order has no account or the account on which it is drawn has been closed.

X

Signature of Person Responsible or Agent for Person Responsible

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller, Hacienda Ford hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Hacienda Ford neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

This invoice is the 2nd part of the original service requested. Necessary parts, and/or labor are listed for each service requested. Should questions arise, they can best be answered by our service advisor that waited on you. Thank you for your confidence in allowing us to service your car.

Hacienda Ford SERVICE DEPARTMENT

AI-1227**13.A.21.****Requesting approval of Interlocal Agreement with Tarrant County Cooperative Purchasing Association****CC REGULAR****Date:** 11/21/2006**Submitted By:** Darlene Betancourt, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Area:** Purchasing Department**Purchasing only:** Hidalgo County

Agenda Item**CAPTION**

A. Requesting authority to enter into an Interlocal Agreement between Hidalgo County & Tarrant County Cooperative Purchasing Program. (subject to legal review) for the purpose of purchasing vehicles, commencing with two (2) New 2007 Police Package Interceptors at a special rate;

B. Requesting authority to purchase two (2) New 2007 Police Package Interceptors thru Tarrant County's Interlocal Agreement with Philpott Motors (H-GAC) and Hidalgo County for a total amount of \$39,688.90 for Hidalgo County Constable Precinct #4, and/or in the alternative;

C. Requesting authority to purchase two (2) New 2007 Police Package Interceptors thru Hidalgo County's Interlocal Agreement thru (H-GAC) for a total amount not to exceed \$43,000.00 for Hidalgo County Constable Precinct #4

BACKGROUND

See proposed Interlocal Agreement

See Customized Product Pricing Summary for Police Interceptor(s) under special pricing

Revenue & Expenditures**FISCAL YEAR:** 2006**ACCT. #:** 6-1100-421-00-294-001-0-741**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

AttachmentsLink: [Interlocal Agreement-Customized Pricing Sheet](#)Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/16/2006 02:36 PM	APRV
2	Budget & Management	Dina Trevino	11/16/2006 03:48 PM	APRV
3	Mario Betancourt	Mario Betancourt	11/17/2006 11:31 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 02:28 PM	APRV
5	Arcy Duran	Arcilia Duran	11/17/2006 05:48 PM	APRV
6	Janie Lozano	Janie Lozano	11/20/2006 08:46 AM	APRV
7	Linda Fong	Linda Fong	11/20/2006 09:03 AM	APRV
8	Agenda Coordinator			NEW

Form Started By: Darlene Betancourt**Started On:** 11/16/2006 09:33 AM**Final Approval Date:**

CUSTOMIZABLE PRODUCT PRICING SUMMARY 1 BASED ON CONTRACT

Car and Light Trucks

TARRANT COUNTY BID # 2001-125

End User: HIDALGO COUNTY

Philpott Rep: ALAN WILEY 888 858-7801

Contact: ROY QUINTANILLA

Date: 7-Nov-06

Product Description: FORD POLICE INTERCEPTOR

2007

A. Bid Series: A-700A

A. Base Price: \$ 18,907.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	RUBBER FLOOR	INCL		4.6L V8 GAS	INCL
1W	CLOTH BUCKETS FRONT	INCL		RACK AND PINTON STEERING	INCL
	VINYL REAR SEAT	INCL		HANDLING PACKAGE	INCL
437	FLEET KEYED ALIKE 1435X	\$ 30.00		TILT WHEEL	INCL
45C	LIMITED SLIP AXLE	\$ 90.00		FRONT LIC PLATE BRACKET	INCL
51A	LEFT SPOTLIGHT	\$ 151.00		PWR WINDOWS-LOCKS-MIRRORS	INCL
552	ABS BRAKES	\$ 516.00		FULL SIZE SPARE TIRE	INCL
				AM-FM RADIO	INCL
157	INOP REAR DOOR LOCKS	INCL		HD FUSE BLOCK	INCL
	AND HANDLES			WHITE IN STOCK	IN STOCK
943	INOP REAR WINDOWS	INCL		LIMITED AVAILABLE THIS PRICE	IN STOCK
				PRICE GOOD ON IN STOCK CARS	NOTE
				AS OF 11-07-06	NOTE

Total of B. Published Options: \$ 787.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$ 0.0 %

Options	Bid Price	Options	Bid Price
		HIDALGO COUNTY MUST HAVE A	NOTE
		INTERLOCAL AGREEMENT WITH	
		TARRANT COUNTY	
		PLEASE CONTACT SUZANNA LEA WITH	NOTE
		TARRANT COUNTY AT 817 884-1414 AND	
		SHE WILL GET A INTERLOCAL	NOTE
		AGREEMENT APPLICATION TO YOU	
PLEASE FAX PURCHASE ORDERS	NOTE	ESTIMATED DELIVERY IN 5-10	NOTE
PAYABLE TO PHILPOTT MOTORS	FAX	WORKING DAYS	NOTE
AT 254 865-9118	PO		NOTE

Total of C. Unpublished Options: \$ -

D. Contract Price Adjustment:		
E. Delivery Charges:	<u> </u> miles @ \$.93/mile	\$ <u>150.00</u>
F. Total of A + B + C + D + E = F		\$ <u>19,844.00</u>
G. Quantity Ordered <u>2</u> x F =		\$ <u>39,688.00</u>
H. TRADE INS:		
I. Non-Equip Charges & Credits		
J. TOTAL PURCHASE PRICE		\$ <u>39,688.00</u>



TARRANT COUNTY
PURCHASING DEPARTMENT

JACK BEACHAM, C.P.M.
PURCHASING AGENT

ROY EDWARDS, C.P.M.
ASSISTANT

Memorandum

Date: June 7, 2006

To: Participating Governmental Entities

From: Jack Beacham, C.P.M., A.P.P. Purchasing Agent *J.B.*

Subject: JOINT VENTURE/COOPERATIVE PURCHASE OF POLICE
PACKAGE BEHICLES

Tarrant County has received confirmation from Philpott Ford and Ford Motor Company that their prices on Bid No. 2001-125-Joint Venture/Cooperative Purchase of Police Package Vehicles for Various Departments/Variou Entities will remain firm for the 2007 year models. We renewed their contract through Commissioners Court on May 23, 2006. As spelled out in the Philpott's original bid, the \$400.00 deduct for early order incentive from Ford Government Sales expired on 11/16/01. Philpott Ford and Ford Motor Company lowered the base price of 2006 model Crown Victoria Police Package Vehicle by 400.00, resulting in a base price of 18,907.00. When ordering 2007 models use the \$18907.00 base price and add options as needed to equip your vehicles. The contact person is Emmett Cone at (817) 429-2557. He will be glad to assist you with pricing and options. Philpott Ford's contract covers the Police Package Crown Victoria, Explorer, and Expedition.

Enclosed with this memo please find a copy of the bid awards approved by Commissioners Court on Sept 18, 2001. The spreadsheets show the actual prices for base bids and options. Please contact Emmett Cone for the actual F.O.B. delivery charges per vehicle per entity. With the renewal of this contract we have agreed to add a \$50.00 Fuel Surcharge for each 2007 model ordered to cover the rising cost of fuel since 2001. Do not use the common average delivery charges shown on the enclosed award spreadsheet, since these numbers were used as an add-on amount for each bidder in the original evaluation process.

Remember that effective July 1, 1999, Ford Fleet Sales requires each fleet customer to have a Fleet Identification Number (FIN) code. This code insures that warranty or recall information is forwarded to the proper customer personnel. A FIN code is required for the dealer to report a vehicle sold and to register the factory warranty. If you do not already have a FIN Number, your may call Ford at 1-800-343-5338, extension #1.

After receipt of this memo, each entity may contact Emmett Cone for specific requirements and ordering information.

For your information, Tarrant County will be renewing the following bids for the 2007 year models:

2005-001 – Annual Contract for Purchase of Mid-Size Vehicles with
Police Package

2005-180 – Annual Contract for Purchase of Full Size SUV with
Police Package

If you need information on any of these bids, please call Susanna Lea, Cooperative Purchasing Coordinator, at (817) 884-1414.

If you have questions or need additional information, please do not hesitate to call. We look forward to your participation and support of this joint venture.

Jlb

Enclosure

TARRANT COUNTY COOPERATIVE PURCHASING PROGRAM

ENTITY INFORMATION

QUESTIONNAIRE

If your entity is currently participating or plans to participate in Tarrant County's Cooperative Purchasing Program, please complete this questionnaire and return via fax to Tarrant County Cooperative Purchasing Coordinator, Susanna H. Lea by fax number (817) 212-3067, or for additional information, contact Tarrant County at (817) 884-1414.

Name of Entity: **HIDALGO COUNTY**

Point of Contact: _____

Title: _____

Phone Number: _____

Fax Number: _____

Internet Address: _____

E-Mail Address: _____

Complete Mailing Address: _____

**RETURN QUESTIONNAIRE VIA FAX TO (817) 884-2629
ATTN: COOPERATIVE PURCHASING COORDINATOR**

Please Note: To Execute the agreement please return four (4) original executed agreements to the attention of the Cooperative Purchasing Coordinator, 100 E Weatherford Ste 303, Fort Worth, TX 76196

INTERLOCAL AGREEMENT

BETWEEN COUNTY OF TARRANT AND COUNTY OF HIDALGO TEXAS

This agreement is made this _____ day of _____, 2006 between the County of Tarrant, Texas and the County of Hidalgo, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

the County of Hidalgo, hereby makes, constitutes and appoints Tarrant County its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Tarrant County will maintain a listing of Annual Contracts which are available for local entities use. Tarrant County will forward a copy of requested Annual Contract for the requesting entity use. the County of Hidalgo agrees that Tarrant County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Tarrant County according to its usual bidding procedures and in accordance with applicable State statutes.

II.

the County of Hidalgo agrees that all specifications for selected items shall be determined by Tarrant County.

III.

the County of Hidalgo agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill the the County of Hidalgo directly for all items purchased, and the the County of Hidalgo shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

_____ (name), _____ (title) is hereby designated as the official representative to act for the the County of Hidalgo in all matters relating to this agreement.

V.

This agreement shall take effect upon execution by both signatories.

VI.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

TARRANT COUNTY

BY: _____

TITLE: _____

DATE: _____

COUNTY OF HIDALGO

BY: _____

TITLE: _____

DATE: _____

AI-1163

13.B.1.

R. Gutierrez Engineering-Work Authorization No. 1 & 2

CC REGULAR

Date: 11/21/2006

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Agenda Item

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #1 (with an estimated cost of \$10,223.00) for, "**West and North of the Tower Rd and El Gato Rd Intersection,**" and Work Authorization #2 (with an estimated cost of \$101,661.00) with R. Gutierrez Engineering Corporation to provide engineer services to Hidalgo County Precinct No. 2. **C-06-251-08-15**

BACKGROUND

Work Authorization No. 1 & 2

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1202-431-00-122-027-0-711

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Work Authorization is for the amt of \$10,223.00 and their is available funds in the amt of \$11,950.00

FISCAL YEAR: 2006

ACCT. #: 6-1202-431-00-122-006-0-841

FUNDS AVAILABLE Y/N?: N

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

\$99,363.09 Availailable Balance as of 11-17-06

Attachments

Link: [WA#1](#)

Link: [WA#2](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/16/2006 02:09 PM	APRV
2	Budget & Management	Dina Trevino	11/16/2006 03:20 PM	APRV
3	Sergio Cruz	Sergio Cruz	11/17/2006 01:41 PM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 02:20 PM	APRV
5	Arcy Duran	Arcilia Duran	11/17/2006 05:57 PM	APRV
6	Elizabeth Cano			NEW
7	Agenda Coordinator			

Form Started By: Rocio Villarreal

Started On: 11/14/2006 10:49 AM

Final Approval Date:

HIDALGO COUNTY
Professional Engineering Services
Contract # C-06-251-08-15
Work Authorization / Work Order Form

Work Authorization / Order 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 **R. Gutierrez Engineering Corporation**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide engineering services for the construction of drainage improvements to provide drainage relief to the areas west and north of the Tower Road and El Gato Road intersection. The limits of the project are from El Gato Road, approximately 0.25 miles west of Tower Road, east to Tower Road, then south to an existing drain ditch just south of Rancho Blanco Road. The length of the project is approximately 0.75 miles.

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 **\$10,223.00**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **Attachment "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 8 of the **Agreement**.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. _____

Requisition No. _____

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and conformation by Hidalgo County Precinct No. 2 Commissioner Hector Palacios as to the content and detail of the Work Authorization No. 1.

**HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2:**

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioner's Court on _____ as indicated below and effective as of _____ day of _____, 2006.

THE ENGINEER:
R. Gutierrez Engineering Corporation

THE OWNER:
HIDALGO COUNTY


By: Ramiro Gutierrez, President

By: Ramon Garcia, County Judge or
Presiding Officer

ATTEST:

By: Eddy Trevino, County Clerk

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Estimate Cost Proposal

HIDALGO COUNTY
Professional Engineering Services
Contract # C-06-251-08-15

Work Authorization No. 1

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-05-229-06-21

Work Authorization No. 1

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project**.

The **Engineer** will provide to the **Owner** the following:

The **Engineer** will perform, or provide for, professional engineering and surveying services for the design of drainage improvements for the purpose of providing relief to the areas west and north of the Tower Road and El Gato Road intersection. The project consists of designing the proper grades for the roadside ditches and driveway culverts to allow for a continuous flow of runoff from the areas on El Gato Road east of Tower Road, to Tower Road and south to a drain ditch south of Rancho Blanco Road.

PRELIMINARY PHASE

Field Surveying. The Engineer will provide field crews to obtain survey data for use in developing the project. Horizontal and vertical control datum will be obtained from existing data or established as necessary. A topographic survey of the field conditions will be obtained as necessary to supplement existing topographic data for providing a complete package for use in design.

Schematic Design. The Engineer will develop a preliminary schematic design of the proposed drainage improvements for review and approval by the Owner. The approved schematic will be utilized in developing the final design.

DESIGN PHASE

The Engineer will perform professional engineering services for the proposed drainage improvements project. The Engineer will develop plans for the proposed work to be constructed by Hidalgo County forces. The engineer will perform field surveys to obtain additional information that was not gathered during the schematic design part of the project. The plans will consist of plan and profile sheets indicating the existing roadside drainage structures to be removed and the proposed drainage structures to be constructed. Also included in the plans will be the proposed grade of the existing

roadside ditch to be regarded by Hidalgo County forces. Existing utility information will be based on information provided by the utility companies and a request for line locate will still be required to be performed by Hidalgo County forces prior to the work being performed.

The plans will be developed on 11"x17" sheets, and will be developed to meet Hidalgo County requirements. The plans will include, but not limited to, title sheet, project layout, estimate and quantity, typical sections, traffic control plan, plan & profile, roadway & drainage layout, drainage details, drain ditch details, storm water pollution prevention plan (SW3P). A project cost estimate will be developed to meet Hidalgo County requirements and based on the unit price system of bidding. The engineer will not be required to guarantee the accuracy of those estimates.

CONSTRUCTION PHASE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding (required if Owner elects to use Contractor to perform the work)

- 1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals for construction services not performed by the Owner.
- 2) The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.
- 3) The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration

- 4) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.
- 5) The Engineer will coordinate and conduct a pre-construction conference with the Owner for construction services to be provided by Owner forces and with the

Contractor on any Construction Contracts for services not constructed by the Owner.

- 6) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of either Owner forces or the Contractor. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require that the defect or deficiency be corrected.
- 7) Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.
- 8) The Engineer will provide Project site inspection of the construction activities as follows:
 - a) Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the progress and conformance to the construction plans and specifications.
 - b) Resident Engineer and/or Construction Inspector(s). If requested and authorized by Owner, the Engineer will furnish the services of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection of construction to monitor/inspect the daily progress and conformance to PS&E specifications.

Miscellaneous Technical Activities

- 9) Construction Staking. The Engineer will provide construction staking services for construction services performed by the Owner.
- 10) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Owner or Contractor.
- 11) Control of Materials & Equipment. The Owner will hire an independent construction materials testing firm for the project. The Engineer will provide inspection of all materials and equipment furnished or used by the Owner or Contractor as follows:
 - a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

- b) Observe and/or perform Project record testing and/or independent assurance testing performed by an independent construction materials testing firm as outlined in the construction contract specifications or as specified by the Engineer.
- 12) Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.
- 13) As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished two (2) set of prints.

**EXHIBIT "C"
WORK SCHEDULE**

	2006		2007		
	NOV	DEC	JAN	FEB	MAR
Surveying and Topography					
Design and Plan Development					
Construction Staking & Construction Administration					

TASK	ESTIMATED CONSTRUCTION COST	PROFESSIONAL SERVICES FEE (10.5%)
PLANS, SPECIFICATION & ESTIMATE		
18-Inch Reinforced Concrete Pipe	\$38,760	\$4,070
18-inch Safety End Treatments	\$45,900	\$4,820
Excavation & Ditch Regrading	\$12,700	\$1,334
SUB-TOTAL	\$97,360	\$10,223
TOTAL ESTIMATED FEE		\$10,223

HIDALGO COUNTY

Professional Engineering Services

Contract # C-06-251-08-15

Work Authorization / Work Order Form

Work Authorization / Order No. 2

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 **R. Gutierrez Engineering Corporation**," professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide professional engineering and surveying services on a 0.5 mile extension to the McColl Road project. Hidalgo County desires to extend the limits of the current McColl Road project with limits from Dicker Road on the south to Rancho Blanco Road on the north, authorized by a previous work authorization. This extension will include a 0.5 mile section of road with limits from Military Road (SP 241) on the north and extending 0.5 miles south, in Hidalgo, Texas. The length of the project extension is approximately 0.5 miles.

The work will consist of providing professional engineering and surveying services for the development and upgrading of McColl Road from county road standards to an urban curb & gutter road with drainage improvements. Off-site drainage improvements will be included as part of this project.

The scope of services to be provided by the **Owner** is identified in **Exhibit A – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Exhibit B – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$ 101,661.00**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as Attachment "D".

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 8 of the **Agreement**.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. _____

Requisition No. _____

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and conformation by Hidalgo County Precinct No. 2 Commissioner Hector Palacios as to the content and detail of the Work Authorization No. 1.

**HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2:**

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

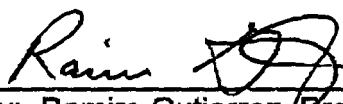
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioner's Court on _____ as indicated below and effective as of _____ day of _____, 2006.

THE ENGINEER:

R. Gutierrez Engineering Corporation

THE OWNER:

HIDALGO COUNTY


By: Ramiro Gutierrez, President

By: Ramon Garcia, County Judge or
Presiding Officer

ATTEST:

By: Eddy Trevino, County Clerk

LIST OF ATTACHMENTS

- EXHIBIT A – Services to be Provided by the Owner
- EXHIBIT B – Services to be Provided by the Engineer
- EXHIBIT C – Work Schedule
- EXHIBIT D – Estimate Cost Proposal

HIDALGO COUNTY
Professional Engineering Services
Contract # C-06-251-08-15

Work Authorization No. 2

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-05-229-06-21

Work Authorization No. 2

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project**.

The **Engineer** will provide to the **Owner** the following:

PRELIMINARY PHASE

The Engineer will perform, or provide for, professional engineering and surveying services for the preliminary engineering part of the development and upgrading of McColl Road from county road standards to urban road. The engineer will establish horizontal and vertical control for use in developing a base map for the Project. The Engineer will develop a schematic of the proposed improvements and develop a right-of-way map and parcels based on the approved schematic.

Field Surveying. The Engineer will secure written permission to enter private property for the purpose of surveying and engineering investigations. The surveyor will establish primary Project control for field surveying by establishing horizontal and vertical control points, and tie ground control to the State Plane Coordinate System.

Schematic Design. The Engineer will develop a final schematic design of the proposed project improvements. A maximum of two (2) different preliminary schematic designs will be developed and presented to the public at a public meeting. From the comments received at the meeting one (1) final schematic design will be developed.

DESIGN PHASE

The Engineer will perform, or provide for, professional engineering services for the plans, specifications and estimate part for of the development and upgrading of McColl Road as previously described.

Plans Development. The Engineer will perform, or provide for, professional, surveying, geotechnical and engineering design services for the preparation of plans for the development and upgrading of McColl Road. The engineer will perform field surveys to obtain additional information that was not gathered during the schematic design part of

the project. Geotechnical investigations will be performed by the engineer to obtain necessary data for the proper design of the project. The engineer will provide for the engineering design services necessary for the development of the final construction plans, specifications and estimate for completing the project.

Engineering Design. The engineer will provide, or provide for, the development of the plans, specifications and estimate for the construction of the project. The plans will be developed to TxDOT standards, on 11"x17" sheets, and will be revised as necessary to meet TxDOT requirements. The plans will include, but not limited to, title sheet, project layout, specification data, estimate and quantity, typical sections, sequence of construction, traffic control plan, plan & profile, roadway & drainage layout, bridge layout & details (if necessary), culvert layout & details (as necessary), hydraulic data, drainage area map, drainage details, drain ditch details, storm water pollution prevention plan (SW3P), irrigation structure adjustment details, signing details, striping details, and traffic signal layout & details. The project cost estimate will be developed to meet TxDOT requirements and based on the unit price system of bidding. The engineer will not be required to guarantee the accuracy of those estimates.

The engineer will provide the horizontal and vertical design for the proposed roadway improvements. All vertical and horizontal alignment will be developed utilizing GEOPAK. The engineer will also provide the drainage design, including off-site drainage, utilizing HEC-HMS, HEC-RAS, TR-55, Winstorm or other TxDOT approved methods. Plans will be developed utilizing Microstation J as the CADD software package. All other elements of design will be developed utilizing TxDOT approved and accepted methods. All design shall in all respects combine the application of sound engineering principles with a high degree of economy.

CONSTRUCTION PHASE

The Engineer will perform, or provide for, professional engineering services for the construction phase of the development and upgrading of McColl Road. The engineer will provide construction administration services on the project. The engineer will assist Owner with issues that may come up and provide information and construction engineering services as requested by Owner. The engineer will act as Owner's representative in meetings concerning the construction of the project. Detailed construction staking is not part of this work authorization. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished two (2) set of prints.

ADDITIONAL SERVICES

Right - Of - Way Mapping and Parcels

The Engineer will develop a right-of-way map for the Owner to use in acquiring the necessary parcels to implement the project. Procedures followed will be those satisfying TxDOT requirements for federally funded projects. The surveyor will utilize ownership information provided by the Owner in developing the right-of-way map. The

surveyor will perform field surveying to establish the existing and proposed right-of-way lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for each parcel to be acquired. The surveyor will perform any necessary revisions to the right-of-way map, field notes and parcel sketches as required to complete the project.

R. Gutierrez
Engineering Corporation

McColl Road Improvements
Military Highway
to 1/2 Mile South

EXHIBIT "C"
WORK SCHEDULE

	2006			2007		
	NOV	DEC	JAN	FEB	MAR	
Preliminary Phase						
Design Phase						
Construction Phase						

**R. GUTIERREZ ENGR CORP
SUMMARY****EXHIBIT D
Fee Proposal****McColl Road
Military Highway
to 1/2 Mile South**

TASK	ESTIMATED CONSTRUCTION COST	PROFESSIONAL SERVICES FEE (10.5%)
PLANS, SPECIFICATION & ESTIMATE		
Mission Paving Contract	\$353,565	\$37,124
McAllen Construction Contract	\$342,602	\$35,973
Work Done by County Forces	\$272,033	\$28,564
SUB-TOTAL	\$968,201	\$101,661
TOTAL ESTIMATED FEE		\$101,661

AI-1167

13.B.2.

**S&G Paving Request for Payment for Reconstruction & Widening of McColl Rd
CC REGULAR**

Date: 11/21/2006

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance, and approval Request for Payment (Retainage Release) in the amount of \$30,370.59, from S&G Paving Co., contracted vendor for "**Reconstruction & Widening of McColl Road,**" and certified for payment by project engineer, R. Gutierrez Engineering Corporation. **C-04-299-11-16**

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1202-206-00-000-004-0-000

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 543930 All payment were done under acct# 6-1202-431-00-122-006-0-841, retainage will be paid off from 6-1202-206-00-000-004-0-000.

•

Attachments

Link: [Retainage Release Invoice](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/16/2006 02:09 PM	APRV
2	Budget & Management	Dina Trevino	11/16/2006 03:21 PM	APRV
3	Sergio Cruz	Sergio Cruz	11/17/2006 10:09 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 10:34 AM	APRV
5	Arcy Duran	Arcilia Duran	11/17/2006 05:58 PM	APRV
6	Elizabeth Cano			NEW
7	Agenda Coordinator			

Form Started By: Rocio Villarreal

Started On: 11/14/2006 11:13 AM

Final Approval Date:

S & G Paving Company

Contractor:

S&G Paving Co. Inc.
2215 W. 23rd
McAllen, TX 78501

Subcontractor:

S&G Paving Co. Inc.
2215 W. 23rd
McAllen, TX 78501

Project No. 04-299-10-20-VGG
Description Reconstruction & Widening of McCall Road
Period: 11/7/2006
Pay Request: Retainage Release
Date: 11/7/2006
Time:

Item No	Item Description	Unit	Original Contract Quantity	Revised Contract Quantity	Previous Quantity Completed	Quantity Completed This Period	Quantity Completed to Date	Unit Price	Revised Unit Price	Item Total Cost	Revised Item Total Cost	Change in Contract Cost	Amount of Completed Work This Period	Amount of Completed Work
100	Preparation of Right-of-Way	STA	51.05	51.05	51.05	0	51.05	\$ 500.00	\$ 500.00	\$ 25,525.00	\$ 25,525.00	\$ -	\$ -	\$ 25,525.00
110	Excavation (Roadway)	CY	17,087.00	22,656.00	22,656	0	22,656	\$ 3.00	\$ 3.00	\$ 51,261.00	\$ 67,968.00	\$ 16,707.00	\$ -	\$ 67,968.00
110	Excavation (Channel)	CY	1,988.00	1,988.00	1,988	0	1,988	\$ 3.00	\$ 3.00	\$ 5,964.00	\$ 5,964.00	\$ -	\$ -	\$ 5,964.00
132	Embankment (Dens Cont) (Ty C)	CY	547.00	547.00	547	0	547	\$ 3.00	\$ 3.00	\$ 1,641.00	\$ 1,641.00	\$ -	\$ -	\$ 1,641.00
164	Cell Fiber Seeding (Temp)(Warm)	SY	4,254.00	4,254.00	0	4,254	4,254	\$ 0.50	\$ 0.50	\$ 2,127.00	\$ 2,127.00	\$ -	\$ 2,127.00	\$ 2,127.00
164	Cell Fiber Seeding (Temp)(Cool)	SY	4,254.00	4,254.00	0	4,254	4,254	\$ 0.50	\$ 0.50	\$ 2,127.00	\$ 2,127.00	\$ -	\$ 2,127.00	\$ 2,127.00
164	Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	8,508.00	8,508.00	8,508	0	8,508	\$ 1.00	\$ 1.00	\$ 8,508.00	\$ 8,508.00	\$ -	\$ -	\$ 8,508.00
168	Vegetative Watering	MG	96.00	96.00	0	96	96	\$ 10.00	\$ 10.00	\$ 960.00	\$ 960.00	\$ -	\$ 960.00	\$ 960.00
247	Flexible Base (Rdwy Del) (Ty D Gr 6 Cl 4)	CY	10,137.00	10,137.00	10,137	0	10,137	\$ 22.00	\$ 4.00	\$ 223,014.00	\$ 40,548.00	\$ (182,466.00)	\$ -	\$ 40,548.00
251	Rewrking Base Mat" (Dens Cont) (Ty B Cl 5)	CY	1,248.00	1,248.00	1,248	0	1,248	\$ 5.50	\$ 5.50	\$ 6,864.00	\$ 6,864.00	\$ -	\$ -	\$ 6,864.00
260	Lime Treated Subgrade (Dens Cont) (12 in)	SY	38,571.00	38,571.00	38,571	0	38,571	\$ 1.00	\$ 1.00	\$ 38,571.00	\$ 38,571.00	\$ -	\$ -	\$ 38,571.00
260	Lime (Ty A or B)	TON	597.00	597.00	597	0	597	\$ 120.00	\$ 120.00	\$ 71,640.00	\$ 71,640.00	\$ -	\$ -	\$ 71,640.00
262	Lime Treatment for Base Courses (Dens Cont) (10")	SY	37,437.00	37,437.00	37,437	0	37,437	\$ 1.00	\$ 1.00	\$ 37,437.00	\$ 37,437.00	\$ -	\$ -	\$ 37,437.00
262	Lime (Ty A or B)	TON	342.00	342.00	342	0	342	\$ 120.00	\$ 120.00	\$ 41,040.00	\$ 41,040.00	\$ -	\$ -	\$ 41,040.00
310	Prime Coat (MC-30)	GAL	6,920.00	6,920.00	6,920	0	6,920	\$ 2.00	\$ 2.00	\$ 13,840.00	\$ 13,840.00	\$ -	\$ -	\$ 13,840.00
340	Hot Mix (Ty D) (2 - 1 1/2 Inch Courses)	SY	34,601.00	34,601.00	34,601	0	34,601	\$ 7.50	\$ 7.50	\$ 259,507.50	\$ 259,507.50	\$ -	\$ -	\$ 259,507.50
400	Cut and Restore Pavement	SY	213.00	72.00	72	0	72	\$ 20.00	\$ 20.00	\$ 4,260.00	\$ 1,440.00	\$ (2,820.00)	\$ -	\$ 1,440.00
402	Trench Excavation Protection	LF	4,974.00	4,974.00	4,974	0	4,974	\$ 2.00	\$ 2.00	\$ 9,948.00	\$ 9,948.00	\$ -	\$ -	\$ 9,948.00
432	Concrete Riprap (CL C)	CY	41.00	41.00	41	0	41	\$ 250.00	\$ 250.00	\$ 10,250.00	\$ 10,250.00	\$ -	\$ -	\$ 10,250.00
464	RCP (Sewer) (CL III) (18") (SPL)	LF	1,392.00	1,392.00	1,392	0	1,392	\$ 24.00	\$ 24.00	\$ 33,408.00	\$ 33,408.00	\$ -	\$ -	\$ 33,408.00
464	RCP (Sewer) (CL III) (24") (SPL)	LF	2,109.00	2,109.00	2,109	0	2,109	\$ 34.00	\$ 16.00	\$ 71,706.00	\$ 33,744.00	\$ (37,962.00)	\$ -	\$ 33,744.00

Item No.	Item Description	Unit	Original Contract Quantity	Revised Contract Quantity	Previous Quantity Completed	Quantity Completed This Period	Quantity Completed to Date	Unit Price	Revised Unit Price	Item Total Cost	Revised Item Total Cost	Change in Contract Cost	Amount of Completed Work This Period	Amount of Completed Work
464	RCP (Sewer) (CL III) (30") (SPL)	LF	2,411.00	2,411.00	2411	0	2411	\$ 44.00	\$ 16.00	\$ 106,084.00	\$ 38,576.00	\$ (67,508.00)	\$ -	\$ 38,576.00
464	RCP (Sewer) (CL III) (36") (SPL)	LF	4.00	4.00	4	0	4	\$ 60.00	\$ 60.00	\$ 240.00	\$ 240.00	\$ -	\$ -	\$ 240.00
464	RCP (Sewer) (CL III) (54") (SPL)	LF	773.00	773.00	773	0	773	\$ 100.00	\$ 100.00	\$ 77,300.00	\$ 77,300.00	\$ -	\$ -	\$ 77,300.00
465	Manhole (TY "A")	EA	2.00	2.00	2	0	2	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
465	Manhole (TY "A1")	EA	2.00	2.00	2	0	2	\$ 2,200.00	\$ 2,200.00	\$ 4,400.00	\$ 4,400.00	\$ -	\$ -	\$ 4,400.00
465	Inlet (TY F)	EA	24.00	24.00	24	0	24	\$ 2,000.00	\$ 2,000.00	\$ 48,000.00	\$ 48,000.00	\$ -	\$ -	\$ 48,000.00
465	Manhole (TY "M")	EA	1.00	1.00	1	0	1	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ -	\$ -	\$ 2,200.00
479	Adjust. Manholes and Inlets	EA	0.00	13.00	13	0	13	\$ -	\$ 3,000.00	\$ -	\$ 39,000.00	\$ 39,000.00	\$ -	\$ 39,000.00
500	Mobilization	LS	1.00	1.00	1	0	1	\$ 60,000.00	\$ 90,060.00	\$ 60,000.00	\$ 90,060.00	\$ 30,060.00	\$ -	\$ 90,060.00
502	Barriades, Signs & Traffic Handling	MO	6.00	17.00	17	0	17	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 85,000.00	\$ 55,000.00	\$ -	\$ 85,000.00
529	Concrete Curb & Gutter (TY A)(Barrier)	LF	10,210.00	10,210.00	10210	0	10210	\$ 6.00	\$ 6.00	\$ 61,260.00	\$ 61,260.00	\$ -	\$ -	\$ 61,260.00
529	Concrete Gutter (4F)	LF	1,180.00	1,180.00	1180	0	1180	\$ 17.00	\$ 17.00	\$ 20,060.00	\$ 20,060.00	\$ -	\$ -	\$ 20,060.00
530	Driveways (TY PB)	SY	167.00	167.00	167	0	167	\$ 14.00	\$ 14.00	\$ 2,338.00	\$ 2,338.00	\$ -	\$ -	\$ 2,338.00
530	Driveways (CONCRETE)	SY	46.00	0.00	0	0	0	\$ 32.00	\$ 32.00	\$ 1,472.00	\$ -	\$ (1,472.00)	\$ -	\$ -
530	Turnouts (TY PRB-1)	SY	1,355.00	1,355.00	1355	0	1355	\$ 17.00	\$ 17.00	\$ 23,035.00	\$ 23,035.00	\$ -	\$ -	\$ 23,035.00
531	Concrete Sidewalks (5-F)	SY	3,229.00	0.00	0	0	0	\$ 27.00	\$ 27.00	\$ 87,183.00	\$ -	\$ (87,183.00)	\$ -	\$ -
531	Curb Ramps (TY B)	EA	0.00	0.00	0	0	0	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -
618	Conduit (PVC) (SCHD 40) (1-inch)	LF	230.00	230.00	230	0	230	\$ 6.00	\$ 6.00	\$ 1,380.00	\$ 1,380.00	\$ -	\$ -	\$ 1,380.00
618	Conduit (PVC) (SCHD 40) (2-inch)	LF	685.00	685.00	685	0	685	\$ 7.00	\$ 7.00	\$ 4,795.00	\$ 4,795.00	\$ -	\$ -	\$ 4,795.00
618	Conduit (PVC) (SCHD 40) (4-inch)	LF	180.00	180.00	180	0	180	\$ 8.00	\$ 8.00	\$ 1,440.00	\$ 1,440.00	\$ -	\$ -	\$ 1,440.00
618	Conduit (PVC) (SCHD 40) (4-inch) (Bore)	LF	160.00	160.00	160	0	160	\$ 22.00	\$ 22.00	\$ 3,520.00	\$ 3,520.00	\$ -	\$ -	\$ 3,520.00
620	Electrical Conductor (No. 6) (Bare)	LF	40.00	40.00	40	0	40	\$ 0.55	\$ 0.55	\$ 22.00	\$ 22.00	\$ -	\$ -	\$ 22.00
620	Electrical Conductor (No. 6) (Insulated)	LF	170.00	170.00	170	0	170	\$ 0.80	\$ 0.80	\$ 136.00	\$ 136.00	\$ -	\$ -	\$ 136.00
620	Electrical Conductor (No. 8) (Bare)	LF	12.00	12.00	12	0	12	\$ 0.40	\$ 0.40	\$ 4.80	\$ 4.80	\$ -	\$ -	\$ 4.80
624	Ground Box TY-A (122311) w/ Apron	EA	9.00	10.00	9	1	10	\$ 445.00	\$ 445.00	\$ 4,005.00	\$ 4,450.00	\$ 445.00	\$ 445.00	\$ 4,450.00
628	Elec Serv TY-T (120/240/000 (NS)GS(L)TP(U)	EA	2.00	2.00	2	0	2	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
644	Small Rdstd Sgn Assm TY TW(1)WA(P)	EA	15.00	16.00	16	0	16	\$ 204.00	\$ 204.00	\$ 3,060.00	\$ 3,264.00	\$ 204.00	\$ -	\$ 3,264.00
644	Small Rdstd Sgn Assm TY 10BWG(1)SA(P)	EA	8.00	8.00	8	0	8	\$ 281.00	\$ 281.00	\$ 2,248.00	\$ 2,248.00	\$ -	\$ -	\$ 2,248.00
644	Small Rdstd Sgn Assm TY S80(1)SA(U-1EXT)	EA	1.00	1.00	1	0	1	\$ 540.00	\$ 540.00	\$ 540.00	\$ 540.00	\$ -	\$ -	\$ 540.00

Item No.	Item Description	Unit	Original Contract Quantity	Revised Contract Quantity	Previous Quantity Completed	Quantity Completed This Period	Quantity Completed to Date	Unit Price	Revised Unit Price	Item Total Cost	Revised Item Total Cost	Change in Contract Cost	Amount of Completed Work This Period	Amount of Completed Work
649	Remove Small Roadside Sign Assemblies	EA	17.00	17.00	17	0	17	\$ 45.00	\$ 45.00	\$ 765.00	\$ 765.00	\$ -	\$ -	\$ 765.00
649	Relocate Small Roadside Sign Assemblies	EA	4.00	4.00	4	0	4	\$ 200.00	\$ 200.00	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ 800.00
656	Foundations for Traffic Signals (36-inch)	LF	65.00	65.00	65	0	65	\$ 135.00	\$ 135.00	\$ 8,775.00	\$ 8,775.00	\$ -	\$ -	\$ 8,775.00
656	Traffic Signal Control Foundation	EA	1.00	1.00	1	0	1	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ -	\$ -	\$ 900.00
662	Work Zone Pave Mark (Remov) (W) (4") (Sid)	LF	5,605.00	5,605.00	5605	0	5605	\$ 0.60	\$ 0.60	\$ 3,363.00	\$ 3,363.00	\$ -	\$ -	\$ 3,363.00
662	Work Zone Pave Mark (Remov) (Y) (4") (Sid)	LF	11,210.00	11,210.00	11210	0	11210	\$ 0.55	\$ 0.55	\$ 6,165.50	\$ 6,165.50	\$ -	\$ -	\$ 6,165.50
662	Work Zone Pave Mark Short Term (Tab) Ty W	EA	511.00	511.00	511	0	511	\$ 0.85	\$ 0.85	\$ 434.35	\$ 434.35	\$ -	\$ -	\$ 434.35
662	Work Zone Pave Mark Short Term (Tab) Ty Y-2	EA	767.00	767.00	767	0	767	\$ 0.50	\$ 0.50	\$ 383.50	\$ 383.50	\$ -	\$ -	\$ 383.50
666	Refl Pave Mark Ty 1 (W) (4") (Bk)	LF	2,553.00	2,340.00	2553	-213	2340	\$ 0.20	\$ 0.20	\$ 510.60	\$ 468.00	\$ (42.60)	\$ (42.60)	\$ 468.00
666	Refl Pave Mark Ty 1 (W) (8") (Sid)	LF	100.00	224.00	100	124	224	\$ 0.65	\$ 0.65	\$ 65.00	\$ 145.60	\$ 80.60	\$ 80.60	\$ 145.60
666	Refl Pave Mark Ty 1 (W) (24") (Sid)	LF	526.00	680.00	457	223.00	680	\$ 2.40	\$ 2.40	\$ 1,262.40	\$ 1,632.00	\$ 369.60	\$ 535.20	\$ 1,632.00
666	Refl Pave Mark Ty 1 (Y) (4") (Sid)	LF	10,210.00	8,253.00	15319	-7066	8253	\$ 0.25	\$ 0.25	\$ 2,552.50	\$ 2,063.25	\$ (489.25)	\$ (1,766.50)	\$ 2,063.25
666	Refl Pave Mark Ty 1 (Y) (4") (Bk)	LF	2,553.00	2,120.00	2553	-433	2120	\$ 0.25	\$ 0.25	\$ 638.25	\$ 530.00	\$ (108.25)	\$ (108.25)	\$ 530.00
668	Prefab Pave Mark Ty B (W) (ONLY)	EA	1.00	3.00	3	0	3	\$ 400.00	\$ 400.00	\$ 400.00	\$ 1,200.00	\$ 800.00	\$ -	\$ 1,200.00
668	Prefab Pave Mark Ty B (W) (SYMBOL)	EA	8.00	13.00	12	1	13	\$ 200.00	\$ 200.00	\$ 1,600.00	\$ 2,600.00	\$ 1,000.00	\$ 200.00	\$ 2,600.00
672	Rais Pave Marker CI B (Refl) Ty II-AA	EA	140.00	220.00	140	80	220	\$ 3.00	\$ 3.00	\$ 420.00	\$ 660.00	\$ 240.00	\$ 240.00	\$ 660.00
672	Rais Pave Marker CI B (Refl) Ty I-C	EA	130.00	136.00	130	6	136	\$ 3.40	\$ 3.40	\$ 442.00	\$ 462.40	\$ 20.40	\$ 20.40	\$ 462.40
677	Eliminate Pave Mark	LF	3,000.00	3,000.00	3000	0	3000	\$ 0.60	\$ 0.60	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -	\$ 1,800.00
680	Instal Hwy Traffic Signal (ISOLATED)	EA	1.00	1.00	1	0	1	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
680	Instal Hwy Traffic Signal (FLASHING BEACON)	EA	1.00	1.00	1	0	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
682	Veh Signal Section (12 inch)	EA	47.00	47.00	47	0	47	\$ 140.00	\$ 140.00	\$ 6,580.00	\$ 6,580.00	\$ -	\$ -	\$ 6,580.00
682	Ped Signal Section (2 indications in 1 section)	EA	8.00	8.00	8	0	8	\$ 300.00	\$ 300.00	\$ 2,400.00	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00
682	Back Plate (3 Sec) (12 inch)	EA	8.00	8.00	8	0	8	\$ 60.00	\$ 60.00	\$ 480.00	\$ 480.00	\$ -	\$ -	\$ 480.00
682	Back Plate (5 Sec) (12 inch)	EA	3.00	3.00	3	0	3	\$ 100.00	\$ 100.00	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ 300.00
684	Traf Sig Chl (TY A) (5 Conductor) (12 AWG)	LF	2,455.00	3,155.00	2455	700	3155	\$ 1.20	\$ 1.20	\$ 2,946.00	\$ 3,786.00	\$ 840.00	\$ 840.00	\$ 3,786.00
684	Traf Sig Chl (TY A) (7 Conductor) (12 AWG)	LF	656.00	656.00	656	0	656	\$ 1.50	\$ 1.50	\$ 984.00	\$ 984.00	\$ -	\$ -	\$ 984.00
684	Traf Sig Chl (TY A) (2 Conductor) (14 AWG)	LF	2,260.00	2,520.00	1582	938.00	2520	\$ 0.80	\$ 0.80	\$ 1,808.00	\$ 2,016.00	\$ 208.00	\$ 750.40	\$ 2,016.00
686	Traf Sig Pole Assembly (Stl) Str (TY B)	EA	2.00	2.00	2	0	2	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
686	Traf Sig Pole Assembly (Stl) Str (TY B) 30' Lum	EA	3.00	3.00	3	0	3	\$ 2,800.00	\$ 2,800.00	\$ 8,400.00	\$ 8,400.00	\$ -	\$ -	\$ 8,400.00

Item No.	Item Description	Unit	Original Contract Quantity	Revised Contract Quantity	Previous Quantity Completed	Quantity Completed This Period	Quantity Completed to Date	Unit Price	Revised Unit Price	Item Total Cost	Revised Item Total Cost	Change in Contract Cost	Amount of Completed Work This Period	Amount of Completed Work
688	Ped Detect (Push Button)	EA	8.00	8.00	4	4	8	\$ 100.00	\$ 100.00	\$ 800.00	\$ 800.00	\$ -	\$ 400.00	\$ 800.00
688	Veh Detect (Saw Cut)	LF	1,163.00	1,375.00	1016	359	1375	\$ 6.00	\$ 6.00	\$ 6,978.00	\$ 8,250.00	\$ 1,272.00	\$ 2,154.00	\$ 8,250.00
5010	Construction Exits (TY II)	SY	622.00	0.00	0	0	0	\$ 12.00	\$ 12.00	\$ 7,464.00	\$ -	\$ (7,464.00)	\$ -	\$ -
5010	Construction Exits (TY II)(Remove)	SY	622.00	0.00	0	0	0	\$ 6.00	\$ 6.00	\$ 3,732.00	\$ -	\$ (3,732.00)	\$ -	\$ -
5249	Temp Sediment Control Fence (Install)	LF	964.00	0.00	0	0	0	\$ 3.00	\$ 3.00	\$ 2,892.00	\$ -	\$ (2,892.00)	\$ -	\$ -
5249	Temp Sediment Control Fence (Remove & Replace)	LF	482.00	0.00	0	0	0	\$ 3.25	\$ 3.25	\$ 1,566.50	\$ -	\$ (1,566.50)	\$ -	\$ -
5249	Temp Sediment Control Fence (Remove)	LF	964.00	0.00	0	0	0	\$ 1.00	\$ 1.00	\$ 964.00	\$ -	\$ (964.00)	\$ -	\$ -
8415	3/C #12 Luminaire Tray Cable	LF	785.00	785.00	785	0	785	\$ 1.20	\$ 1.20	\$ 942.00	\$ 942.00	\$ -	\$ -	\$ 942.00

TOTALS \$1,565,834.90 \$1,315,411.90 \$(250,423.00) \$ 8,962.25 \$1,315,411.90

Original Amount of Contract:	\$ 1,565,834.90
Approved Change Order (s) #1- #5	\$(250,423.00)
Total Amount of Contract:	\$ 1,315,411.90
Total Amount of Work Completed this Period:	\$ -
Total Amount of Work Completed:	\$ 1,315,411.90
Less Amount Retained:	5% \$ -
Net Amount Due on Contract:	\$ 1,315,411.90
Less Amount of Previous Payments:	\$ 1,249,641.31
Less Liquidated Damages	\$ 35,400.00
Balance Due This Estimate:	\$ 30,370.59

Contractor

INVOICE RECEIVED BY:

ON 11/18/06

GOODS SERVICES RECEIVED BY:

ON 11/17/06

543930

6-1202-431-00-122-006-0-841

AI-1218

13.C.1.

Pct. 4-Work Auth #5-L&G Engineering-C-05-253-07-19

CC REGULAR

Date: 11/21/2006

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Agenda Item

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #5 in the amount of \$ 3,840.75 with L & G ENGINEERING LABORATORY, LLC for "Construction Material Testing of Owassa Road Construction Project" -Hidalgo County Precinct No. 4, in connection with Contract No. C-05-253-07-19

BACKGROUND

Work Authorization No. 5

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1204-431-00-124-007-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds Available: \$46,817.58 as of 11-16-06

FISCAL YEAR: 2006

ACCT. #: 6-1204-431-00-124-007-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds Available: \$1,000.00 as of 11-16-06

Attachments

Link: Pct. 4-Work Auth #5-L&G Engineering-C-05-253-07-19

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/16/2006 02:30 PM	APRV
2	Budget & Management	Dina Trevino	11/16/2006 03:46 PM	APRV
3	Mario Betancourt	Mario Betancourt	11/16/2006 04:00 PM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 09:13 AM	APRV
5	Arcy Duran	Arcilia Duran	11/17/2006 09:21 AM	APRV
6	Elizabeth Cano			NEW
7	Joy Hsu			
8	Agenda Coordinator			

Form Started By: Letty Saenz

Started On: 11/15/2006 04:24 PM

Final Approval Date:

COUNTY *of* HIDALGO

OSCAR L. GARZA, JR.

1102 N. DOOLITTLE RD.

EDINBURG, TEXAS 78541

OFFICE: (956) 383-3112

FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. No. 4

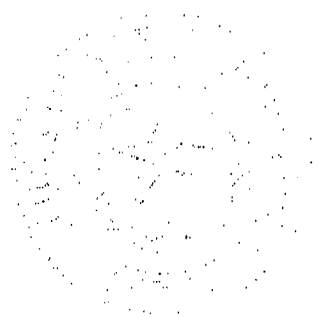
MEMO

DATE: NOVEMBER 15, 2006
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA H. SAENZ
FROM: HIDALGO COUNTY PRECINCT #4 *Oscar L. Garza, Jr.*
REF: WORK AUTHORIZATION #5
C# 05-253-07-19
ACCT.#: 6-1204-431-00-124-007-0-731 & 841

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING WORK AUTHORIZATION #5 IN THE AMOUNT OF \$3,840.75 FOR L & G ENGINEERING LABORATORY, L.L.C. BE PLACED ON THE NEXT COMMISSIONERS' COURT AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC: COUNTY FILES
ATTACHMENT: WORK AUTHORIZATION #5



HIDALGO COUNTY
Professional Engineering Services
Contract # C-05-253-07-19
Work Authorization Form

WORK AUTHORIZATION NO. 05

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for the Owassa Road Construction Project in Hidalgo County Precinct No. Four (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 \$3,840.75. 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. 05 shall be funded through funding source:

Account No. 6-1204-431-00-124-007-0-731 & 841.

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: Owassa Road Construction Project in Hidalgo County Precinct No. Four (4)

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Owassa Road Construction Project in Hidalgo County Precinct No. Four (4)**.

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: Owassa Road, Edinburg, Texas in Hidalgo County Precinct No. Four (4)

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services**.

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Owassa Road Construction Project in Hidalgo County Precinct No. Four (4)**.

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo** and the project plans and specifications.

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: Owassa Road Construction Project in Hidalgo County Precinct No. Four (4)

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 4** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-05-253-07-19**.

ATTACHMENT "D"
Cost Proposal

PROJECT: Owassa Road Construction Project in Hidalgo County Precinct No. Four (4).

See Attached

L & G Engineering Laboratory

Construction Material Testing Geotechnical Engineering

Attachment I Owassa Drive, Edinburg, Texas Prepared For Hidalgo County Pct. No. 4

Subgrade Laboratory Testing					
Tech Time	3	Hrs.	\$39.35	\$118.05	based on 1 trip and 1 sample for MD Det & Atterberg Limits
Trip Charge	45	MI	\$0.41	\$18.45	
Proctor	1	Ea.	\$169.35	\$169.35	
Atterberg	1	Ea.	\$65.55	\$65.55	
Reports	2	Ea.	\$17.50	\$35.00	
			Sub.	\$406.40	
Subgrade Field Density Testing					
Tech Time	6	Hrs.	\$39.35	\$236.10	based on 2 trips to perform field density testing/subgrade
Trip Charge	90	MI	\$0.41	\$36.90	
Comp. Test	8	Ea.	\$19.65	\$157.20	
Reports	2	Ea.	\$17.50	\$35.00	
			Sub.	\$465.20	
Roadway Base Materials Testing Laboratory					
Tech Time	3	Hrs.	\$39.35	\$118.05	based on 1 trips to pick up one base mtl sample
Trip Charge	45	MI.	\$0.41	\$18.45	
Sieve Analysis	1	Ea.	\$49.15	\$49.15	
Texas Wet Ball Mill	1	Ea.	\$191.25	\$191.25	
Moisture-Density Detorm	1	Ea.	\$169.35	\$169.35	
Reports	2	Ea.	\$17.50	\$35.00	
			Sub.	\$581.25	
Base Material Field Density Testing					
Tech Time	12	Hrs.	\$39.35	\$472.20	based on 4 trips to perform field density testing on Caliche (2 six inch layers)
Trip Charge	180	MI	\$0.41	\$73.80	
Comp. Test	16	Ea.	\$19.65	\$314.40	
Reports	2	Ea.	\$17.50	\$35.00	
			Sub.	\$895.40	
Asphalt Testing Field and Laboratory					
Tech Time	8	Hrs.	\$50.25	\$402.00	based on 2 trips to perform asphalt rolling patterns, secure samples for laboratory testing and asphalt coring for thickness determination
Trip Charge	90	MI	\$0.41	\$36.90	
Rolling Patterns	2	Ea.	\$32.80	\$65.60	
Laboratory Molded (ga)	2	Ea.	\$60.10	\$120.20	
%AC-Grad	2	Ea.	\$191.25	\$382.50	
Rice Gravity (gr)	2	Ea.	\$98.35	\$196.70	
Thickness	4	Ea.	\$54.65	\$218.60	
Reports	4	Ea.	\$17.50	\$70.00	
			Sub.	\$1,492.50	

Total Estimated Materials Testing Fees

\$3,840.75

AI-1229

13.D.1.

**Approval of request for payment Invoice No. Two
CC REGULAR**

Date: 11/21/2006

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Buildings & Grounds

Agenda Item

CAPTION

Approval to request for payment Invoice No Two (2) in the amount of \$ 7,698.00 from Alcocer Garcia Associates Design Consulting, contracted architect for "Interior Repairs and Renovations to the 398th. State District Court Building" Contract No. C-06-177-04-11 PO No. 570477

BACKGROUND

Invoice No Two (2) from Alcocer Garcia Associates for \$ 7,698.00

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1334-412-40-220-010-0-334

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 6

ACCT. #: 6-1334-412-40-220-010-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds in PO # 570477 --\$12,510.00 as of 11-17-06

Attachments

Link: [Approval of request for payment Invoice No. Two](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/16/2006 02:36 PM	APRV
2	Budget & Management	Dina Trevino	11/16/2006 05:10 PM	APRV
3	Mario Betancourt	Mario Betancourt	11/17/2006 11:41 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 02:28 PM	APRV
5	Arcy Duran	Arcilia Duran	11/20/2006 09:27 AM	APRV
6	Joy Hsu			NEW
7	Agenda Coordinator			

Form Started By: Juan Tapia

Started On: 11/16/2006 10:41 AM

Final Approval Date:



ALCÓCER GARCIA ASSOCIATES
DESIGN CONSULTING

1335 E. JASMINE AVE., McALLEN, TEXAS 78501 956.618.2007 FAX 956.618.2008

INVOICE FOR SERVICES:

CONTRACT C-06-177-04-11

P.O. # 570477

INVOICE No. : **Two**

DATE: November 15 , 2006

PROJECT: STATE DISTRICT COURT 398 REMODEL
HIDALGO COUNTY COURTHOUSE

TO: OFFICE OF THE COUNTY JUDGE
c/o Buildings & Grounds Department
County of Hidalgo
Edinburg, Tx 78539

In accordance with the A/E contract dated April , 2006, there is due at this time for professional design services on the above referenced project, the amount of : \$ 7,698.00

A/E fee, fixed sum of \$ 19,245.00

Fee breakdown:

Schematic Design Phase (15%)..... \$ 2,886.00 (pd)

Design Development Phase (20%)..... 3,849.00 (pd)

Construction Documents Phase (40%)..... 7,698.00

Bidding Phase. (5%)..... 962.00

Construction Phase (20%)..... 3,850.00

This Invoice for: Completion of Construction Documents Phase.

AMOUNT DUE THIS INVOICE..... \$ 7,698.00.00

5 sets of final plans & specs delivered to J. Tapia, Purchasing Dept.

Please remit payment to:

Alcócer Garcia Associates Design Consulting
1335 East Jasmine Avenue
McAllen, Texas 78501

Thank you,
AGADC

George A. Garcia
Project Architect

AI-1176

13.E.1.

**Hidalgo County Border Colonia Access Program Pct No 3
CC REGULAR**

Date: 11/21/2006

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Colonia Access
Program

Agenda Item

CAPTION

BACKGROUND

Letters of recommendation from Precinct & Engineer are attached along with bid tabulation

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1311-431-00-123-322-1-733&734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Accounts verified by Mike Escaname from Auditor's Office.
\$209,855.52 available balance in object codes 733 and 734. Cost to be reduced to budgeted amts.
Some items in tabulation list not necessary and will be deducted from actual services. RC

Attachments

Link: [agenda - 1176](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/15/2006 02:44 PM	APRV
2	Budget & Management	Dina Trevino	11/16/2006 09:08 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/17/2006 11:25 AM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 02:21 PM	APRV
5	Mike Escaname	Mike Escaname	11/17/2006 02:47 PM	APRV
6	Linda Fong	Linda Fong	11/20/2006 08:40 AM	APRV
7	Agenda Coordinator			NEW

Form Started By: Laura Moya

Started On: 11/14/2006 02:56
PM

Final Approval Date:



Hidalgo County Border Colonias Access Program

MEMORANDUM

TO: Laura Moya, BCAP Purchaser

CC: Marty Salazar, Hidalgo County Purchasing Agent
Mona Parra, Hidalgo County Precinct No.3 Chief Administrator
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director 

DATE: 14 November 2006

Subject: **Award of Bid - Border Colonias Access Program, Hilda Subdivision
CAP-06-006-11-01; CSJ: 2C1080322**

Marty/Laura, please place the following item on the 21st November 2006 Commissioner's Court agenda:

Approval to accept the recommendation from Precinct No. 3 Colonia project engineer (Hinojosa Engineering, Inc.) to award the low bid on the following project.

Hilda Subdivision CAP-06-006-11-01; CSJ: 2C1080322

**Colonias Access Program – Hilda Subdivision 6-1311-431-00-123-322-0-734
6-1311-431-00-123-322-0-733**

The project will be valued-engineered to reduce the cost to within the budget amount. A change order will be generated to reduce the cost.

Attached you will also find the recommendation letter from the Engineering Firm.

If you have any questions, please advice.

Thanks,



HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying

November 8, 2006

Hidalgo County Pct. 2
Mr. Agapito Vargas, Jr.
Colonia Access Program Director
301 E. State
Pharr, Texas 78577

RE: Letter of Recommendation

PROJECTS: Hilda Subdivision CAP-06-006-11-01
CSJ: 2C1080322

Dear Mr. Vargas,

On November 1, 2006 bids were opened on the above referenced project at the Hidalgo County Purchasing Department. A total of four bids were submitted to the County. **JM Construction** submitted a **Base Bid** of \$347,632.39, **Sascon, Inc.** submitted a **Base Bid** of \$330,736.22, **Jimmy Closner & Sons** submitted a **Base Bid** of \$323,433.45 and **S&G Paving** submitted a **Base Bid** of \$265,211.58. Based on the bid amounts submitted, Hinojosa Engineering, Inc. has reviewed the bids and recommends the project be awarded to S&G Paving out of Mission, Texas.

Respectfully submitted,
Hinojosa Engineering, Inc.

Ricardo Hinojosa, P.E.
President

CC: Hinojosa Engineering, Inc. File

BID TABULATION FOR
COLONIA ACCESS PROGRAM PROJECT - PRECINCT NO 3
"ROAD CONSTRUCTION OF HILDA SUBDIVISION"
CAP-06-006-11-01

S&G Paving				Jimmy Closner & Sons		Sascon Inc.		JM Construction	
Item Number	Estimated Quantity	Unit Price	Total Figures	Unit Price	Total Figures	Unit Price	Total Figures	Unit Price	Total Figures
100	26,017.8	\$ 1,000.00	\$ 26,017.80	\$ 1,200.00	\$ 31,221.36	\$ 800.00	\$ 20,814.24	\$ 800.00	\$ 20,814.24
132	26,017.8	\$ 100.00	\$ 2,601.78	\$ 300.00	\$ 7,805.34	\$ 600.00	\$ 15,610.68	\$ 500.00	\$ 13,008.90
247	1,350	\$ 28.00	\$ 37,800.00	\$ 24.00	\$ 32,400.00	\$ 34.00	\$ 45,900.00	\$ 6.25	\$ 8,437.50
251	1,350	\$ 5.00	\$ 6,750.00	\$ 15.00	\$ 20,250.00	\$ 18.00	\$ 24,300.00	\$ 4.15	\$ 5,602.50
262	8,095	\$ 1.00	\$ 8,095.00	\$ 2.25	\$ 18,213.75	\$ 1.90	\$ 15,380.50	\$ 5.15	\$ 41,689.25
262	38	\$ 120.00	\$ 4,560.00	\$ 110.00	\$ 4,180.00	\$ 140.00	\$ 5,320.00	\$ 165.00	\$ 6,270.00
310	1,416	\$ 3.00	\$ 4,248.00	\$ 2.25	\$ 3,186.00	\$ 3.30	\$ 4,672.80	\$ 5.75	\$ 8,142.00
340	7,080	\$ 8.00	\$ 56,640.00	\$ 5.25	\$ 37,170.00	\$ 6.60	\$ 46,728.00	\$ 7.95	\$ 56,286.00
464	252	\$ 30.00	\$ 7,560.00	\$ 42.00	\$ 10,584.00	\$ 33.00	\$ 8,316.00	\$ 37.00	\$ 9,324.00
464	1,573	\$ 24.00	\$ 37,752.00	\$ 38.00	\$ 59,774.00	\$ 28.00	\$ 44,044.00	\$ 25.00	\$ 39,325.00
467	6	\$ 500.00	\$ 3,000.00	\$ 650.00	\$ 3,900.00	\$ 400.00	\$ 2,400.00	\$ 800.00	\$ 4,800.00
502	3	\$ 1,500.00	\$ 4,500.00	\$ 850.00	\$ 2,550.00	\$ 1,600.00	\$ 4,800.00	\$ 1,500.00	\$ 4,500.00
506	5,249	\$ 4.00	\$ 20,996.00	\$ 3.25	\$ 17,059.25	\$ 5.00	\$ 26,245.00	\$ 5.00	\$ 26,245.00
506	5,249	\$ 1.00	\$ 5,249.00	\$ 1.50	\$ 7,873.50	\$ 1.00	\$ 5,249.00	\$ 5.00	\$ 26,245.00
506	145	\$ 7.00	\$ 1,015.00	\$ 8.50	\$ 1,232.50	\$ 30.00	\$ 4,350.00	\$ 4.00	\$ 580.00
506	145	\$ 6.00	\$ 870.00	\$ 4.25	\$ 616.25	\$ 10.00	\$ 1,450.00	\$ 4.00	\$ 580.00
529	52	\$ 18.00	\$ 936.00	\$ 28.00	\$ 1,456.00	\$ 22.00	\$ 1,144.00	\$ 45.00	\$ 2,340.00
530	290	\$ 18.00	\$ 5,220.00	\$ 18.00	\$ 5,220.00	\$ 18.00	\$ 5,220.00	\$ 27.00	\$ 7,830.00
530	483	\$ 15.00	\$ 7,245.00	\$ 12.50	\$ 6,037.50	\$ 26.00	\$ 12,558.00	\$ 29.00	\$ 14,007.00
530	1,098	\$ 22.00	\$ 24,156.00	\$ 48.00	\$ 52,704.00	\$ 33.00	\$ 36,234.00	\$ 47.00	\$ 51,606.00
TOTAL AMOUNT			\$ 265,211.58		\$ 323,433.45		\$ 330,736.22		\$ 347,632.39
Amendment Received				✓		✓		✓	
Bid Bond/Cashier's Check				Bid Bond Included		Bid Bond Included		Bid Bond Included	

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

DRAFT

CONSTRUCTION CONTRACT
CONTRACT NO: _____

This Agreement, entered in to this _____ day of _____, 2006 by and between Hidalgo County Precinct No. 3 (hereinafter called the "Owner," and _____ (A Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "Contractor".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

HILDA SUBDIVISION
PAVING IMPROVEMENTS

Hereinafter called "the project", for the sum of _____ (\$ _____) and all extra work in connection therewith, under the terms and stated in the General and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Hinojosa Engineering, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 90 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON, _____, 2006.

DRAFT

CONTRACTOR: _____
Print Name & Title: _____
Name of Firm : _____
Address: _____
Fed. I.D. #/ SS# : _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____ day of _____,
2006, by _____ of and on behalf of _____
(Title) (A corporation)

Notary Public Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

COUNTY OF HIDALGO:

Eddy Treviño , County Clerk

Ramon Garcia, County Judge

AI-1085

13.F.1.

**Real Estate /Standing Item
CC REGULAR**

Date: 11/21/2006

Submitted By: Neilda Cavazos, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Co. Wide

Agenda Item

CAPTION

Requesting authority to obtain and approval of (when applicable), including but not limited to, the following item necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, surveys, all phases-environmental assesments, title reports or title policies services, commercial contractors (improved property) or option contracts with auhtority for County Auditor to issue earnest money payment(s) or ioption payment(s) and County Judge to execute necessary/required documents(s)

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/06/2006 04:54 PM	APRV
2	Purchasing Department	Marty Salazar	11/08/2006 10:53 AM	APRV
3	Auditor's Office	Linda Fong	11/09/2006 10:58 AM	APRV
4	Agenda Coordinator	Monica Badillo	11/09/2006 03:19 PM	APRV

Form Started By: Neilda Cavazos

Started On: 11/06/2006 04:41 PM

Final Approval Date: 11/09/2006

AI-1084

13.F.2.

**Standing Item
CC REGULAR**

Date: 11/21/2006
Submitted By: Neilda Cavazos, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Purchasing only: Co. Wide

Agenda Item

CAPTION

Presentation for discussion, consideration and action (if necessary) including, but not limited to, the following: Damages and on-going county efforts to address emergency situation/conditions resulting from torrential rains and flooding.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/06/2006 04:52 PM	APRV
2	Purchasing Department	Marty Salazar	11/08/2006 10:53 AM	APRV
3	Auditor's Office	Linda Fong	11/09/2006 10:58 AM	APRV
4	Agenda Coordinator	Monica Badillo	11/09/2006 03:19 PM	APRV

Form Started By: Neilda Cavazos

Started On: 11/06/2006 04:30 PM

Final Approval Date: 11/09/2006

AI-1161

13.G.1.

**Service Agreement for Kitchen Equipment and Appliances
CC REGULAR**

Date: 11/21/2006

Submitted By: Roli Flores, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Sheriff's Office

Agenda Item

CAPTION

Requesting approval to enter into a one (1) year service agreement (obtained through sealed quotes) with Hobart Corporation for kitchen equipment and appliances at the Adult Detention Center in the amount of \$ 19, 907.00 per year but, in no event exceed the \$ 25,000.00 statutory bid limit.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 71100423212800020432

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [kitchen equipment backup](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/14/2006 04:18 PM	APRV
2	Budget & Management	Dina Trevino	11/14/2006 05:05 PM	APRV
3	Ana Galvan	Anna Galvan	11/16/2006 04:10 PM	APRV
4	Auditor's Office	Linda Fong	11/17/2006 08:51 AM	APRV
5	Arcy Duran	Arcilia Duran	11/17/2006 09:17 AM	APRV
6	Linda Fong	Linda Fong	11/17/2006 09:20 AM	APRV
7	Agenda Coordinator	Monica Badillo	11/17/2006 01:42 PM	APRV

Form Started By: Roli Flores

Started On: 11/14/2006 10:25 AM

Final Approval Date: 11/17/2006



HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

MEMORANDUM

TO: Mr. Roli Flores, Purchasing Agent
Hidalgo County Purchasing Department

FROM: Guadalupe "Lupe" Treviño
Hidalgo County Sheriff

DATE: November 13, 2006

RE: Bid No. 06-286-11-03-ROL
Service Agreement for Kitchen Equipment and Appliances

We have reviewed Bid No. 06-286-11-03-ROL in reference to Service Agreement for Kitchen Equipment and Appliances. We are recommending acceptance of the listed vendor "Hobart" meeting all specifications.

For any additional information please contact Lieutenant R. Ozuna telephone number (956) 393-6151.

HIDALGO COUNTY PURCHASING DEPARTMENT RFSQ TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Sheriff's Office

DUE DATE: November 3, 2006

OPENING TIME: 4:00 P.M.

DESCRIPTION OF RFSQ: "Service Agreement for Kitchen Equipment & Appliances"

BID No: 2006-286-11-03-ROL

	NAME OF COMPANY	TOTAL PRICE FOR ONE (1) YEAR SERVICE	
#1	HOBART CORPORATION	\$19,907.00	
#2	UNITED RESTRAUNT SUPPLY	NO QUOTE	
#3	PROFESSIONAL KITCHEN SUPPLY	NO QUOTE	
#4	COMMERCIAL KITCHEN EQUIPMENT	NO QUOTE	
#5			
#6			
#7			
#8			
#9			

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-000-00-00

THIS CONTRACT is made and entered into this th day of **Month, 2007** by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to request for bids for " _____ " (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the quote to Company.

DRAFT

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations (as provided in Exhibit "A") Hidalgo County Department for "Description of Service". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in

accordance with the Specifications within **Hidalgo County** following a request for Services by the _____ or his designated agent. Company agrees in performing the Services that it will use proper

professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning , 2004 and ending, 2005 and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

DRAFT

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

DRAFT

If to Company **Company**
 Attention: Authorized Representative
 Address
 City, State, Zip Code

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2004

Approved by Commissioners Court on, .

APPROVED AS TO FORM:

By:

Atlas & Hall, LLP

Date:

DRAFT

ATTEST:

By: _____

Ramon Garcia, County Judge

Date:

Juan D. Salinas III, County Clerk

Date:

COMPANY:

By: _____

Printed Name: _____

Title:

Date: _____

AI-1262

14.A.

Funding request - Texas Compt. funds electric coop.
CC REGULAR

Date: 11/21/2006
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

1. Discussion, consideration and action on Declaration of Support document between Estrella House and County of Hidalgo
2. Discussion, consideration and action on Declaration of Support document between The Rainbow Room and County of Hidalgo
3. Authorize County Auditor to issue check to Estrella House and The Rainbow Room

BACKGROUND

Funds available - \$ 44,492.19
to be divided equally - \$ 22,246.10 among two entities

previously on agenda on 8/29/06

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Monica Badillo	Started On: 11/17/2006 03:40 PM	
			Final Approval Date: 11/17/2006	

AI-1221

14.B.

**Historical Museum-Donna Hooks Fletcher
CC REGULAR**

Date: 11/21/2006
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Discussion, consideration, and action on request from the Donna Museum Board/Development Office for financial assistance (operating budget) for the period of October 2006 - December 2006. **Fiscal Note Attached**

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Based on submitted budget proposal- 2006-2007, estimated need for the 10/06-12-06 period is \$18,060.00. If approved by Court, this item will be funded from the General Fund at the next Commissioners' Meeting.

Attachments

Link: [Letter of Request for Financ. Assist.](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/16/2006 04:44 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	11/17/2006 01:38 PM	APRV
3	Purchasing Department			NEW
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Rosie Cantu

Started On: 11/15/2006 04:28 PM

Final Approval Date:



Donna Hooks Fletcher Historical Museum

P.O. Box 716/318 S. Main St. Donna, Texas
Phone No. (956) 464-9989 Fax. No. (956) 464-5507
E-mail: dmuseum_edu@yahoo.com

County of Hidalgo
Budget Director/Office
Mr. V. Guerra
Edinburg, Texas 78540

November 8th, 2006

Dear Mr. Guerra:

On behalf of the Donna Museum Board of Directors and Staff, the Donna Museum is in need of help from the County of Hidalgo for operational monies this time of year (October 2006 to December 2006). The City of Donna has sustained the operating budget for the museum for the last 8 years ranging from an annual allotted amount of \$50,000. to \$75,000. per fiscal year, however due to the needs for the City of Donna streamlining various entities that are funded by our city in preparation for the New International Bridge project, the museum has been cut. We are elated in the Bridge project as it will benefit all in the future, but we stand to be in a stagnate position without our County of Hidalgo in support of our operations for month to month bills, and paid staff members (two). This is an urgent situation, and we are grateful we are being considered for monies from Hidalgo County in January of 2007.

We would very much appreciate your help during this time of hardship.
Please consider, enclosed is our budget outline for this fiscal year of 2006-2007.

Sincerely,

Ophelia Cordova Grubb – Donna Museum Board/Development
Office – 464-9989
Cell- 975-8141

AI-1223

14.C.

Pct. 1- Budgeted Salary Increase

CC REGULAR

Date: 11/21/2006
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

1. Discussion, consideration and approval to increase slot no. 121-005-011 from \$21,061.00 to \$23,000.00 an increase of \$1,939.00, effective next full papperiod, 11-27-06.

2. Approval of revised salary schedule.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1201-431-00-121-005-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds through lapsed salaries. RC

Attachments

Link: [Fiscal Note](#)

Link: [Revised Salary Schedule](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/17/2006 02:13 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	11/17/2006 03:25 PM	APRV
3	Purchasing Department			NEW
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Rosie Cantu

Started On: 11/15/2006 04:30 PM

Final Approval Date:

Hidalgo County Budget Office
FISCAL NOTE

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

To: Commissioners' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, November 21, 2006

Agenda Item: AI- 1223

Summary of request/proposal: COMM. PCT.3 IS REQUESTING TO INCREASE THE BUDGETED SALARY FOR SLOT NO. 121-005-011 FROM \$21,061.00 TO \$23,000.00 A TOTAL INCREASE OF \$1,939.00. INCREASE TO BE EFFECTIVE NEXT FULL PAYPERIOD 11-27-06. SALARIES AND RELATED FRINGES HAVE BEEN PRORATED COMMENCING 11-27-06 TO END OF 2006.

Fund	Position	Slot#	Obj	Current Budgeted Pay	Salary	Requested	Total Adjustment Requested
1201	TRUCK DRIVER III	011	113	21,061.00		23,000.00	1,939.00
				21,061.00	23,000.00	1,939.00	

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
1201-431-00-121-005-0	113	PCT.1 P/U RD PERM F/T EMPLOYEES	186.44
1201-431-00-121-005-0	211	PCT.1 P/U RD HEALTH INSURANCE	-
1201-431-00-121-005-0	212	PCT.1 P/U RD LIFE INSURANCE	-
1201-431-00-121-005-0	220	PCT.1 P/U RD FICA	14.26
1201-431-00-121-005-0	230	PCT.1 P/U RD RETIREMENT	14.73
1201-431-00-121-005-0	250	PCT.1 P/U RD UNEMPLOYMENT COMP	0.93
1201-431-00-121-005-0	260	PCT.1 P/U RD WORKER'S COMP	34.08
2006 Budgetary Impact			250.44

2007 Budgetary Impact: N/A

Possible Funding Sources: FUND 1201, LASPSED SALARIES

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2006 SALARY SCHEDULE**

**1201-431-00-121-005-0
PCT.1 P/U RD**

Slot #	Obj Code	POSITION TITLE	2005 BUDGETED SALARY	2006 ADJUSTED SALARY	2006 BASE SALARY	% Inc	AMOUNT INCREASE	OTHER INCREASE	2006 BUDGETED SALARY APPROVED	2006 ACTUAL SALARY	Other Allowances					2006 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
1	113	MAINTENANCE III	\$28,456.00	\$0.00	\$28,456.00	0.03	\$854.00	\$0.00	\$29,310.00	\$29,310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,310.00
2	113	MAINTENANCE I	\$20,223.00	\$0.00	\$20,223.00	0.03	\$607.00	\$0.00	\$20,830.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00
3	113	ASST FIELD/OP DIR	\$35,177.00	\$0.00	\$35,177.00	0.03	\$1,055.00	\$0.00	\$36,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	113	HEAVY EQ OP II	\$24,357.00	\$0.00	\$24,357.00	0.03	\$731.00	\$0.00	\$25,088.00	\$25,088.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,088.00
5	113	DATA ENTRY CLERK	\$19,088.00	\$0.00	\$19,088.00	0.03	\$573.00	\$0.00	\$19,661.00	\$19,661.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,661.00
6	113	TRCK DRIVER I	\$24,357.00	\$0.00	\$24,357.00	0.03	\$731.00	\$4,222.00	\$29,310.00	\$29,310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,310.00
7	113	HEAVY EQ OP III	\$24,361.00	\$0.00	\$24,361.00	0.03	\$731.00	\$0.00	\$25,092.00	\$25,092.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,092.00
8	113	HEAVY EQUIPMENT OPERATOR III	\$28,456.00	\$0.00	\$28,456.00	0.03	\$854.00	\$0.00	\$29,310.00	\$29,310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,310.00
9	113	Maintenance I	\$23,443.00	\$0.00	\$23,443.00	0.03	\$703.00	\$0.00	\$24,146.00	\$24,146.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,146.00
10	113	MAINTENANCE II	\$24,357.00	\$0.00	\$24,357.00	0.03	\$731.00	\$0.00	\$25,088.00	\$25,088.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,088.00
11	113	TRUCK DRIVER III	\$20,448.00	\$0.00	\$20,448.00	0.03	\$613.00	\$0.00	~~\$21,061.00~~	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	113	MAINTENANCE II	\$22,339.00	\$0.00	\$22,339.00	0.03	\$670.00	\$0.00	\$23,009.00	\$23,009.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,009.00
13	113	TRUCK DRIVER III	\$22,760.00	\$0.00	\$22,760.00	0.03	\$683.00	\$0.00	\$23,443.00	\$23,443.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,443.00
14	113	TRCK DRVER III	\$21,470.00	\$0.00	\$21,470.00	0.03	\$644.00	\$0.00	\$22,114.00	\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	113	HEAVY EQ OP II	\$24,357.00	\$0.00	\$24,357.00	0.03	\$731.00	\$0.00	\$25,088.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	113	TRCK DRIVER I	\$21,470.00	\$0.00	\$21,470.00	0.03	\$644.00	\$0.00	\$22,114.00	\$22,114.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,114.00
17	113	HEAVY EQIPMENT OPERATOR III	\$21,470.00	\$0.00	\$21,470.00	0.03	\$644.00	\$0.00	\$22,114.00	\$22,114.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,114.00
18	113	HEAVY EQ OP I	\$20,448.00	\$0.00	\$20,448.00	0.03	\$613.00	\$0.00	\$21,061.00	\$21,061.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,061.00
19	113	HEAVY EQ OP I	\$20,039.00	\$0.00	\$20,039.00	0.03	\$601.00	\$0.00	\$20,640.00	\$20,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,640.00
20	113	ADMINISTRATIVE SECRETARY	\$32,000.00	\$0.00	\$32,000.00	0.03	\$960.00	\$0.00	\$32,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21	113	FIELD OPER DIR	\$49,350.00	\$0.00	\$49,350.00	0.03	\$1,480.00	\$0.00	\$50,830.00	\$50,830.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,830.00
22	113	TRCK DRIVER III	\$22,339.00	\$0.00	\$22,339.00	0.03	\$670.00	\$0.00	\$23,009.00	\$23,009.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,009.00
23	113	MAINTENANCE III	\$28,456.00	\$0.00	\$28,456.00	0.03	\$854.00	\$0.00	\$29,310.00	\$29,310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,310.00
24	113	HEAVY EQ OP I	\$21,222.00	\$0.00	\$21,222.00	0.03	\$637.00	\$0.00	\$21,859.00	\$21,859.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,859.00
25	113	HEAVY EQ OP II	\$26,460.00	\$0.00	\$26,460.00	0.03	\$794.00	\$0.00	\$27,254.00	\$27,254.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,254.00
26	113	CLERK/RECEPTIONIST	\$24,500.00	\$0.00	\$24,500.00	0.03	\$735.00	\$0.00	\$25,235.00	\$25,235.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,235.00
27	113	A/P CLERK	\$28,998.00	\$0.00	\$28,998.00	0.03	\$870.00	\$0.00	\$29,868.00	\$29,868.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,868.00
28	113	HEAVY EQUIPMENT OPERATOR III	\$23,639.00	\$0.00	\$23,639.00	0.03	\$709.00	\$0.00	\$24,348.00	\$24,348.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,348.00
29	113	ADMINISTRATIVE ASSISTANT	\$51,417.00	\$0.00	\$51,417.00	0.03	\$1,543.00	\$0.00	\$52,960.00	\$52,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,960.00
30	113	EXECUTIVE ASST	\$31,762.00	\$0.00	\$31,762.00	0.03	\$953.00	\$0.00	\$32,715.00	\$32,715.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,715.00
31	113	TRF CTRL SPC I	\$28,000.00	\$0.00	\$28,000.00	0.03	\$840.00	\$0.00	\$28,840.00	\$28,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,840.00
32	113	MAINTENANCE I	\$18,767.00	\$0.00	\$18,767.00	0.03	\$563.00	\$0.00	\$19,330.00	\$19,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,330.00
33	113	HEAVY EQUIPMENT OPERATOR I	\$23,639.00	\$0.00	\$23,639.00	0.03	\$709.00	\$4,962.00	\$29,310.00	\$29,310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,310.00

**Should Be \$23,000.00.
Increased from \$21,061.00. Total increase of \$1,939.00.**

**HIDALGO COUNTY
COMMISSIONER COURT
2006 SALARY SCHEDULE**

**1201-431-00-121-005-0
PCT.1 P/U RD**

Slot #	Obj Code	POSITION TITLE	2005 BUDGETED SALARY	2006 ADJUSTED SALARY	2006 BASE SALARY	% Inc	AMOUNT INCREASE	OTHER INCREASE	2006 BUDGETED SALARY APPROVED	2006 ACTUAL SALARY	Other Allowances					2006 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
34	113	TRUCK DRIVER III	\$21,222.00	\$0.00	\$21,222.00	0.03	\$637.00	\$0.00	\$21,859.00	\$21,859.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,859.00
35	113	TRCK DRIVER III	\$19,085.00	\$0.00	\$19,085.00	0.03	\$573.00	\$0.00	\$19,658.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
36	113	MECHANIC II	\$27,134.00	\$0.00	\$27,134.00	0.03	\$814.00	\$0.00	\$27,948.00	\$27,948.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,948.00
37	113	HEAVY EQUIPMENT OPERATOR III	\$19,085.00	\$0.00	\$19,085.00	0.03	\$573.00	\$0.00	\$19,658.00	\$19,658.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,658.00
38	113	MAINTENANCE I	\$18,767.00	\$0.00	\$18,767.00	0.03	\$563.00	\$0.00	\$19,330.00	\$19,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,330.00
39	113	MAINTENANCE I	\$17,594.00	\$0.00	\$17,594.00	0.03	\$528.00	\$0.00	\$18,122.00	\$18,122.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,122.00
40	113	OFFICE MANAGER	\$35,280.00	\$3,554.95	\$38,834.95	0.03	\$1,165.00	\$0.00	\$39,999.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
41	113	MECHANIC I	\$25,358.00	\$0.00	\$25,358.00	0.03	\$761.00	\$0.00	\$26,119.00	\$26,119.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,119.00
42	113	MAINTENANCE III	\$25,526.00	\$0.00	\$25,526.00	0.03	\$766.00	\$0.00	\$26,292.00	\$26,292.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,292.00
43	113	CHIEF ADMIN	\$56,238.00	\$6,868.80	\$63,106.80	0.03	\$1,893.00	\$0.00	\$64,999.80	\$65,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
44	113	PAVING SUPVSR	\$32,414.00	\$0.00	\$32,414.00	0.03	\$972.00	\$0.00	\$33,386.00	\$33,386.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,386.00
45	113	INVENTORY COOR	\$32,414.00	\$0.00	\$32,414.00	0.03	\$972.00	\$5,614.00	\$39,000.00	\$39,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,000.00
46	113	SAFETY COORDIN	\$32,414.00	\$0.00	\$32,414.00	0.03	\$972.00	\$0.00	\$33,386.00	\$33,386.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,386.00
47	113	MECHANIC I	\$24,500.00	\$0.00	\$24,500.00	0.03	\$735.00	\$0.00	\$25,235.00	\$19,570.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,570.00
48	113	SPECIAL PROJ COORD	\$33,455.00	\$0.00	\$33,455.00	0.03	\$1,004.00	\$0.00	\$34,459.00	\$34,459.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,459.00
49	113	COORDINATOR	\$34,729.00	\$0.00	\$34,729.00	0.03	\$1,042.00	\$3,229.00	\$39,000.00	\$39,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,000.00
50	113	SAFETY DIRECTOR	\$36,338.00	\$0.00	\$36,338.00	0.03	\$1,090.00	\$0.00	\$37,428.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	113	R.O.W. DIRECTOR	\$43,260.00	\$0.00	\$43,260.00	0.03	\$1,298.00	\$0.00	\$44,558.00	\$43,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,700.00
52	113	HR COORD	\$48,668.00	\$0.00	\$48,668.00	0.03	\$1,460.00	\$0.00	\$50,128.00	\$50,128.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,128.00
53	113	Maintenance III	\$28,456.00	\$0.00	\$28,456.00	0.03	\$854.00	\$0.00	\$29,310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
54	113	MAINTENANCE II	\$28,456.00	\$0.00	\$28,456.00	0.03	\$854.00	\$0.00	\$29,310.00	\$29,310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,310.00
55	113	Maintenance III	\$28,456.00	\$0.00	\$28,456.00	0.03	\$854.00	\$0.00	\$29,310.00	\$29,310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,310.00
56	113	MAINTENANCE I	\$17,594.00	\$0.00	\$17,594.00	0.03	\$528.00	\$0.00	\$18,122.00	\$18,122.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,122.00
57	113	MAINTENANCE I	\$17,594.00	\$0.00	\$17,594.00	0.03	\$528.00	\$0.00	\$18,122.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
58	113	GRANTS SPECIALIST	\$40,950.00	\$0.00	\$40,950.00	0.03	\$1,228.00	(\$13,065.00)	\$29,113.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00
59	113	ACCOUNTANT	\$37,000.00	\$0.00	\$37,000.00	0.03	\$1,110.00	\$0.00	\$38,110.00	\$38,110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,110.00
T060	121	ADMINISTRITVE SECRETARY	\$0.00	\$31,200.00	\$31,200.00	0	\$0.00	\$0.00	\$31,200.00	\$31,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,200.00
			\$1,639,612.00	\$41,623.75	\$1,681,235.75		\$49,504.00	\$4,962.00	\$1,735,701.75	\$1,465,263.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,377,263.00

AI-1213

14.D.

**Health Ins. Dept.- Fred
CC REGULAR**

Date: 11/21/2006
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Discussion consideration and action on Group Health Ins. Plan G000970A Appeal #060907000028.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/16/2006 11:08 AM	APRV
2	Purchasing Department	Marty Salazar	11/16/2006 02:13 PM	APRV
3	Auditor's Office	Linda Fong	11/17/2006 09:12 AM	APRV
4	Agenda Coordinator	Monica Badillo	11/17/2006 01:43 PM	APRV

Form Started By: Rosie Cantu
Started On: 11/15/2006 03:46 PM

Final Approval Date: 11/17/2006

AI-1212

14.E.

**Ins. Dept. - Fred
CC REGULAR**

Date: 11/21/2006
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Discussion, consideration, and action on Group Ins. Plan G000970A Appeal-Reference Case XXX-XX-9250.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/16/2006 11:06 AM	APRV
2	Purchasing Department	Marty Salazar	11/16/2006 02:13 PM	APRV
3	Auditor's Office	Linda Fong	11/17/2006 09:12 AM	APRV
4	Agenda Coordinator	Monica Badillo	11/17/2006 01:43 PM	APRV

Form Started By: Rosie Cantu

Started On: 11/15/2006 03:45 PM

Final Approval Date: 11/17/2006

AI-1249

14.F.

Co.Wide Adm. to Crim DA \$8,300

CC REGULAR

Date: 11/21/2006

Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Inter-Departmental Transfer - Co.Wide Adm. to Crim DA \$8,300

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Co.Wide Adm. to Crim DA \\$8,300](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/17/2006 11:17 AM	APRV
2	Purchasing Department	Marty Salazar	11/17/2006 11:43 AM	APRV
3	Auditor's Office	Linda Fong	11/17/2006 02:32 PM	APRV
4	Arcy Duran	Arcilia Duran	11/20/2006 09:29 AM	APRV
5	Janie Lozano			NEW
6	Agenda Coordinator			

Form Started By: Damaris San Miguel

Started On: 11/16/2006 05:06 PM

Final Approval Date:

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: November 20, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT c/o CRIM DA

ACCOUNT NUMBER: 6-1100-412-00-080-002-0-115

CONTACT PERSON: Dámaris SanMiguel **TELEPHONE NO.** (956) 292-7025

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT / OBJECT NAME	AMOUNT
FROM		
6-1100-415-00-115-002-0-899	CO WIDE ADMIN-CONTINGENCY	(8,300.00)
TO		
6-1100-412-00-080-002-0115	CRIM DA - LONGEVITY	8,300.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

INTER DEPT. TRANSFER TO FUND LONGEVITY EXPENSES FOR THE YEAR END.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-1201

14.G.

PCT. 3-SANITATION- INTER DEPT. TRANS.

CC REGULAR

Date: 11/21/2006
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: COMM. PCT. 3
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of Interdepartmental transfer from Co. Wide Adm. to Precinct # 3 - Sanitation

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006 **ACCT. #:** 6-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available funds as of 11-15-06. RC

Attachments

Link: [Inter-Dept. Transf.](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/16/2006 10:00 AM	APRV
2	Dina Trevino	Dina Trevino	11/17/2006 10:41 AM	APRV
3	Sergio Cruz	Sergio Cruz	11/17/2006 11:13 AM	APRV
4	Purchasing Department	Marty Salazar	11/17/2006 11:42 AM	APRV
5	Auditor's Office	Linda Fong	11/17/2006 02:25 PM	APRV
6	Arcy Duran	Arcilia Duran	11/17/2006 05:47 PM	APRV
7	Janie Lozano	Janie Lozano	11/20/2006 08:44 AM	APRV
8	Linda Fong	Linda Fong	11/20/2006 08:45 AM	APRV
9	Agenda Coordinator			NEW

Form Started By: Rosie Cantu

Started On: 11/15/2006 01:17 PM

Final Approval Date:

BUDGET INTER-DEPARTMENTAL TRANSFER**DATE:** November 20, 2006**DEPARTMENT HEAD:** VALDE GUERRA**DEPARTMENT NAME:** DEPT OF BUDGET & MGMT c/o PCT. 3-SANITATION**ACCOUNT NUMBER:** 6-1100-432-00-123-001-0-XXX**CONTACT PERSON:** ROSIE CANTU **TELEPHONE NO.** (956) 292-7025**SUBJECT:** Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
6-1100-415-00-115-002-0- 899	CO WIDE ADMIN-CONTINGENCY	(17,453.84)
TO		
6-1100-432-00-123-001-0- 113	SANITATION PCT. 3-F/T EMPLOYEES	11,200.00
6-1100-432-00-123-001-0- 211	SANITATION PCT. 3-HEALTH INSURANCE	2,242.15
6-1100-432-00-123-001-0- 212	SANITATION PCT. 3-LIFE INSURANCE	17.77
6-1100-432-00-123-001-0- 220	SANITATION PCT. 3-FICA	856.80
6-1100-432-00-123-001-0- 230	SANITATION PCT. 3-RETIREMENT	884.80
6-1100-432-00-123-001-0- 250	SANITATION PCT. 3-UNEMPLOYMENT	56.00
6-1100-432-00-123-001-0- 260	SANITATION PCT. 3-WORKER'S COMP	2,196.32
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: INTER DEPT. TRANSFER TO FUND COST OF CREATION OF 4 NEW POSITIONS. SALARIES AND RELATED FRINGES HAVE BEEN PRORATED TO REFLECT AS OF NOV. 13, 2006 THROUGH THE REMAINING PORTION OF 2006.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-1247

14.H.

Co.Wide Adm. to CCL#4 - \$2,700.00

CC REGULAR

Date: 11/21/2006

Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Inter-Departmental Transfer - Co.Wide Adm. to CCL#4 \$2,700.00

BACKGROUND

Revenue & Expenditures

Attachments

Link: Co.Wide Adm. to CCL#4 - \$2,700.00

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/17/2006 11:11 AM	APRV
2	Purchasing Department	Marty Salazar	11/17/2006 11:43 AM	APRV
3	Auditor's Office	Linda Fong	11/17/2006 02:31 PM	APRV
4	Arcy Duran	Arcilia Duran	11/20/2006 09:51 AM	APRV
5	Janie Lozano			NEW
6	Agenda Coordinator			

Form Started By: Damaris San Miguel

Started On: 11/16/2006 05:03 PM

Final Approval Date:

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: November 20, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT c/o CCL# 4

ACCOUNT NUMBER: 6-1100-412-00-024-001-0-535

CONTACT PERSON: Dámaris SanMiguel **TELEPHONE NO.** (956) 292-7025

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT / OBJECT NAME	AMOUNT
FROM		
6-1100-415-00-115-002-0-899	CO WIDE ADMIN-CONTINGENCY	(2,700.00)
TO		
6-1100-412-00-024-001-0535	CCL# 4 - POSTAGE	2,700.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

INTER DEPT. TRANSFER TO FUND DROP DOCKET NOTICES FOR CRIMINAL, FAMILY AND CIVIL

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-1248

14.I.

Co.Wide Adm. to Tx Coop Ext \$1,600.00

CC REGULAR

Date: 11/21/2006

Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Inter-Departmental Transfer - Co.Wide Adm. to Tx Coop Ext \$1,600.00

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Co.Wide Adm. to Tx Coop Ext \\$1,600.00](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/17/2006 11:15 AM	APRV
2	Purchasing Department	Marty Salazar	11/17/2006 11:43 AM	APRV
3	Auditor's Office	Linda Fong	11/17/2006 02:31 PM	APRV
4	Arcy Duran	Arcilia Duran	11/20/2006 09:52 AM	APRV
5	Janie Lozano			NEW
6	Agenda Coordinator			

Form Started By: Damaris San Miguel

Started On: 11/16/2006 05:05 PM

Final Approval Date:

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: November 20, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT c/o TX COOP EXTENSION

ACCOUNT NUMBER: 6-1100-461-00-380-001-0-531

CONTACT PERSON: Dámaris SanMiguel **TELEPHONE NO.** (956) 292-7025

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT / OBJECT NAME	AMOUNT
FROM		
6-1100-415-00-115-002-0-899	CO WIDE ADMIN-CONTINGENCY	(1,600.00)
TO		
6-1100-461-00-380-001-0531	TX COOP EXTENSION - TELEPHONE	1,600.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

INTER DEPT. TRANSFER TO FUND TELEPHONE EXPENDITURES FOR THE YEAR END

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-1246

14.J.

Co.Wide Adm. to Auxiliary Court \$500.00

CC REGULAR

Date: 11/21/2006

Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Inter-Departmental Transfer - Co.Wide Adm. to Auxiliary Court \$500.00

BACKGROUND

Revenue & Expenditures

Attachments

Link: Co.Wide Adm. to Auxiliary Court \$500.00

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/17/2006 11:10 AM	APRV
2	Purchasing Department	Marty Salazar	11/17/2006 11:43 AM	APRV
3	Auditor's Office	Linda Fong	11/17/2006 02:30 PM	APRV
4	Arcy Duran	Arcilia Duran	11/20/2006 09:51 AM	APRV
5	Janie Lozano			NEW
6	Agenda Coordinator			

Form Started By: Damaris San Miguel

Started On: 11/16/2006 04:59 PM

Final Approval Date:

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: November 20, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT c/o Auxiliary Court

ACCOUNT NUMBER: 6-1100-412-00-045-001-0-535

CONTACT PERSON: Dámaris SanMiguel **TELEPHONE NO.** (956) 292-7025

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT / OBJECT NAME	AMOUNT
FROM		
6-1100-415-00-115-002-0-899	CO WIDE ADMIN-CONTINGENCY	(500.00)
TO		
6-1100-412-00-045-001-0535	AUXILIARY COURT - POSTAGE	500.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

INTER DEPT. TRANSFER TO FUND POSTAGE COST FOR THE YEAR END.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-1260

14.K.

**Inter-dept Transfer -Contingency to Sheriffs \$15,0000
CC REGULAR**

Date: 11/21/2006
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of Inter-Departmental Transfer - County Wide. Adm. to Sheriff's Office - \$15,000.00

BACKGROUND

Revenue & Expenditures

Attachments

Link: [inter-dept transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/17/2006 03:31 PM	APRV
2	Purchasing Department			NEW
3	Auditor's Office			
4	Agenda Coordinator			

Form Started By: Sergio Cruz

Started On: 11/17/2006 03:10 PM

Final Approval Date:

AI-1257

14.L.

Pct. 4-\$200,000.00

CC REGULAR

Date: 11/21/2006

Submitted By: Dina Trevino, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Appropriation of funds - Pct. 4 (Road Maint.) 200,000.00

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management			PEND
2	Purchasing Department			
3	Auditor's Office			
4	Agenda Coordinator			

Form Started By: Dina Trevino

Started On: 11/17/2006 02:54 PM

Final Approval Date:

AI-1259

14.M.

R&B-Pct.1 - \$139,000.00

CC REGULAR

Date: 11/21/2006

Submitted By: Dina Trevino, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Appropriation of funds -Pct. #1-R&B- \$139,000.00

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By Date	Status
1	Budget & Management		PEND
2	Purchasing Department		
3	Auditor's Office		
4	Agenda Coordinator		

Form Started By: Dina Trevino

Started On: 11/17/2006 02:58 PM

Final Approval Date:

AI-1261

14.N.

Sanitation Pct.1-\$28,000.00

CC REGULAR

Date: 11/21/2006

Submitted By: Dina Trevino, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Appropriation of Funds - Pct. 1-Sanitation \$28,000.00

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/17/2006 04:05 PM	APRV
2	Sergio Cruz	Sergio Cruz	11/17/2006 04:18 PM	APRV
3	Dina Trevino	Dina Trevino	11/17/2006 04:27 PM	APRV
4	Sergio Cruz	Sergio Cruz	11/17/2006 04:50 PM	APRV
5	Dina Trevino			NEW
6	Purchasing Department			
7	Auditor's Office			
8	Agenda Coordinator			

Form Started By: Dina Trevino

Started On: 11/17/2006 03:18 PM

Final Approval Date:

AI-1245

14.O.

Constable Pct. 3- \$30.82

CC REGULAR

Date: 11/21/2006
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Appropriation of Funds- Constable Pct. 3 L.E.O.S.E. Interest Earnings \$30.82

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 6-1220-421-00-293-002-0-583

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

BUDGETARY IMPACT:

Revenue Account 6-1220-421-00-293-002-0-583

Attachments

Link: [Budget Ammend.](#)

Link: [2005 LEOSE Interest Analysis](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/17/2006 11:00 AM	APRV
2	Purchasing Department	Marty Salazar	11/17/2006 11:43 AM	APRV
3	Auditor's Office	Linda Fong	11/17/2006 02:30 PM	APRV
4	Angelica Tapia	Angelica Tapia	11/17/2006 03:23 PM	APRV
5	Linda Fong	Linda Fong	11/20/2006 08:45 AM	APRV
6	Agenda Coordinator			NEW

Form Started By: Rosie Cantu

Started On: 11/16/2006 04:58 PM

Final Approval Date:

DATE: November 20, 2006

CONTACT PERSON: ROSIE CANTU

DEPARTMENT NAME: BUDGET OFFICE c/o CONSTABLE PCT. # 3

ACCOUNT NUMBER: 6-1220-421-00-293-002-0-XXX

SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C

Honorable Commissioners' Court of Hidalgo County:
I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
6-1220-421-00-293-002-0- 583	CONSTABLE PCT.3 LEOSE-TRAVEL OUT OF CO	30.82
TOTAL BUDGET INCREASE (DECREASE)		30.82

REASON: To appropriate 2005 Interest in the sum of \$30.82 into L.E.O.S.E travel expense acct.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

2000

	BEG			END	INTEREST	END
	F/B	REVENUES	EXPENDITURES	F/B	DISTR.	F/B
Interest revenue		3,091.36		3,091.36		
DA LEOSE	1,441.64	1,684.14	(1,417.96)	1,707.82	108.79	1,816.61
Sheriff LEOSE	27,826.41	28,060.68	(17,886.28)	38,000.81	2,420.59	40,421.40
Constable Pct. 1 LEOSE	24.83	1,019.40	(813.44)	230.79	14.70	245.49
Constable Pct. 2 LEOSE	2,605.21	934.89	(709.04)	2,831.06	180.33	3,011.39
Constable Pct. 3 LEOSE	1,489.67	1,187.09	(978.16)	1,698.60	108.20	1,806.80
Constable Pct. 4 LEOSE	1,158.64	934.89	-	2,093.53	133.35	2,226.88
Constable Pct. 5 LEOSE	1,526.27	1,103.26	(660.96)	1,968.57	125.40	2,093.97
	36,072.67	38,015.71	(22,465.84)	51,622.54	3,091.36	51,622.54

2001 LEOSE FUND BALANCE ANALYSIS

	2000			2001		
	Ending			Ending	Interest	Ending
	F/B	Revenues	Expenditures	F/B	Dist.	F/B
Interest earnings		1,896.91		1,896.91		
DA LEOSE	1,816.61	1,908.69	(1,365.34)	2,359.96	99.29	2,459.25
Sheriff LEOSE	40,421.40	18,732.47	(20,359.46)	38,794.41	1,632.22	40,426.63
Constable Pct. 1 LEOSE	245.49	1,105.61	(1,279.97)	71.13	2.99	74.12
Constable Pct. 2 LEOSE	3,011.39	1,022.94	(2,331.32)	1,703.01	71.65	1,774.66
Constable Pct. 3 LEOSE	1,806.80	1,187.14	(2,993.03)	0.91	0.04	0.95
Constable Pct. 4 LEOSE	2,226.88	1,022.94	(1,727.59)	1,522.23	64.05	1,586.28
Constable Pct. 5 LEOSE	2,093.97	1,104.84	(2,564.91)	633.90	26.67	660.57
	51,622.54	27,981.54	(32,621.62)	46,982.46	1,896.91	46,982.46

2002 LEOSE FUND BALANCE ANALYSIS

	2001	2002		2002	2002
	Ending	Revenues	Expenditures	Ending	Ending
	F/B			F/B	F/B
Interest earnings	-	933.90		933.90	
DA LEOSE	2,459.25	1,872.76	(3,255.00)	1,077.01	1,101.04
Sheriff LEOSE	40,426.63	28,194.90	(29,801.22)	38,820.31	39,686.37
Constable Pct. 1 LEOSE	74.12	1,915.20	(1,965.76)	23.56	24.08
Constable Pct. 2 LEOSE	1,774.66	999.35	(971.31)	1,802.70	1,842.92
Constable Pct. 3 LEOSE	0.95	1,158.42	(1,108.39)	50.98	52.12
Constable Pct. 4 LEOSE	1,586.28	999.35	(2,540.78)	44.85	45.85
Constable Pct. 5 LEOSE	660.57	1,078.40	(1,697.11)	41.86	42.79
	46,982.46	37,152.28	(41,339.57)	42,795.17	42,795.17

2003 LEOSE FUND BALANCE ANALYSIS

	2002	2003			2003	2003
	Ending	Actual	Actual	Ending	Interest	Ending
	F/B	Revenues	Expenditures	F/B	Dist.	F/B
Interest earnings	-	495.61	-	495.61		
DA LEOSE	1,101.04	2,014.52	(490.00)	2,625.56	33.63	2,659.19
Sheriff LEOSE	39,686.37	29,862.28	(39,133.89)	30,414.76	389.56	30,804.32
Constable Pct. 1 LEOSE	24.08	1,246.52	(1,106.09)	164.51	2.11	166.62
Constable Pct. 2 LEOSE	1,842.92	1,092.11	-	2,935.03	37.59	2,972.62
Constable Pct. 3 LEOSE	52.12	1,167.21	(570.17)	649.16	8.31	657.47
Constable Pct. 4 LEOSE	45.85	1,092.11	(264.80)	873.16	11.18	884.34
Constable Pct. 5 LEOSE	42.79	1,089.79	(100.05)	1,032.53	13.22	1,045.75
	42,795.17	38,060.15	(41,665.00)	39,190.32	495.61	39,190.32

2004 LEOSE FUND BALANCE ANALYSIS

	2003	2004			2004	2004
	Ending	Actual	Actual	Ending	Interest	Ending
	F/B	Revenues	Expenditures	F/B	Dist.	F/B
Interest earnings	-	1,112.75	-	1,112.75		
DA LEOSE	2,659.19	1,896.32	(1,450.00)	3,105.51	77.83	3,183.34
Sheriff LEOSE	30,804.32	43,236.39	(42,222.51)	31,818.20	797.45	32,615.65
Constable Pct. 1 LEOSE	166.62	1,207.19	(698.97)	674.84	16.91	691.75
Constable Pct. 2 LEOSE	2,972.62	1,208.69	-	4,181.31	104.80	4,286.11
Constable Pct. 3 LEOSE	657.47	1,361.82	(772.63)	1,246.66	31.24	1,277.91
Constable Pct. 4 LEOSE	884.34	1,053.92	-	1,938.26	48.58	1,986.84
Constable Pct. 5 LEOSE	1,045.75	1,053.11	(665.24)	1,433.62	35.93	1,469.56
	39,190.32	52,130.19	(45,809.35)	45,511.16	1,112.75	45,511.16

will adjust sheriff by +.01 due to rounding

44,398.41

March 1, 2006

2005 LEOSE FUND BALANCE ANALYSIS

	2004	2005			2005	2005
	Ending	Actual	Actual	Ending	Interest	Ending
	F/B	Revenues	Expenditures	F/B	Dist.	F/B
Interest earnings	-	1,665.20	-	1,665.20		
DA LEOSE	3,183.34	1,957.34	(2,330.00)	2,810.68	158.48	2,969.16
Sheriff LEOSE	32,615.65	42,158.92	(57,611.60)	17,162.97	967.69	18,130.66
Constable Pct. 1 LEOSE	691.75	1,208.74	(950.00)	950.49	53.59	1,004.08
Constable Pct. 2 LEOSE	4,286.11	1,210.63	(616.57)	4,880.17	275.16	5,155.33
Constable Pct. 3 LEOSE	1,277.91	1,284.48	(2,015.78)	546.61	30.82	577.43
Constable Pct. 4 LEOSE	1,986.84	-	-	1,986.84	112.02	2,098.86
Constable Pct. 5 LEOSE	1,469.56	1,058.70	(1,332.09)	1,196.17	67.44	1,263.61
	45,511.16	50,544.01	(64,856.04)	31,199.13	1,665.20	31,199.13

AI-1241

15.A.

**Civil Service Board Members
CC REGULAR**

Date: 11/21/2006
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Esther Cortez
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

1. Swearing in of Civil Service Commission Board Member
2. Appointment of Chairperson, Humberto Rodriguez to the Civil Service Commission

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/16/2006 05:13 PM	APRV
2	Purchasing Department	Marty Salazar	11/17/2006 11:43 AM	APRV
3	Auditor's Office	Linda Fong	11/17/2006 02:29 PM	APRV
4	Agenda Coordinator	Monica Badillo	11/17/2006 03:05 PM	APRV

Form Started By: Monica Badillo

Started On: 11/16/2006 04:50 PM

Final Approval Date: 11/17/2006
