AI-7996 **6.B.**

CIHCP

CC REGULAR

Date: 02/26/2008

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted For: Dairen Sarmiento

Department: HEALTH & HUMAN SERVICES DEPT.

Agenda Area: Health & Human Services Dept.

Information

CAPTION

Approval to pay invoices submitted by Data RX in the amount of $ 74,370.41 for pharmaceutical services provided to the Indigent Health Care Program.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1249-444-00-240-003-8-899

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

BUDGETARY IMPACT:

Funding pending approval of AI 8072.

Attachments

Link: Attestation

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/20/2008 09:16 AM	APRV
2	Erika Reyna	Erika Reyna	02/22/2008 10:21 AM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 10:39 AM	APRV
4	Purchasing Department	Marty Salazar	02/22/2008 01:18 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 01:32 PM	APRV

Form Started By: Dairen Sarmiento Started On: 02/19/2008 10:32 AM

Final Approval Date: 02/22/2008

Hidalgo County Health and Human Services Department
Indigent Health Care Program Weekly Vendor Payment Attestation

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on February 26, 2008 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office $74,370.41
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report $74,370.41
from the Chassis software. The amount must agree with the total on the electronic file being provided to the Auditor's Office.)

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

Karen Sarmiento — 2/19/08

Approved by Human Services Director — Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.

AI- 7996

305 W. Woodard Street Suite 215
Denison, TX. 75020
903-465-0798 - Phone
903-464-9066 - Fax

AI-7996

Invoice

DATE	INVOICE #
2/15/2008	DRx2203

Hidalgo County Indigent Health Care
1304 S. 25th St
Edinburgh, TX 78539

TERMS	SERVICE DATE	NABP #
Due on receipt		

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Prescription Drug Cost (Feb. 1 to Feb. 15)	73,307.96	73,307.96
	Admin. Processing fee	1,062.45	1,062.45

NOTE: Remit payments to: Data Rx Management c/o 305 W. Woodard St. Suite 215 Denison, TX 75020
PLEASE INCLUDE NABP# ON ALL PAYMENTS!!!
YOUR HELPLINE PHONE IS 1-877-823-1273 (live 8 a.m. - 6:00 p.m. CST, voice mail or assistance after hours). Past due balances are subject to a 1.5% finance charge.

Sales Tax (6.6%)	
Total	$74,370.41

Hidalgo County Texas

Provider Payment Itemization

Hart, E. Ramiro BatchID=50 Updated 2/18/2008 8:11:54 AM by PBMImport Edit

Provider Payment Itemization
Explanation of Benefits for Batch # PBM-2-16-2008
2/26/2008

There are 2361 total payments consisting of a total of 2361 payment lines. The Billed total is $146,758.19; the Paid total is $74,370.41; the difference is $72,387.78. You may also view results in Client Itemization, Accounting Itemization, Health Care Services Record, or Excel®.

The following Providers have payments in this itemization:

1. DATA RX MANAGEMENT, INC (View Payment Itemization) (List Batch Payments)

AI-7960 **6.C.**

CIHCP

CC REGULAR

Date: 02/26/2008
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

Approval to pay invoices submitted by USScript, Inc in the amount of $ 278,414.96 for pharmaceutical services provided to the Indigent Health Care Program.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Funding pending approval of AI-8030

Attachments

Link: INVOICE
Link: USSCRIPT
Link: credits
Link: Attestation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/14/2008 03:54 PM	APRV
2	Erika Reyna	Erika Reyna	02/21/2008 09:14 AM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 09:25 AM	APRV
4	Purchasing Department	Marty Salazar	02/22/2008 01:18 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 01:32 PM	APRV

Form Started By: Dairen Sarmiento Started On: 02/14/2008 01:38 PM

Final Approval Date: 02/22/2008

2425 W Shaw Ave, Fresno CA 93711

Period End: 11/30/2007
Group: 7500 Hidalgo County Human Services

INVOICE NUMBER 168181 GL COMPANY ID: US Script GL DEPT ID:

PRICING SUMMARY	TRX'S	PERCENT	AMOUNT	PERCENT	AVG-RX
Brand/Single-Sourced	375	20.11%	39,500.57	48.08%	105.33
Brand/Multi-Sourced	17	0.91%	606.75	0.74%	35.69
Brand/DAW-Approved	1	0.05%	15.27	0.02%	15.27
Total-Brand	393	21.07%	40,122.59	48.83%	102.09
Generic-AWP-Priced	619	33.19%	27,022.97	32.89%	43.66
Generic-MAC-Priced	661	35.44%	9,899.36	12.05%	14.98
Generic-Other-Priced	192	10.29%	5,115.92	6.23%	26.65
Total-Generic	1472	78.93%	42,038.25	51.17%	28.56
Total	1865	100.00%	$82,160.84	100.00%	44.05

BILLING SUMMARY	AMOUNT	AVG-AMOUNT
Ingredient Cost	$84,653.04	45.39
Adjustment	-6,054.70	-3.25
Net Ingredient Cost	$78,598.34	42.14
Patient Payment	0.00	0.00
Dispensing Fees	3,562.50	1.91
Total	$82,160.84	44.05
Admin Fees	839.25	0.45
Billed Amount	$83,000.09	44.50

Multi-Source: N=Brand/Single-source, C=Brand/Co-licensed, O=Brand/Original, generics avail., G=Generic
Cost Basis: A=AWP, F=MAC, I=Ingr Cost Submitted, U=Usual & Customary, C=Contract, S=State MAC

usscript

Claim Detail Report

2425 W Shaw Ave, Fresno CA 93711

Period End: 11/15/2007
Group: 7500 Hidalgo County Human Services

INVOICE NUMBER 167028 GL COMPANY ID: US Script GL DEPT ID: PHR

PRICING SUMMARY	TRX'S	PERCENT	AMOUNT	PERCENT	AVG-RX
Brand/Single-Sourced	457	18.86%	49,601.01	46.46%	108.54
Brand/Multi-Sourced	19	0.78%	1698.98	1.59%	89.42
Brand/DAW-Approved	10	0.41%	717.88	0.67%	71.79
Total-Brand	486	20.06%	52,017.87	48.72%	107.03
Generic-AWP-Priced	739	30.50%	34,037.81	31.88%	46.06
Generic-MAC-Priced	913	37.68%	12,203.40	11.43%	13.37
Generic-Other-Priced	285	11.76%	8,511.46	7.97%	29.86
Total-Generic	1937	79.94%	54,752.67	51.28%	28.27
Total	2423	100.00%	$106,770.54	100.00%	44.07

BILLING SUMMARY	AMOUNT	AVG-AMOUNT
Ingredient Cost	$109,616.19	45.24
Adjustment	-7,628.15	-3.15
Net Ingredient Cost	$101,988.04	42.09
Patient Payment	0.00	0.00
Dispensing Fees	4,782.50	1.97
Total	$106,770.54	44.07
Admin Fees	1,090.35	0.45
Billed Amount	$107,860.89	44.52

RECEIVED
NOV 26 2007
Hidalgo County Human Services

Multi-Source: N=Brand/Single-source, C=Brand/Co-licensed, O=Brand/Original, generics avail., G=Generic
Cost Basis: A=AWP, F=MAC, I=Ingr Cost Submitted, U=Usual & Customary, C=Contract, S=State MAC

2425 W Shaw Ave, Fresno CA 93711

Period End: 10/31/2007
Group: 7500 Hidalgo County Human Services

INVOICE NUMBER 165711 GL COMPANY ID: US Script GL DEPT ID: PHR

PRICING SUMMARY	TRX'S	PERCENT	AMOUNT	PERCENT	AVG-RX
Brand/Single-Sourced	406	19.35%	38,672.00	44.49%	95.25
Brand/Multi-Sourced	19	0.91%	850.72	0.98%	44.77
Brand/DAW-Approved	2	0.10%	85.24	0.10%	42.62
Total-Brand	427	20.35%	39,607.96	45.57%	92.76
Generic-AWP-Priced	639	30.46%	30,290.50	34.85%	47.40
Generic-MAC-Priced	779	37.13%	10,357.30	11.92%	13.30
Generic-Other-Priced	253	12.06%	6,667.09	7.67%	26.35
Total-Generic	1671	79.65%	47,314.89	54.43%	28.32
Total	2098	100.00%	$86,922.85	100.00%	41.43

BILLING SUMMARY	AMOUNT	AVG-AMOUNT
Ingredient Cost	$88,625.37	42.24
Adjustment	-5,870.02	-2.80
Net Ingredient Cost	$82,755.35	39.44
Patient Payment	0.00	0.00
Dispensing Fees	4,167.50	1.99
Total	$86,922.85	41.43
Admin Fees	944.10	0.45
Billed Amount	$87,866.95	41.88

Multi-Source: N=Brand/Single-source, C=Brand/Co-licensed, O=Brand/Original, generics avail., G=Generic
Cost Basis: A=AWP, F=MAC, I=Ingr Cost Submitted, U=Usual & Customary, C=Contract, S=State MAC

mr	Date Filled	Billed	Paid	Date-Rec
06172B	11/7/2007	$ 57.51	$57.51	11/15/2007
06235B	11/30/2007	$ 17.47	$17.47	11/30/2007
06235B	11/30/2007	$ 17.61	$17.61	11/30/2007
06235B	11/30/2007	$ 47.92	$47.92	11/30/2007
06235B	11/30/2007	$ (16.71)	($16.71)	11/30/2007
06235B	11/30/2007	$ 91.18	$91.18	11/30/2007
06235B	11/30/2007	$ (16.57)	($16.57)	11/30/2007
06235B	11/30/2007	$ 17.47	$17.47	11/30/2007
06235B	11/30/2007	$ (16.57)	($16.57)	11/30/2007
06235B	11/30/2007	$ 17.47	$17.47	11/30/2007
06235B	11/30/2007	$ (16.57)	($16.57)	11/30/2007
06235B	11/30/2007	$ 17.47	$17.47	11/30/2007
014753D	11/7/2007	$ 16.89	$16.89	11/15/2007
014753D	11/7/2007	$ 10.20	$10.20	11/15/2007
16334A	11/6/2007	$ 150.07	$150.07	11/15/2007
16334A	11/6/2007	$ 43.53	$43.53	11/15/2007
16334C	11/29/2007	$ 33.95	$33.95	11/30/2007
7245A	11/15/2007	$ 10.00	$10.00	11/15/2007
7245A	11/27/2007	$ 87.27	$87.27	11/30/2007
7245A	11/27/2007	$ 22.65	$22.65	11/30/2007
09263B	10/31/2007	$ 9.17	$9.17	10/31/2007
09263B	10/31/2007	$ 74.99	$74.99	10/31/2007
09604A	11/16/2007	$ 27.70	$27.70	11/30/2007
09604A	11/16/2007	$ 49.62	$49.62	11/30/2007
010781	11/8/2007	$ 4.70	$4.70	11/15/2007
010781	11/8/2007	$ 3.90	$3.90	11/15/2007
10853A	11/2/2007	$ 22.65	$22.65	11/15/2007
10853A	11/2/2007	$ 23.20	$23.20	11/15/2007
10853A	11/2/2007	$ 38.06	$38.06	11/15/2007
10853A	11/2/2007	$ (37.16)	($37.16)	11/15/2007
10853A	11/16/2007	$ 61.45	$61.45	11/30/2007
748004	10/19/2007	$ 10.00	$10.00	10/31/2007
010879	11/13/2007	$ 22.87	$22.87	11/15/2007
010879	11/13/2007	$ 21.60	$21.60	11/15/2007
010879	11/13/2007	$ 4.08	$4.08	11/15/2007
011892	11/15/2007	$ 5.67	$5.67	11/15/2007
011892	11/15/2007	$ 54.28	$54.28	11/15/2007
011892	11/30/2007	$ 146.28	$146.28	11/30/2007
12876A	10/24/2007	$ 6.03	$6.03	10/31/2007
129520	11/2/2007	$ 66.18	$66.18	11/15/2007
129520	11/2/2007	$ 74.48	$74.48	11/15/2007
129520	11/2/2007	$ 142.56	$142.56	11/15/2007
129520	11/2/2007	$ (73.58)	($73.58)	11/15/2007
129520	11/2/2007	$ 74.48	$74.48	11/15/2007
14233	10/30/2007	$ 74.24	$74.24	10/31/2007
14233	11/27/2007	$ 74.24	$74.24	11/30/2007
014621	10/19/2007	$ 31.95	$31.95	10/31/2007
014621	10/19/2007	$ 55.15	$55.15	10/31/2007
014621	10/19/2007	$ 8.78	$8.78	10/31/2007
014621	11/12/2007	$ 103.98	$103.98	11/15/2007
014621	11/12/2007	$ 31.08	$31.08	11/15/2007
015313	11/27/2007	$ 165.66	$165.66	11/30/2007
015313	11/27/2007	$ 146.29	$146.29	11/30/2007
015313	11/27/2007	$ 29.69	$29.69	11/30/2007
15774A	10/17/2007	$ 74.15	$74.15	10/31/2007
15774A	10/29/2007	$ 15.05	$15.05	10/31/2007
15774A	10/25/2007	$ 28.42	$28.42	10/31/2007

15774A	11/2/2007	$	34.87	$34.87	11/15/2007
15774A	11/15/2007	$	74.15	$74.15	11/15/2007
15774A	11/20/2007	$	28.42	$28.42	11/30/2007
15852A	10/23/2007	$	54.83	$54.83	10/31/2007
15852A	10/23/2007	$	245.98	$245.98	10/31/2007
15852A	10/23/2007	$	102.26	$102.26	10/31/2007
15852A	10/23/2007	$	(101.36)	($101.36)	10/31/2007
15852A	10/23/2007	$	201.58	$201.58	10/31/2007
15852A	11/8/2007	$	8.88	$8.88	11/15/2007
15852A	11/15/2007	$	30.92	$30.92	11/15/2007
15852A	11/15/2007	$	57.61	$57.61	11/15/2007
016201	11/29/2007	$	15.69	$15.69	11/30/2007
016201	11/29/2007	$	(14.79)	($14.79)	11/30/2007
016244	11/7/2007	$	4.93	$4.93	11/15/2007
016244	11/7/2007	$	20.45	$20.45	11/15/2007
016244	11/7/2007	$	48.93	$48.93	11/15/2007
017195	11/7/2007	$	81.67	$81.67	11/15/2007
017195	11/7/2007	$	33.32	$33.32	11/15/2007
017195	11/7/2007	$	27.40	$27.40	11/15/2007
018052	11/2/2007	$	116.93	$116.93	11/15/2007
018052	11/2/2007	$	(116.03)	($116.03)	11/15/2007
018052	11/5/2007	$	230.70	$230.70	11/15/2007
018052	11/5/2007	$	16.45	$16.45	11/15/2007
018052	11/4/2007	$	116.93	$116.93	11/15/2007
018426	11/1/2007	$	8.46	$8.46	11/15/2007
018426	11/1/2007	$	8.91	$8.91	11/15/2007
681611	11/7/2007	$	(38.65)	($38.65)	11/15/2007
681611	11/7/2007	$	39.55	$39.55	11/15/2007
681611	11/1/2007	$	29.99	$29.99	11/15/2007
681611	11/7/2007	$	39.55	$39.55	11/15/2007
681611	11/7/2007	$	(38.65)	($38.65)	11/15/2007
681611	11/7/2007	$	39.55	$39.55	11/15/2007
681611	11/7/2007	$	(38.65)	($38.65)	11/15/2007
681611	11/7/2007	$	39.55	$39.55	11/15/2007
586322	11/6/2007	$	12.70	$12.70	11/15/2007
586322	11/6/2007	$	39.18	$39.18	11/15/2007
586322	11/6/2007	$	25.32	$25.32	11/15/2007
263135	10/16/2007	$	233.27	$233.27	10/31/2007
263135	10/16/2007	$	9.88	$9.88	10/31/2007
263135	11/12/2007	$	29.99	$29.99	11/15/2007
399295	11/1/2007	$	(7.53)	($7.53)	11/15/2007
399295	11/1/2007	$	7.51	$7.51	11/15/2007
399295	11/13/2007	$	84.16	$84.16	11/15/2007
399295	11/1/2007	$	8.43	$8.43	11/15/2007
722307	11/20/2007	$	25.19	$25.19	11/30/2007
722307	11/20/2007	$	13.28	$13.28	11/30/2007
722307	11/20/2007	$	114.45	$114.45	11/30/2007
506060	10/29/2007	$	20.85	$20.85	10/31/2007
506060	10/29/2007	$	6.44	$6.44	10/31/2007
506060	11/28/2007	$	6.44	$6.44	11/30/2007
506060	11/28/2007	$	20.80	$20.80	11/30/2007
308116	10/22/2007	$	24.24	$24.24	10/31/2007
308116	10/22/2007	$	6.84	$6.84	10/31/2007
308116	10/22/2007	$	103.67	$103.67	10/31/2007
308116	11/7/2007	$	6.17	$6.17	11/15/2007
308116	11/7/2007	$	39.75	$39.75	11/15/2007
308116	11/28/2007	$	6.84	$6.84	11/30/2007
562441	11/7/2007	$	37.43	$37.43	11/15/2007

562441	11/7/2007	$	(36.53)	($36.53)	11/15/2007
562441	11/7/2007	$	15.17	$15.17	11/15/2007
562441	11/7/2007	$	115.58	$115.58	11/15/2007
562441	11/7/2007	$	157.86	$157.86	11/15/2007
310853	11/2/2007	$	83.98	$83.98	11/15/2007
310853	11/2/2007	$	23.20	$23.20	11/15/2007
310853	11/27/2007	$	122.75	$122.75	11/30/2007
106270	10/19/2007	$	72.23	$72.23	10/31/2007
106270	10/19/2007	$	78.80	$78.80	10/31/2007
106270	10/19/2007	$	(77.90)	($77.90)	10/31/2007
106270	10/22/2007	$	103.67	$103.67	10/31/2007
106270	11/12/2007	$	9.53	$9.53	11/15/2007
106270	11/19/2007	$	72.23	$72.23	11/30/2007
106270	11/19/2007	$	147.46	$147.46	11/30/2007
106270	11/12/2007	$	(8.63)	($8.63)	11/30/2007
106270	11/12/2007	$	9.53	$9.53	11/30/2007
106270	11/12/2007	$	(8.63)	($8.63)	11/30/2007
106270	11/28/2007	$	103.67	$103.67	11/30/2007
589206	11/5/2007	$	15.90	$15.90	11/15/2007
589206	11/5/2007	$	12.03	$12.03	11/15/2007
489919	11/2/2007	$	110.48	$110.48	11/15/2007
489919	11/1/2007	$	4.93	$4.93	11/15/2007
489919	11/1/2007	$	33.79	$33.79	11/15/2007
489919	10/22/2007	$	11.64	$11.64	10/31/2007
489919	10/22/2007	$	29.45	$29.45	10/31/2007
489919	10/22/2007	$	20.85	$20.85	10/31/2007
359388	11/27/2007	$	327.00	$327.00	11/30/2007
405947	10/16/2007	$	146.09	$146.09	10/31/2007
405947	10/16/2007	$	161.25	$161.25	10/31/2007
405947	11/9/2007	$	146.09	$146.09	11/15/2007
405947	11/9/2007	$	161.25	$161.25	11/15/2007
405947	11/9/2007	$	213.33	$213.33	11/15/2007
023192	11/6/2007	$	9.36	$9.36	11/15/2007
023192	11/6/2007	$	234.62	$234.62	11/15/2007
023192	11/20/2007	$	41.13	$41.13	11/30/2007
1169	11/7/2007	$	29.89	$29.89	11/15/2007
1169	11/7/2007	$	(28.99)	($28.99)	11/15/2007
1169	11/7/2007	$	29.89	$29.89	11/15/2007
1169	11/12/2007	$	10.06	$10.06	11/15/2007
1169	11/12/2007	$	13.43	$13.43	11/15/2007
703486	11/2/2007	$	30.83	$30.83	11/15/2007
703486	11/2/2007	$	39.07	$39.07	11/15/2007
703486	11/2/2007	$	85.81	$85.81	11/15/2007
543930	11/15/2007	$	103.67	$103.67	11/15/2007
543930	11/15/2007	$	84.16	$84.16	11/15/2007
566119	10/10/2007	$	(126.21)	($126.21)	10/31/2007
566119	10/24/2007	$	96.07	$96.07	10/31/2007
566119	10/24/2007	$	(95.17)	($95.17)	10/31/2007
566119	10/24/2007	$	59.72	$59.72	10/31/2007
464437	10/31/2007	$	54.85	$54.85	10/31/2007
464437	11/28/2007	$	54.85	$54.85	11/30/2007
387019	10/31/2007	$	33.29	$33.29	10/31/2007
387019	10/31/2007	$	40.32	$40.32	10/31/2007
387019	10/31/2007	$	94.36	$94.36	11/15/2007
646980	11/13/2007	$	4.45	$4.45	11/15/2007
646980	11/13/2007	$	4.45	$4.45	11/15/2007
433159	11/19/2007	$	4.70	$4.70	11/30/2007
433159	11/19/2007	$	4.85	$4.85	11/30/2007

433159	11/19/2007	$	13.45	$13.45	11/30/2007
441755	11/27/2007	$	12.85	$12.85	11/30/2007
116267	10/22/2007	$	4.20	$4.20	10/31/2007
116267	10/22/2007	$	58.70	$58.70	10/31/2007
116267	11/1/2007	$	103.67	$103.67	11/15/2007
116267	11/13/2007	$	11.64	$11.64	11/15/2007
116267	11/13/2007	$	22.92	$22.92	11/15/2007
237359	11/16/2007	$	119.07	$119.07	11/30/2007
482036	11/1/2007	$	24.19	$24.19	11/15/2007
482036	11/30/2007	$	23.59	$23.59	11/30/2007
482036	11/30/2007	$	4.96	$4.96	11/30/2007
482036	11/30/2007	$	(4.06)	($4.06)	11/30/2007
482036	11/30/2007	$	21.65	$21.65	11/30/2007
484259	10/22/2007	$	63.26	$63.26	10/31/2007
484259	11/27/2007	$	112.31	$112.31	11/30/2007
484259	11/27/2007	$	63.26	$63.26	11/30/2007
551169	11/7/2007	$	29.44	$29.44	11/15/2007
551169	11/6/2007	$	6.44	$6.44	11/15/2007
551169	11/27/2007	$	42.69	$42.69	11/30/2007
576049	10/24/2007	$	16.48	$16.48	10/31/2007
576049	10/24/2007	$	36.84	$36.84	10/31/2007
576049	10/24/2007	$	77.45	$77.45	10/31/2007
576049	11/1/2007	$	183.62	$183.62	11/15/2007
576049	11/27/2007	$	36.84	$36.84	11/30/2007
576049	11/28/2007	$	77.45	$77.45	11/30/2007
652371	10/23/2007	$	4.85	$4.85	10/31/2007
672571	11/28/2007	$	247.01	$247.01	11/30/2007
672571	11/28/2007	$	143.20	$143.20	11/30/2007
672571	11/28/2007	$	128.59	$128.59	11/30/2007
966792	10/25/2007	$	80.32	$80.32	10/31/2007
966792	11/5/2007	$	(115.53)	($115.53)	11/15/2007
966792	11/5/2007	$	8.79	$8.79	11/15/2007
966792	11/5/2007	$	116.43	$116.43	11/15/2007
966792	11/15/2007	$	12.85	$12.85	11/15/2007
966792	11/29/2007	$	57.83	$57.83	11/30/2007
974603	10/31/2007	$	8.62	$8.62	10/31/2007
974603	10/31/2007	$	8.79	$8.79	10/31/2007
974603	10/31/2007	$	(7.72)	($7.72)	11/15/2007
974603	10/31/2007	$	(7.89)	($7.89)	11/15/2007
177657	10/23/2007	$	22.65	$22.65	10/31/2007
177657	11/1/2007	$	102.71	$102.71	11/15/2007
177657	11/19/2007	$	112.31	$112.31	11/30/2007
177657	11/19/2007	$	(20.70)	($20.70)	11/30/2007
177657	11/19/2007	$	63.26	$63.26	11/30/2007
177657	11/19/2007	$	21.60	$21.60	11/30/2007
215813	11/14/2007	$	(149.67)	($149.67)	11/15/2007
215813	11/14/2007	$	149.74	$149.74	11/15/2007
215813	11/14/2007	$	150.57	$150.57	11/15/2007
215813	11/14/2007	$	23.73	$23.73	11/15/2007
215813	11/14/2007	$	83.48	$83.48	11/15/2007
215813	11/14/2007	$	(22.83)	($22.83)	11/15/2007
215813	11/15/2007	$	64.62	$64.62	11/15/2007
455377	10/18/2007	$	9.97	$9.97	10/31/2007
455389	11/28/2007	$	149.75	$149.75	11/30/2007
455389	11/28/2007	$	4.58	$4.58	11/30/2007
455389	11/28/2007	$	8.46	$8.46	11/30/2007
510036	11/6/2007	$	16.81	$16.81	11/15/2007
510036	11/7/2007	$	76.31	$76.31	11/15/2007

510036	11/7/2007	$	146.28	$146.28	11/15/2007
597020	10/25/2007	$	8.46	$8.46	10/31/2007
597020	10/25/2007	$	146.29	$146.29	10/31/2007
597020	10/23/2007	$	7.29	$7.29	10/31/2007
3086	11/7/2007	$	31.95	$31.95	11/15/2007
3086	11/7/2007	$	8.88	$8.88	11/15/2007
3086	11/7/2007	$	(7.98)	($7.98)	11/15/2007
3086	11/7/2007	$	20.74	$20.74	11/15/2007
756658	10/18/2007	$	49.04	$49.04	10/31/2007
756658	10/18/2007	$	75.53	$75.53	10/31/2007
756658	10/18/2007	$	63.26	$63.26	10/31/2007
756658	11/29/2007	$	49.04	$49.04	11/30/2007
756658	11/29/2007	$	25.32	$25.32	11/30/2007
756658	11/29/2007	$	(24.42)	($24.42)	11/30/2007
756658	11/29/2007	$	25.32	$25.32	11/30/2007
756658	11/29/2007	$	75.53	$75.53	11/30/2007
820747	10/23/2007	$	88.71	$88.71	10/31/2007
820747	10/23/2007	$	68.24	$68.24	10/31/2007
820747	11/27/2007	$	88.71	$88.71	11/30/2007
820747	11/27/2007	$	68.24	$68.24	11/30/2007
839437	11/2/2007	$	6.44	$6.44	11/15/2007
839437	11/6/2007	$	47.03	$47.03	11/15/2007
530509	10/18/2007	$	31.47	$31.47	10/31/2007
530509	11/12/2007	$	22.65	$22.65	11/15/2007
530509	11/12/2007	$	9.88	$9.88	11/15/2007
749940	11/8/2007	$	12.85	$12.85	11/15/2007
749940	11/8/2007	$	73.71	$73.71	11/15/2007
868625	10/19/2007	$	111.92	$111.92	10/31/2007
868625	11/7/2007	$	4.80	$4.80	11/15/2007
89329A	11/7/2007	$	4.12	$4.12	11/15/2007
89329A	11/7/2007	$	12.85	$12.85	11/15/2007
889501	10/19/2007	$	4.41	$4.41	10/31/2007
889501	10/19/2007	$	64.65	$64.65	10/31/2007
889501	10/19/2007	$	8.11	$8.11	10/31/2007
889501	10/19/2007	$	(63.75)	($63.75)	10/31/2007
889501	10/19/2007	$	9.29	$9.29	10/31/2007
889501	11/15/2007	$	48.92	$48.92	11/15/2007
889501	11/15/2007	$	18.12	$18.12	11/15/2007
889501	11/15/2007	$	76.90	$76.90	11/15/2007
889620	11/27/2007	$	229.90	$229.90	11/30/2007
889620	11/27/2007	$	140.17	$140.17	11/30/2007
895759	10/22/2007	$	12.80	$12.80	10/31/2007
895759	10/22/2007	$	8.62	$8.62	10/31/2007
895759	10/22/2007	$	13.72	$13.72	10/31/2007
924135	10/31/2007	$	13.51	$13.51	10/31/2007
924135	10/31/2007	$	84.15	$84.15	10/31/2007
924135	10/31/2007	$	42.43	$42.43	10/31/2007
924135	11/19/2007	$	118.72	$118.72	11/30/2007
924135	11/29/2007	$	12.19	$12.19	11/30/2007
924135	11/20/2007	$	9.53	$9.53	11/30/2007
932453	11/27/2007	$	33.46	$33.46	11/30/2007
048134	11/27/2007	$	15.88	$15.88	11/30/2007
238891	10/19/2007	$	164.44	$164.44	10/31/2007
335352	11/27/2007	$	13.79	$13.79	11/30/2007
335352	11/29/2007	$	4.96	$4.96	11/30/2007
335352	11/19/2007	$	12.36	$12.36	11/30/2007
351450	10/17/2007	$	4.84	$4.84	10/31/2007
351450	10/17/2007	$	4.68	$4.68	10/31/2007

519973	10/23/2007	$	4.91	$4.91	10/31/2007
519973	10/23/2007	$	(4.01)	($4.01)	10/31/2007
519973	10/23/2007	$	16.88	$16.88	10/31/2007
519973	11/13/2007	$	(171.72)	($171.72)	11/15/2007
519973	11/13/2007	$	172.62	$172.62	11/15/2007
519973	11/12/2007	$	8.78	$8.78	11/15/2007
519973	11/13/2007	$	172.62	$172.62	11/15/2007
519973	11/13/2007	$	617.80	$617.80	11/15/2007
519973	11/13/2007	$	(616.90)	($616.90)	11/15/2007
519973	11/14/2007	$	856.36	$856.36	11/15/2007
551334	11/8/2007	$	6.54	$6.54	11/15/2007
551334	11/29/2007	$	4.58	$4.58	11/30/2007
712066	11/27/2007	$	16.97	$16.97	11/30/2007
712066	11/27/2007	$	73.71	$73.71	11/30/2007
755469	10/18/2007	$	4.96	$4.96	10/31/2007
755469	10/18/2007	$	62.94	$62.94	10/31/2007
755469	10/18/2007	$	491.07	$491.07	10/31/2007
755469	11/5/2007	$	34.89	$34.89	11/15/2007
755469	11/27/2007	$	4.93	$4.93	11/30/2007
755469	11/27/2007	$	491.07	$491.07	11/30/2007
853620	11/8/2007	$	93.32	$93.32	11/15/2007
853620	11/8/2007	$	141.54	$141.54	11/15/2007
853620	11/16/2007	$	94.83	$94.83	11/30/2007
862157	10/29/2007	$	5.10	$5.10	10/31/2007
862157	10/29/2007	$	33.15	$33.15	10/31/2007
862157	10/29/2007	$	104.10	$104.10	10/31/2007
862157	11/1/2007	$	7.00	$7.00	11/15/2007
862157	11/1/2007	$	14.83	$14.83	11/15/2007
862157	11/5/2007	$	140.17	$140.17	11/15/2007
914351	10/25/2007	$	16.50	$16.50	10/31/2007
914351	10/25/2007	$	143.20	$143.20	10/31/2007
914351	11/27/2007	$	16.50	$16.50	11/30/2007
914351	11/27/2007	$	143.20	$143.20	11/30/2007
933984	11/17/2007	$	27.95	$27.95	11/30/2007
933984	11/17/2007	$	29.83	$29.83	11/30/2007
083418	10/23/2007	$	9.96	$9.96	10/31/2007
084729	10/27/2007	$	4.45	$4.45	10/31/2007
084729	10/31/2007	$	8.79	$8.79	10/31/2007
084729	11/5/2007	$	60.69	$60.69	11/15/2007
084729	11/27/2007	$	87.07	$87.07	11/30/2007
084729	11/28/2007	$	4.45	$4.45	11/30/2007
084729	11/28/2007	$	(3.55)	($3.55)	11/30/2007
084729	11/29/2007	$	28.07	$28.07	11/30/2007
277583	11/2/2007	$	(3.95)	($3.95)	11/15/2007
277583	11/2/2007	$	(93.46)	($93.46)	11/15/2007
277583	11/2/2007	$	4.85	$4.85	11/15/2007
277583	11/2/2007	$	94.36	$94.36	11/15/2007
277583	11/2/2007	$	4.60	$4.60	11/15/2007
277583	11/2/2007	$	(3.70)	($3.70)	11/15/2007
277583	11/5/2007	$	61.64	$61.64	11/15/2007
277583	11/5/2007	$	25.60	$25.60	11/15/2007
277583	11/5/2007	$	6.25	$6.25	11/15/2007
277583	11/5/2007	$	(60.74)	($60.74)	11/15/2007
277583	11/20/2007	$	51.27	$51.27	11/30/2007
295107	10/17/2007	$	(163.54)	($163.54)	10/31/2007
295107	10/19/2007	$	164.44	$164.44	10/31/2007
295107	10/19/2007	$	(163.54)	($163.54)	10/31/2007
295107	10/19/2007	$	164.44	$164.44	10/31/2007

295107	10/17/2007	$	12.24	$12.24	10/31/2007
295107	10/17/2007	$	14.86	$14.86	10/31/2007
295107	10/17/2007	$	164.44	$164.44	10/31/2007
295107	11/19/2007	$	12.24	$12.24	11/30/2007
295107	11/19/2007	$	195.24	$195.24	11/30/2007
295107	11/20/2007	$	14.86	$14.86	11/30/2007
295107	11/20/2007	$	(13.96)	($13.96)	11/30/2007
295107	11/20/2007	$	14.86	$14.86	11/30/2007
295107	11/20/2007	$	(13.96)	($13.96)	11/30/2007
295107	11/20/2007	$	14.86	$14.86	11/30/2007
736198	11/1/2007	$	320.22	$320.22	11/15/2007
736198	11/16/2007	$	7.59	$7.59	11/30/2007
736198	11/16/2007	$	(6.69)	($6.69)	11/30/2007
736198	11/16/2007	$	7.59	$7.59	11/30/2007
814972	10/25/2007	$	17.05	$17.05	10/31/2007
814972	10/25/2007	$	6.05	$6.05	10/31/2007
840373	10/26/2007	$	15.69	$15.69	10/31/2007
840373	10/26/2007	$	10.00	$10.00	10/31/2007
840373	11/13/2007	$	193.67	$193.67	11/15/2007
840373	11/13/2007	$	46.30	$46.30	11/15/2007
840373	11/13/2007	$	10.00	$10.00	11/15/2007
840373	11/13/2007	$	(9.10)	($9.10)	11/15/2007
841910	10/23/2007	$	94.83	$94.83	10/31/2007
841910	11/13/2007	$	32.78	$32.78	11/15/2007
841910	11/20/2007	$	94.83	$94.83	11/30/2007
889465	10/17/2007	$	8.56	$8.56	10/31/2007
889465	11/7/2007	$	8.56	$8.56	11/15/2007
944162	11/3/2007	$	7.70	$7.70	11/15/2007
944162	11/3/2007	$	9.43	$9.43	11/15/2007
944162	11/3/2007	$	4.81	$4.81	11/15/2007
947588	10/29/2007	$	6.17	$6.17	10/31/2007
947588	10/29/2007	$	74.17	$74.17	10/31/2007
948536	11/27/2007	$	289.63	$289.63	11/30/2007
948536	11/27/2007	$	65.77	$65.77	11/30/2007
949271	10/23/2007	$	5.33	$5.33	10/31/2007
949271	11/13/2007	$	118.87	$118.87	11/15/2007
949271	11/19/2007	$	21.75	$21.75	11/30/2007
949271	11/19/2007	$	5.33	$5.33	11/30/2007
43586A	10/23/2007	$	8.04	$8.04	10/31/2007
43586A	11/8/2007	$	16.32	$16.32	11/15/2007
044375	10/19/2007	$	10.13	$10.13	10/31/2007
068286	10/19/2007	$	55.08	$55.08	10/31/2007
068286	11/13/2007	$	5.65	$5.65	11/15/2007
068286	11/13/2007	$	146.09	$146.09	11/15/2007
068286	11/27/2007	$	60.00	$60.00	11/30/2007
254884	11/13/2007	$	58.70	$58.70	11/15/2007
254884	11/16/2007	$	22.65	$22.65	11/30/2007
254884	11/16/2007	$	8.79	$8.79	11/30/2007
272485	10/18/2007	$	8.47	$8.47	10/31/2007
272485	11/13/2007	$	56.64	$56.64	11/15/2007
272485	11/14/2007	$	21.75	$21.75	11/15/2007
272485	11/29/2007	$	8.47	$8.47	11/30/2007
316893	11/7/2007	$	4.32	$4.32	11/15/2007
316893	11/7/2007	$	11.32	$11.32	11/15/2007
316893	11/7/2007	$	46.40	$46.40	11/15/2007
375373	10/17/2007	$	14.86	$14.86	10/31/2007
375373	10/17/2007	$	38.01	$38.01	10/31/2007
375373	11/29/2007	$	140.17	$140.17	11/30/2007

375373	11/29/2007	$	26.43	$26.43	11/30/2007
375373	11/29/2007	$	38.01	$38.01	11/30/2007
439250	11/7/2007	$	22.03	$22.03	11/15/2007
439250	11/14/2007	$	37.90	$37.90	11/15/2007
439250	11/14/2007	$	94.36	$94.36	11/15/2007
439250	11/14/2007	$	(37.00)	($37.00)	11/15/2007
439250	11/14/2007	$	37.90	$37.90	11/15/2007
439250	11/14/2007	$	(93.46)	($93.46)	11/30/2007
439250	11/30/2007	$	94.36	$94.36	11/30/2007
470433	10/26/2007	$	40.06	$40.06	11/15/2007
470433	11/2/2007	$	63.26	$63.26	11/15/2007
470433	11/2/2007	$	112.31	$112.31	11/15/2007
470433	11/2/2007	$	(62.36)	($62.36)	11/30/2007
470433	11/2/2007	$	(111.41)	($111.41)	11/30/2007
470433	10/26/2007	$	(39.16)	($39.16)	11/30/2007
470433	11/30/2007	$	40.06	$40.06	12/15/2007
470433	11/30/2007	$	(39.16)	($39.16)	12/15/2007
470433	11/30/2007	$	40.06	$40.06	12/15/2007
543410	11/7/2007	$	78.80	$78.80	11/15/2007
633013	10/29/2007	$	8.91	$8.91	10/31/2007
633013	10/29/2007	$	9.63	$9.63	10/31/2007
633013	11/28/2007	$	6.54	$6.54	11/30/2007
3659	11/1/2007	$	3.87	$3.87	11/15/2007
684674	10/24/2007	$	4.50	$4.50	10/31/2007
684674	11/5/2007	$	4.81	$4.81	11/15/2007
684674	11/5/2007	$	18.10	$18.10	11/15/2007
684674	11/5/2007	$	(17.20)	($17.20)	11/15/2007
684674	11/5/2007	$	11.33	$11.33	11/15/2007
876295	11/13/2007	$	14.83	$14.83	11/15/2007
024695	10/31/2007	$	43.63	$43.63	10/31/2007
024695	11/14/2007	$	129.78	$129.78	11/15/2007
024695	11/14/2007	$	(128.88)	($128.88)	11/15/2007
024695	11/14/2007	$	126.30	$126.30	11/15/2007
027575	10/24/2007	$	6.20	$6.20	10/31/2007
027575	11/1/2007	$	11.64	$11.64	11/15/2007
027575	11/16/2007	$	28.82	$28.82	11/30/2007
027575	11/16/2007	$	14.83	$14.83	11/30/2007
028435	10/25/2007	$	71.89	$71.89	10/31/2007
028435	10/25/2007	$	24.04	$24.04	10/31/2007
028435	10/25/2007	$	6.73	$6.73	10/31/2007
028435	10/25/2007	$	(5.83)	($5.83)	10/31/2007
028435	10/25/2007	$	6.84	$6.84	10/31/2007
028435	11/6/2007	$	30.40	$30.40	11/15/2007
028435	11/27/2007	$	71.89	$71.89	11/30/2007
028435	11/27/2007	$	24.04	$24.04	11/30/2007
028435	10/18/2007	$	8.62	$8.62	10/31/2007
028435	10/18/2007	$	14.97	$14.97	10/31/2007
028435	10/22/2007	$	21.07	$21.07	10/31/2007
028435	10/22/2007	$	(20.17)	($20.17)	10/31/2007
028435	10/22/2007	$	17.31	$17.31	10/31/2007
029797	10/18/2007	$	202.48	$202.48	10/31/2007
029797	10/24/2007	$	24.94	$24.94	10/31/2007
029797	11/8/2007	$	6.54	$6.54	11/15/2007
029797	11/8/2007	$	7.90	$7.90	11/15/2007
029797	11/8/2007	$	(7.00)	($7.00)	11/15/2007
029797	11/8/2007	$	7.08	$7.08	11/15/2007
029797	11/5/2007	$	80.32	$80.32	11/15/2007
119553	11/1/2007	$	67.55	$67.55	11/15/2007

119553	11/15/2007	$	21.63	$21.63	11/15/2007
119553	11/8/2007	$	60.96	$60.96	11/15/2007
133253	10/23/2007	$	11.53	$11.53	10/31/2007
133253	11/2/2007	$	11.53	$11.53	11/15/2007
133253	11/13/2007	$	11.53	$11.53	11/15/2007
133253	11/29/2007	$	3.72	$3.72	11/30/2007
134757	10/25/2007	$	84.41	$84.41	10/31/2007
432025	10/31/2007	$	27.94	$27.94	10/31/2007
432025	10/31/2007	$	7.44	$7.44	10/31/2007
497570	11/2/2007	$	8.79	$8.79	11/15/2007
497570	11/2/2007	$	28.45	$28.45	11/15/2007
497570	11/2/2007	$	120.41	$120.41	11/15/2007
531222	11/2/2007	$	202.48	$202.48	11/15/2007
531222	11/1/2007	$	20.77	$20.77	11/15/2007
531222	11/27/2007	$	33.32	$33.32	11/30/2007
578131	11/7/2007	$	4.45	$4.45	11/15/2007
610266	11/23/2007	$	72.80	$72.80	11/30/2007
610266	11/23/2007	$	24.04	$24.04	11/30/2007
610266	11/30/2007	$	88.26	$88.26	11/30/2007
632433	11/9/2007	$	95.19	$95.19	11/15/2007
740252	10/26/2007	$	8.79	$8.79	10/31/2007
740252	10/30/2007	$	5.25	$5.25	10/31/2007
740252	10/27/2007	$	39.75	$39.75	10/31/2007
740252	11/30/2007	$	5.25	$5.25	11/30/2007
740252	11/29/2007	$	6.68	$6.68	11/30/2007
740252	11/29/2007	$	39.75	$39.75	11/30/2007
808456	11/8/2007	$	8.45	$8.45	11/15/2007
808456	11/8/2007	$	69.44	$69.44	11/15/2007
808456	11/8/2007	$	127.11	$127.11	11/15/2007
808456	11/8/2007	$	(68.54)	($68.54)	11/15/2007
808456	11/8/2007	$	69.44	$69.44	11/15/2007
455959	10/18/2007	$	320.22	$320.22	10/31/2007
967666	11/11/2007	$	493.95	$493.95	11/15/2007
967666	11/11/2007	$	74.87	$74.87	11/15/2007
967666	11/27/2007	$	74.17	$74.17	11/30/2007
969006	10/17/2007	$	12.16	$12.16	10/31/2007
969006	10/17/2007	$	56.74	$56.74	10/31/2007
969006	11/2/2007	$	127.11	$127.11	11/15/2007
969006	11/2/2007	$	38.88	$38.88	11/15/2007
969006	11/15/2007	$	12.16	$12.16	11/15/2007
219014	11/6/2007	$	84.79	$84.79	11/15/2007
219014	11/6/2007	$	138.81	$138.81	11/15/2007
219014	11/6/2007	$	(137.91)	($137.91)	11/15/2007
219014	11/6/2007	$	138.81	$138.81	11/15/2007
219014	11/29/2007	$	4.96	$4.96	11/30/2007
333644	10/19/2007	$	5.78	$5.78	10/31/2007
333644	10/16/2007	$	8.45	$8.45	10/31/2007
333644	10/19/2007	$	(4.88)	($4.88)	10/31/2007
333644	10/19/2007	$	47.07	$47.07	10/31/2007
333644	10/19/2007	$	(46.17)	($46.17)	10/31/2007
333644	10/19/2007	$	47.07	$47.07	10/31/2007
333644	10/18/2007	$	8.89	$8.89	10/31/2007
355200	11/1/2007	$	27.40	$27.40	11/15/2007
355200	11/15/2007	$	56.74	$56.74	11/15/2007
355200	11/15/2007	$	7.00	$7.00	11/15/2007
371313	10/31/2007	$	5.94	$5.94	10/31/2007
371313	10/31/2007	$	(5.04)	($5.04)	10/31/2007
371313	10/31/2007	$	5.70	$5.70	10/31/2007

371313	11/9/2007	$	11.64	$11.64	11/15/2007
412449	10/18/2007	$	116.43	$116.43	10/31/2007
412449	10/18/2007	$	190.89	$190.89	10/31/2007
412449	10/18/2007	$	(189.99)	($189.99)	10/31/2007
412449	10/18/2007	$	190.89	$190.89	10/31/2007
412449	10/20/2007	$	44.44	$44.44	10/31/2007
430770	11/9/2007	$	30.74	$30.74	11/15/2007
692398	10/29/2007	$	8.91	$8.91	10/31/2007
763254	11/8/2007	$	56.29	$56.29	11/15/2007
797255	11/9/2007	$	168.42	$168.42	11/15/2007
897509	11/5/2007	$	52.90	$52.90	11/15/2007
897509	11/29/2007	$	44.58	$44.58	11/30/2007
914304	10/31/2007	$	21.34	$21.34	10/31/2007
914304	10/31/2007	$	64.13	$64.13	10/31/2007
952782	10/19/2007	$	28.03	$28.03	10/31/2007
952782	10/19/2007	$	(27.13)	($27.13)	10/31/2007
952782	10/19/2007	$	28.03	$28.03	10/31/2007
952782	11/9/2007	$	49.60	$49.60	11/15/2007
952782	11/27/2007	$	12.08	$12.08	11/30/2007
952782	11/27/2007	$	65.67	$65.67	11/30/2007
456990	11/14/2007	$	4.90	$4.90	11/15/2007
998082	10/29/2007	$	11.27	$11.27	10/31/2007
998082	10/29/2007	$	395.16	$395.16	10/31/2007
998082	11/21/2007	$	12.85	$12.85	11/30/2007
16313A	11/28/2007	$	4.08	$4.08	11/30/2007
16313A	11/28/2007	$	17.94	$17.94	11/30/2007
16313A	11/28/2007	$	4.45	$4.45	11/30/2007
16313A	11/28/2007	$	(17.04)	($17.04)	11/30/2007
16313A	11/28/2007	$	6.44	$6.44	11/30/2007
438017	10/18/2007	$	6.25	$6.25	10/31/2007
438017	10/18/2007	$	118.87	$118.87	10/31/2007
438017	10/18/2007	$	112.77	$112.77	10/31/2007
438017	11/5/2007	$	8.49	$8.49	11/15/2007
438017	11/6/2007	$	77.22	$77.22	11/15/2007
438017	11/28/2007	$	394.77	$394.77	11/30/2007
438017	11/28/2007	$	103.67	$103.67	11/30/2007
438017	11/28/2007	$	(393.87)	($393.87)	11/30/2007
438017	11/28/2007	$	77.22	$77.22	11/30/2007
438017	11/6/2007	$	(76.32)	($76.32)	11/30/2007
556137	11/8/2007	$	4.45	$4.45	11/15/2007
556137	11/8/2007	$	4.45	$4.45	11/15/2007
556137	11/8/2007	$	4.45	$4.45	11/15/2007
750171	11/14/2007	$	14.86	$14.86	11/15/2007
750171	11/14/2007	$	14.83	$14.83	11/15/2007
750171	11/14/2007	$	252.11	$252.11	11/15/2007
750171	11/14/2007	$	(13.96)	($13.96)	11/15/2007
750171	11/14/2007	$	(13.93)	($13.93)	11/15/2007
790198	11/5/2007	$	196.82	$196.82	11/15/2007
790198	11/5/2007	$	880.01	$880.01	11/15/2007
790198	11/5/2007	$	196.69	$196.69	11/15/2007
045009	11/27/2007	$	4.45	$4.45	11/30/2007
045009	11/27/2007	$	39.99	$39.99	11/30/2007
045009	11/27/2007	$	56.29	$56.29	11/30/2007
045009	11/27/2007	$	(39.09)	($39.09)	12/15/2007
045009	11/27/2007	$	(55.39)	($55.39)	12/15/2007
045009	11/27/2007	$	(3.55)	($3.55)	12/15/2007
088348	10/22/2007	$	127.53	$127.53	10/31/2007
088348	10/22/2007	$	12.85	$12.85	10/31/2007

088348	11/1/2007	$	5.15	$5.15	11/15/2007
088348	11/1/2007	$	42.70	$42.70	11/15/2007
088348	11/1/2007	$	(4.25)	($4.25)	11/15/2007
088348	11/27/2007	$	127.53	$127.53	11/30/2007
088348	11/27/2007	$	12.85	$12.85	11/30/2007
136806	10/26/2007	$	130.95	$130.95	10/31/2007
136806	11/1/2007	$	4.93	$4.93	11/15/2007
136806	11/14/2007	$	100.37	$100.37	11/15/2007
136806	11/14/2007	$	(99.47)	($99.47)	11/15/2007
136806	11/14/2007	$	87.89	$87.89	11/15/2007
136806	11/19/2007	$	130.95	$130.95	11/30/2007
136806	11/19/2007	$	(130.05)	($130.05)	11/30/2007
136806	11/27/2007	$	4.93	$4.93	11/30/2007
151338	11/1/2007	$	14.70	$14.70	11/15/2007
151338	11/1/2007	$	56.29	$56.29	11/15/2007
151338	11/13/2007	$	4.45	$4.45	11/15/2007
477899	10/22/2007	$	57.64	$57.64	10/31/2007
571638	10/26/2007	$	28.66	$28.66	10/31/2007
571638	11/20/2007	$	9.86	$9.86	11/30/2007
634839	11/5/2007	$	10.77	$10.77	11/15/2007
634839	11/6/2007	$	7.59	$7.59	11/15/2007
634839	11/6/2007	$	112.57	$112.57	11/15/2007
810144	11/27/2007	$	24.04	$24.04	11/30/2007
810144	11/27/2007	$	73.08	$73.08	11/30/2007
834931	11/27/2007	$	4.81	$4.81	11/30/2007
2897	10/19/2007	$	84.41	$84.41	10/31/2007
2897	10/19/2007	$	11.74	$11.74	10/31/2007
2897	11/13/2007	$	11.74	$11.74	11/15/2007
2897	11/13/2007	$	78.64	$78.64	11/15/2007
2897	11/12/2007	$	84.41	$84.41	11/15/2007
2897	11/13/2007	$	(77.74)	($77.74)	11/15/2007
2897	11/13/2007	$	103.98	$103.98	11/15/2007
840580	11/12/2007	$	214.23	$214.23	11/15/2007
840580	11/29/2007	$	91.66	$91.66	11/30/2007
840580	11/28/2007	$	88.26	$88.26	11/30/2007
863682	10/16/2007	$	7.95	$7.95	10/31/2007
863682	11/5/2007	$	105.50	$105.50	11/15/2007
863682	11/5/2007	$	146.29	$146.29	11/15/2007
863682	11/14/2007	$	7.95	$7.95	11/15/2007
878122	10/12/2007	$	(238.49)	($238.49)	10/31/2007
878122	10/12/2007	$	239.39	$239.39	10/31/2007
878122	11/12/2007	$	55.91	$55.91	11/15/2007
988798	10/17/2007	$	20.94	$20.94	10/31/2007
988798	10/17/2007	$	21.09	$21.09	10/31/2007
988798	10/17/2007	$	21.12	$21.12	10/31/2007
988798	11/13/2007	$	20.94	$20.94	11/15/2007
988798	11/13/2007	$	21.09	$21.09	11/15/2007
988798	11/13/2007	$	21.73	$21.73	11/15/2007
065963	10/31/2007	$	11.20	$11.20	11/15/2007
065963	10/31/2007	$	17.25	$17.25	11/15/2007
065963	11/19/2007	$	7.00	$7.00	11/30/2007
065963	11/19/2007	$	56.29	$56.29	11/30/2007
065963	11/19/2007	$	31.77	$31.77	11/30/2007
066096	10/30/2007	$	143.69	$143.69	10/31/2007
066867	11/16/2007	$	107.61	$107.61	11/30/2007
066867	11/16/2007	$	113.31	$113.31	11/30/2007
067389	11/19/2007	$	57.19	$57.19	11/30/2007
067389	11/19/2007	$	118.87	$118.87	11/30/2007

067389	11/19/2007	$	(117.97)	($117.97)	11/30/2007
067389	11/19/2007	$	118.87	$118.87	11/30/2007
068001	11/5/2007	$	22.03	$22.03	11/15/2007
068001	11/5/2007	$	149.74	$149.74	11/15/2007
068001	11/29/2007	$	4.45	$4.45	11/30/2007
068001	11/5/2007	$	(148.84)	($148.84)	11/30/2007
068001	11/5/2007	$	(21.13)	($21.13)	11/30/2007
068001	10/1/2007	$	(128.88)	($128.88)	11/30/2007
068001	11/29/2007	$	78.81	$78.81	11/30/2007
068001	11/29/2007	$	56.29	$56.29	11/30/2007
069936	10/22/2007	$	103.67	$103.67	10/31/2007
069936	11/6/2007	$	84.30	$84.30	11/15/2007
069936	11/6/2007	$	24.04	$24.04	11/15/2007
069936	11/28/2007	$	84.30	$84.30	11/30/2007
236388	11/6/2007	$	339.01	$339.01	11/15/2007
236388	11/8/2007	$	22.65	$22.65	11/15/2007
236388	11/19/2007	$	22.75	$22.75	11/30/2007
273518	11/6/2007	$	150.07	$150.07	11/15/2007
273518	11/30/2007	$	150.07	$150.07	11/30/2007
273518	11/20/2007	$	217.04	$217.04	11/30/2007
298918	10/29/2007	$	146.29	$146.29	10/31/2007
499539	10/24/2007	$	20.45	$20.45	10/31/2007
499539	11/5/2007	$	34.67	$34.67	11/15/2007
499539	11/30/2007	$	20.45	$20.45	11/30/2007
597754	11/16/2007	$	3.95	$3.95	11/30/2007
597754	11/20/2007	$	59.28	$59.28	11/30/2007
693918	10/24/2007	$	4.45	$4.45	10/31/2007
693918	11/19/2007	$	4.45	$4.45	11/30/2007
693918	11/19/2007	$	4.45	$4.45	11/30/2007
0170868	10/29/2007	$	6.73	$6.73	10/31/2007
0170868	11/2/2007	$	27.80	$27.80	11/15/2007
0170868	11/2/2007	$	8.79	$8.79	11/15/2007
290789	10/17/2007	$	23.70	$23.70	10/31/2007
290789	10/17/2007	$	25.24	$25.24	10/31/2007
290789	10/17/2007	$	21.25	$21.25	10/31/2007
359418	10/18/2007	$	149.75	$149.75	10/31/2007
359418	10/18/2007	$	12.55	$12.55	10/31/2007
414780	11/29/2007	$	144.39	$144.39	11/30/2007
414780	11/29/2007	$	30.40	$30.40	11/30/2007
430162	11/5/2007	$	19.38	$19.38	11/15/2007
430162	11/29/2007	$	6.91	$6.91	11/30/2007
737111	11/15/2007	$	80.45	$80.45	11/15/2007
737111	11/15/2007	$	22.60	$22.60	11/15/2007
737111	11/15/2007	$	245.98	$245.98	11/15/2007
905655	11/9/2007	$	4.29	$4.29	11/15/2007
905655	11/9/2007	$	25.19	$25.19	11/15/2007
905655	11/9/2007	$	5.29	$5.29	11/15/2007
905886	11/3/2007	$	31.44	$31.44	11/15/2007
905886	11/3/2007	$	6.25	$6.25	11/15/2007
905886	11/6/2007	$	7.50	$7.50	11/15/2007
905886	11/6/2007	$	(6.60)	($6.60)	11/15/2007
905886	11/6/2007	$	7.50	$7.50	11/15/2007
906856	10/16/2007	$	5.10	$5.10	10/31/2007
906856	10/16/2007	$	14.48	$14.48	10/31/2007
906856	10/16/2007	$	146.28	$146.28	10/31/2007
907460	10/25/2007	$	108.14	$108.14	10/31/2007
907460	10/25/2007	$	127.53	$127.53	10/31/2007
907460	10/25/2007	$	126.32	$126.32	10/31/2007

920080	11/13/2007	$	27.38	$27.38	11/15/2007
920080	11/13/2007	$	42.52	$42.52	11/15/2007
949698	10/22/2007	$	4.30	$4.30	10/31/2007
949698	11/7/2007	$	70.00	$70.00	11/15/2007
949698	11/7/2007	$	57.64	$57.64	11/15/2007
949698	11/19/2007	$	91.61	$91.61	11/30/2007
023767	11/30/2007	$	60.33	$60.33	11/30/2007
023767	11/30/2007	$	178.78	$178.78	11/30/2007
485189	10/17/2007	$	82.23	$82.23	10/31/2007
485189	11/14/2007	$	24.48	$24.48	11/15/2007
497424	11/15/2007	$	22.81	$22.81	11/15/2007
497424	11/15/2007	$	22.53	$22.53	11/15/2007
497424	11/15/2007	$	21.35	$21.35	11/15/2007
531213	10/29/2007	$	514.44	$514.44	10/31/2007
531213	10/29/2007	$	54.69	$54.69	10/31/2007
786900	10/31/2007	$	12.85	$12.85	10/31/2007
786900	11/6/2007	$	4.39	$4.39	11/15/2007
786900	11/6/2007	$	9.88	$9.88	11/15/2007
786900	11/5/2007	$	12.24	$12.24	11/15/2007
2663	10/18/2007	$	6.05	$6.05	10/31/2007
2663	10/18/2007	$	127.49	$127.49	10/31/2007
2663	10/18/2007	$	(5.15)	($5.15)	10/31/2007
2663	10/18/2007	$	9.39	$9.39	10/31/2007
2663	10/18/2007	$	(8.49)	($8.49)	10/31/2007
2663	10/18/2007	$	6.05	$6.05	10/31/2007
2663	10/29/2007	$	14.33	$14.33	10/31/2007
088068	11/1/2007	$	122.37	$122.37	11/15/2007
088068	11/6/2007	$	111.42	$111.42	11/15/2007
088068	11/12/2007	$	53.56	$53.56	11/15/2007
088725	10/31/2007	$	55.24	$55.24	10/31/2007
089281	10/18/2007	$	8.43	$8.43	10/31/2007
089281	10/18/2007	$	(7.53)	($7.53)	10/31/2007
089281	10/18/2007	$	7.51	$7.51	10/31/2007
089281	10/18/2007	$	6.44	$6.44	10/31/2007
089281	10/18/2007	$	113.31	$113.31	10/31/2007
117516	10/31/2007	$	65.20	$65.20	11/15/2007
117516	10/31/2007	$	146.38	$146.38	11/15/2007
117516	11/30/2007	$	146.29	$146.29	11/30/2007
117516	11/30/2007	$	146.38	$146.38	11/30/2007
117516	11/30/2007	$	65.20	$65.20	11/30/2007
291654	11/8/2007	$	196.70	$196.70	11/15/2007
316678	10/16/2007	$	11.64	$11.64	10/31/2007
316678	10/16/2007	$	4.96	$4.96	10/31/2007
316678	11/14/2007	$	4.96	$4.96	11/15/2007
316678	11/14/2007	$	11.64	$11.64	11/15/2007
462339	11/2/2007	$	163.33	$163.33	11/15/2007
397705	11/27/2007	$	149.74	$149.74	11/30/2007
459711	11/5/2007	$	9.34	$9.34	11/15/2007
459711	11/5/2007	$	50.23	$50.23	11/15/2007
459711	11/5/2007	$	9.83	$9.83	11/15/2007
479277	11/6/2007	$	4.96	$4.96	11/15/2007
479277	11/6/2007	$	35.86	$35.86	11/15/2007
479277	11/6/2007	$	4.34	$4.34	11/15/2007
479277	11/6/2007	$	(3.44)	($3.44)	11/15/2007
479277	11/6/2007	$	21.63	$21.63	11/15/2007
533957	11/6/2007	$	127.11	$127.11	11/15/2007
533957	11/5/2007	$	6.31	$6.31	11/15/2007
533957	11/5/2007	$	12.78	$12.78	11/15/2007

533957	11/5/2007	$	(11.88)	($11.88)	11/15/2007
533957	11/5/2007	$	82.49	$82.49	11/15/2007
590602	10/24/2007	$	8.79	$8.79	10/31/2007
650549	11/7/2007	$	20.45	$20.45	11/15/2007
650549	11/7/2007	$	64.13	$64.13	11/15/2007
940548	11/13/2007	$	255.28	$255.28	11/15/2007
940548	11/13/2007	$	84.32	$84.32	11/15/2007
940548	11/13/2007	$	100.50	$100.50	11/15/2007
940781	10/18/2007	$	70.96	$70.96	10/31/2007
940781	10/18/2007	$	101.36	$101.36	10/31/2007
940781	11/9/2007	$	126.30	$126.30	11/15/2007
940781	11/20/2007	$	70.96	$70.96	11/30/2007
940781	11/16/2007	$	111.21	$111.21	11/30/2007
972676	10/23/2007	$	8.07	$8.07	10/31/2007
972676	10/23/2007	$	12.18	$12.18	10/31/2007
4899	11/14/2007	$	45.99	$45.99	11/15/2007
4899	11/14/2007	$	10.02	$10.02	11/15/2007
4899	11/14/2007	$	118.87	$118.87	11/15/2007
028608	11/2/2007	$	45.68	$45.68	11/15/2007
028608	11/2/2007	$	4.93	$4.93	11/15/2007
028608	11/2/2007	$	20.77	$20.77	11/15/2007
029347	10/23/2007	$	12.80	$12.80	10/31/2007
029347	11/27/2007	$	14.48	$14.48	11/30/2007
029347	11/27/2007	$	5.79	$5.79	11/30/2007
159225	10/25/2007	$	22.65	$22.65	10/31/2007
159225	9/19/2007	$	(66.44)	($66.44)	10/31/2007
159225	10/25/2007	$	67.34	$67.34	10/31/2007
298252	10/22/2007	$	88.41	$88.41	10/31/2007
298252	10/22/2007	$	6.90	$6.90	10/31/2007
298252	11/14/2007	$	(7.84)	($7.84)	11/15/2007
298252	11/14/2007	$	8.74	$8.74	11/15/2007
298252	11/14/2007	$	6.39	$6.39	11/15/2007
298252	11/14/2007	$	8.74	$8.74	11/15/2007
298252	11/14/2007	$	14.34	$14.34	11/15/2007
298252	11/14/2007	$	(13.44)	($13.44)	11/15/2007
298252	11/14/2007	$	14.34	$14.34	11/15/2007
298252	11/14/2007	$	(13.44)	($13.44)	11/15/2007
298252	11/14/2007	$	14.34	$14.34	11/15/2007
492584	10/16/2007	$	68.41	$68.41	10/31/2007
492584	10/16/2007	$	112.42	$112.42	10/31/2007
492584	10/23/2007	$	70.45	$70.45	10/31/2007
492584	10/23/2007	$	(69.55)	($69.55)	10/31/2007
492584	10/23/2007	$	70.45	$70.45	10/31/2007
492584	11/6/2007	$	8.79	$8.79	11/15/2007
492584	11/19/2007	$	123.55	$123.55	11/30/2007
492584	11/27/2007	$	70.45	$70.45	11/30/2007
497763	11/6/2007	$	26.45	$26.45	11/15/2007
497763	11/6/2007	$	9.39	$9.39	11/15/2007
497763	11/6/2007	$	20.53	$20.53	11/15/2007
535768	11/6/2007	$	13.07	$13.07	11/15/2007
535768	11/6/2007	$	4.90	$4.90	11/15/2007
555923	10/16/2007	$	15.15	$15.15	10/31/2007
555923	10/17/2007	$	14.62	$14.62	10/31/2007
555923	10/17/2007	$	5.86	$5.86	10/31/2007
570593	11/12/2007	$	12.85	$12.85	11/15/2007
570593	11/12/2007	$	15.01	$15.01	11/15/2007
571751	10/24/2007	$	29.10	$29.10	10/31/2007
571751	10/24/2007	$	21.90	$21.90	10/31/2007

571751	10/24/2007	$	22.19	$22.19	10/31/2007
571751	11/19/2007	$	14.34	$14.34	11/30/2007
571751	11/19/2007	$	30.81	$30.81	11/30/2007
571751	11/19/2007	$	16.18	$16.18	11/30/2007
433598	11/1/2007	$	7.53	$7.53	11/15/2007
433598	11/14/2007	$	252.11	$252.11	11/15/2007
433598	11/14/2007	$	10.69	$10.69	11/15/2007
433598	11/14/2007	$	(9.79)	($9.79)	11/15/2007
433598	11/15/2007	$	12.51	$12.51	11/15/2007
692540	11/20/2007	$	105.39	$105.39	11/30/2007
805638	11/1/2007	$	157.86	$157.86	11/15/2007
805638	11/1/2007	$	50.45	$50.45	11/15/2007
805638	11/1/2007	$	4.58	$4.58	11/15/2007
042590	11/27/2007	$	29.09	$29.09	11/30/2007
042590	11/27/2007	$	43.89	$43.89	11/30/2007
042590	11/27/2007	$	113.31	$113.31	11/30/2007
257629	11/1/2007	$	22.05	$22.05	11/15/2007
257629	11/1/2007	$	22.65	$22.65	11/15/2007
257629	11/1/2007	$	79.87	$79.87	11/15/2007
319506	11/6/2007	$	68.75	$68.75	11/15/2007
319506	11/6/2007	$	16.48	$16.48	11/15/2007
319506	11/6/2007	$	(15.58)	($15.58)	11/15/2007
319506	11/6/2007	$	16.48	$16.48	11/15/2007
319506	11/9/2007	$	193.67	$193.67	11/15/2007
870986	11/6/2007	$	4.93	$4.93	11/15/2007
870986	11/6/2007	$	6.25	$6.25	11/15/2007
870986	11/6/2007	$	185.78	$185.78	11/15/2007
882237	10/17/2007	$	28.03	$28.03	10/31/2007
882237	10/17/2007	$	5.33	$5.33	10/31/2007
882237	10/17/2007	$	62.65	$62.65	10/31/2007
882237	11/5/2007	$	84.18	$84.18	11/15/2007
882237	11/16/2007	$	394.77	$394.77	11/30/2007
882237	11/16/2007	$	28.03	$28.03	11/30/2007
966163	10/19/2007	$	44.75	$44.75	10/31/2007
966163	10/19/2007	$	53.70	$53.70	10/31/2007
966163	10/22/2007	$	81.75	$81.75	10/31/2007
966163	10/22/2007	$	(80.85)	($80.85)	10/31/2007
966163	10/22/2007	$	49.90	$49.90	10/31/2007
966163	11/2/2007	$	20.32	$20.32	11/15/2007
966163	11/6/2007	$	7.25	$7.25	11/15/2007
966163	11/6/2007	$	21.79	$21.79	11/15/2007
967098	11/20/2007	$	103.98	$103.98	11/30/2007
967098	11/20/2007	$	73.08	$73.08	11/30/2007
967098	11/20/2007	$	(72.18)	($72.18)	11/30/2007
967098	11/20/2007	$	165.66	$165.66	11/30/2007
967584	10/18/2007	$	7.19	$7.19	10/31/2007
967584	10/23/2007	$	35.44	$35.44	10/31/2007
967584	11/5/2007	$	22.65	$22.65	11/15/2007
967584	11/5/2007	$	8.95	$8.95	11/15/2007
967584	11/5/2007	$	6.20	$6.20	11/15/2007
177388	11/15/2007	$	27.80	$27.80	11/15/2007
177388	11/15/2007	$	9.88	$9.88	11/15/2007
177388	11/15/2007	$	147.46	$147.46	11/15/2007
453604	10/31/2007	$	105.49	$105.49	10/31/2007
453604	10/31/2007	$	25.86	$25.86	10/31/2007
453604	11/5/2007	$	66.36	$66.36	11/15/2007
453604	11/29/2007	$	64.62	$64.62	11/30/2007
492622	11/2/2007	$	8.72	$8.72	11/15/2007

492622	11/2/2007	$	428.90	$428.90	11/15/2007
492622	11/2/2007	$	82.10	$82.10	11/15/2007
692797	11/19/2007	$	73.08	$73.08	11/30/2007
692797	11/19/2007	$	84.30	$84.30	11/30/2007
692797	11/29/2007	$	9.88	$9.88	11/30/2007
692797	11/29/2007	$	(8.98)	($8.98)	11/30/2007
692797	11/29/2007	$	6.54	$6.54	11/30/2007
989301	10/25/2007	$	4.45	$4.45	10/31/2007
989301	10/25/2007	$	4.45	$4.45	10/31/2007
989301	10/25/2007	$	4.45	$4.45	10/31/2007
212152	10/28/2007	$	5.40	$5.40	10/31/2007
393679	10/25/2007	$	102.53	$102.53	10/31/2007
393679	10/22/2007	$	147.46	$147.46	10/31/2007
393679	11/27/2007	$	102.53	$102.53	11/30/2007
531947	11/12/2007	$	9.84	$9.84	11/15/2007
573808	10/29/2007	$	146.29	$146.29	10/31/2007
573808	11/28/2007	$	146.29	$146.29	11/30/2007
693573	10/29/2007	$	17.43	$17.43	10/31/2007
693573	10/29/2007	$	88.34	$88.34	10/31/2007
696694	10/25/2007	$	23.45	$23.45	10/31/2007
696694	11/2/2007	$	4.70	$4.70	11/15/2007
696694	11/2/2007	$	18.21	$18.21	11/15/2007
791378	10/26/2007	$	78.80	$78.80	10/31/2007
791378	10/26/2007	$	497.82	$497.82	10/31/2007
138082	10/16/2007	$	115.73	$115.73	10/31/2007
138082	10/16/2007	$	21.68	$21.68	10/31/2007
138082	10/16/2007	$	65.02	$65.02	10/31/2007
138082	10/16/2007	$	(64.12)	($64.12)	10/31/2007
138082	10/16/2007	$	58.81	$58.81	10/31/2007
138082	10/16/2007	$	(20.78)	($20.78)	10/31/2007
138082	10/16/2007	$	62.81	$62.81	10/31/2007
138490	11/16/2007	$	140.17	$140.17	11/30/2007
138490	11/16/2007	$	7.95	$7.95	11/30/2007
250528	10/30/2007	$	105.23	$105.23	10/31/2007
250528	10/31/2007	$	30.00	$30.00	10/31/2007
250528	11/28/2007	$	90.53	$90.53	11/30/2007
250528	11/28/2007	$	396.54	$396.54	11/30/2007
250528	11/28/2007	$	252.03	$252.03	11/30/2007
257967	11/28/2007	$	26.43	$26.43	11/30/2007
257967	11/28/2007	$	118.87	$118.87	11/30/2007
257967	11/28/2007	$	318.74	$318.74	11/30/2007
298272	11/19/2007	$	78.07	$78.07	11/30/2007
298272	11/19/2007	$	33.32	$33.32	11/30/2007
298272	11/19/2007	$	146.29	$146.29	11/30/2007
490106	11/7/2007	$	27.80	$27.80	11/15/2007
490106	11/7/2007	$	21.60	$21.60	11/15/2007
490106	11/7/2007	$	22.32	$22.32	11/15/2007
499443	11/28/2007	$	84.41	$84.41	11/30/2007
499443	11/28/2007	$	253.54	$253.54	11/30/2007
499443	11/28/2007	$	125.35	$125.35	11/30/2007
650614	10/19/2007	$	8.89	$8.89	10/31/2007
650614	10/19/2007	$	12.18	$12.18	10/31/2007
650614	11/1/2007	$	77.89	$77.89	11/15/2007
650614	11/15/2007	$	22.65	$22.65	11/15/2007
650614	11/15/2007	$	84.30	$84.30	11/15/2007
722473	10/22/2007	$	84.30	$84.30	10/31/2007
934103	10/17/2007	$	3.92	$3.92	10/31/2007
934103	10/17/2007	$	11.28	$11.28	10/31/2007

952830	10/22/2007	$	17.10	$17.10	10/31/2007
952830	11/27/2007	$	17.10	$17.10	11/30/2007
959716	10/19/2007	$	74.17	$74.17	10/31/2007
959716	10/19/2007	$	43.58	$43.58	10/31/2007
959716	10/19/2007	$	68.24	$68.24	10/31/2007
959716	11/19/2007	$	74.15	$74.15	11/30/2007
959716	11/19/2007	$	8.79	$8.79	11/30/2007
959716	11/19/2007	$	68.24	$68.24	11/30/2007
959716	11/19/2007	$	(7.89)	($7.89)	11/30/2007
959716	11/19/2007	$	8.79	$8.79	11/30/2007
959716	11/19/2007	$	(7.89)	($7.89)	11/30/2007
959716	11/19/2007	$	8.79	$8.79	11/30/2007
994524	11/2/2007	$	8.96	$8.96	11/15/2007
994524	11/2/2007	$	8.18	$8.18	11/15/2007
994524	11/2/2007	$	(8.06)	($8.06)	11/15/2007
994524	11/2/2007	$	8.96	$8.96	11/15/2007
994524	11/6/2007	$	252.11	$252.11	11/15/2007
528217	10/24/2007	$	86.49	$86.49	10/31/2007
528217	10/24/2007	$	111.73	$111.73	10/31/2007
528217	10/24/2007	$	(110.83)	($110.83)	10/31/2007
528217	10/24/2007	$	78.80	$78.80	10/31/2007
726767	10/17/2007	$	150.07	$150.07	10/31/2007
726767	10/17/2007	$	38.64	$38.64	10/31/2007
726767	11/9/2007	$	47.70	$47.70	11/15/2007
726767	11/13/2007	$	38.64	$38.64	11/15/2007
726767	11/16/2007	$	125.93	$125.93	11/30/2007
726767	11/16/2007	$	(125.03)	($125.03)	11/30/2007
726767	11/16/2007	$	125.93	$125.93	11/30/2007
667101	10/4/2007	$	(32.39)	($32.39)	10/31/2007
667101	8/30/2007	$	(29.63)	($29.63)	10/31/2007
667101	8/30/2007	$	33.29	$33.29	10/31/2007
667101	11/1/2007	$	25.99	$25.99	11/15/2007
667101	11/1/2007	$	(25.09)	($25.09)	11/15/2007
667101	11/1/2007	$	25.99	$25.99	11/15/2007
667101	11/1/2007	$	16.48	$16.48	11/15/2007
667101	11/1/2007	$	47.70	$47.70	11/15/2007
667101	11/1/2007	$	(46.80)	($46.80)	11/15/2007
667101	11/1/2007	$	47.70	$47.70	11/15/2007
949822	10/30/2007	$	7.12	$7.12	10/31/2007
949822	10/31/2007	$	53.79	$53.79	10/31/2007
671335	10/23/2007	$	22.64	$22.64	10/31/2007
043294	11/2/2007	$	92.75	$92.75	11/15/2007
043294	11/2/2007	$	21.82	$21.82	11/15/2007
081511	10/31/2007	$	4.45	$4.45	10/31/2007
081511	10/31/2007	$	20.45	$20.45	10/31/2007
081511	10/31/2007	$	87.81	$87.81	10/31/2007
543572	10/19/2007	$	54.85	$54.85	10/31/2007
543572	11/20/2007	$	11.36	$11.36	11/30/2007
543572	11/20/2007	$	54.85	$54.85	11/30/2007
2594	11/2/2007	$	21.98	$21.98	11/15/2007
2594	11/2/2007	$	147.29	$147.29	11/15/2007
2594	11/2/2007	$	(21.08)	($21.08)	11/15/2007
2594	11/2/2007	$	21.98	$21.98	11/15/2007
2594	11/2/2007	$	(21.08)	($21.08)	11/15/2007
2594	11/2/2007	$	21.98	$21.98	11/15/2007
2594	11/28/2007	$	790.18	$790.18	11/30/2007
5411	11/29/2007	$	20.48	$20.48	11/30/2007
5411	11/29/2007	$	4.70	$4.70	11/30/2007

416383	11/10/2007	$	5.29	$5.29	11/15/2007
416383	11/9/2007	$	43.45	$43.45	11/15/2007
416383	11/10/2007	$	(4.39)	($4.39)	11/15/2007
416383	11/14/2007	$	14.63	$14.63	11/15/2007
416383	11/12/2007	$	86.82	$86.82	11/15/2007
494439	11/2/2007	$	76.26	$76.26	11/15/2007
494439	11/1/2007	$	(12.69)	($12.69)	11/15/2007
494439	11/2/2007	$	76.26	$76.26	11/15/2007
494439	11/1/2007	$	149.74	$149.74	11/15/2007
494439	11/1/2007	$	13.59	$13.59	11/15/2007
494439	11/1/2007	$	88.26	$88.26	11/15/2007
494439	11/1/2007	$	(12.69)	($12.69)	11/15/2007
494439	11/1/2007	$	13.59	$13.59	11/15/2007
494439	11/2/2007	$	(75.36)	($75.36)	11/15/2007
562551	11/5/2007	$	23.92	$23.92	11/15/2007
562551	11/21/2007	$	47.80	$47.80	11/30/2007
562551	11/27/2007	$	21.07	$21.07	11/30/2007
901029	11/14/2007	$	14.70	$14.70	11/15/2007
901029	11/14/2007	$	18.97	$18.97	11/15/2007
901029	11/14/2007	$	(18.07)	($18.07)	11/15/2007
901029	11/14/2007	$	18.97	$18.97	11/15/2007
111867	10/16/2007	$	63.26	$63.26	10/31/2007
569231	10/18/2007	$	146.29	$146.29	10/31/2007
701480	11/14/2007	$	21.13	$21.13	11/15/2007
701480	11/14/2007	$	20.94	$20.94	11/15/2007
701480	11/14/2007	$	88.87	$88.87	11/15/2007
765208	11/5/2007	$	29.09	$29.09	11/15/2007
765208	11/5/2007	$	44.16	$44.16	11/15/2007
765208	11/5/2007	$	84.41	$84.41	11/15/2007
969060	10/31/2007	$	84.80	$84.80	10/31/2007
969060	10/31/2007	$	170.20	$170.20	10/31/2007
969060	11/27/2007	$	84.80	$84.80	11/30/2007
969060	11/26/2007	$	63.70	$63.70	11/30/2007
969060	11/26/2007	$	(62.80)	($62.80)	11/30/2007
969060	11/26/2007	$	63.70	$63.70	11/30/2007
969060	11/28/2007	$	170.20	$170.20	11/30/2007
969060	11/28/2007	$	(169.30)	($169.30)	11/30/2007
969060	11/28/2007	$	170.20	$170.20	11/30/2007
3114	11/8/2007	$	279.86	$279.86	11/15/2007
3114	11/8/2007	$	38.01	$38.01	11/15/2007
3114	11/28/2007	$	14.27	$14.27	11/30/2007
155324	10/23/2007	$	127.50	$127.50	10/31/2007
155324	10/23/2007	$	8.46	$8.46	10/31/2007
678725	10/29/2007	$	8.89	$8.89	10/31/2007
678725	10/31/2007	$	101.41	$101.41	10/31/2007
18185A	11/16/2007	$	(42.98)	($42.98)	11/30/2007
18185A	11/16/2007	$	43.88	$43.88	11/30/2007
18185A	11/16/2007	$	43.88	$43.88	11/30/2007
582429	11/29/2007	$	69.71	$69.71	11/30/2007
582429	11/29/2007	$	95.19	$95.19	11/30/2007
582429	11/29/2007	$	150.07	$150.07	11/30/2007
2961	11/14/2007	$	12.85	$12.85	11/15/2007
2961	11/14/2007	$	6.73	$6.73	11/15/2007
004536	10/23/2007	$	19.31	$19.31	10/31/2007
004536	10/23/2007	$	3.12	$3.12	10/31/2007
004536	10/23/2007	$	4.81	$4.81	10/31/2007
015432	11/1/2007	$	29.10	$29.10	11/15/2007
015432	11/1/2007	$	6.44	$6.44	11/15/2007

015432	11/1/2007	$	21.39	$21.39	11/15/2007
344353	10/31/2007	$	27.90	$27.90	11/15/2007
344353	11/27/2007	$	27.90	$27.90	11/30/2007
409406	10/22/2007	$	12.55	$12.55	10/31/2007
409406	11/7/2007	$	11.36	$11.36	11/15/2007
409406	11/16/2007	$	12.55	$12.55	11/30/2007
601903	10/22/2007	$	12.85	$12.85	10/31/2007
601903	10/31/2007	$	113.31	$113.31	10/31/2007
601903	10/31/2007	$	38.74	$38.74	10/31/2007
601903	11/30/2007	$	113.31	$113.31	11/30/2007
601903	11/29/2007	$	5.23	$5.23	11/30/2007
783278	10/16/2007	$	67.55	$67.55	10/31/2007
263535	10/26/2007	$	5.40	$5.40	10/31/2007
263535	11/5/2007	$	15.83	$15.83	11/15/2007
263535	11/20/2007	$	82.10	$82.10	11/30/2007
263535	11/20/2007	$	189.53	$189.53	11/30/2007
387092	11/12/2007	$	16.88	$16.88	11/15/2007
387092	11/12/2007	$	5.45	$5.45	11/15/2007
387092	11/16/2007	$	108.14	$108.14	11/30/2007
748666	10/24/2007	$	9.32	$9.32	10/31/2007
748666	11/15/2007	$	29.78	$29.78	11/15/2007
748666	11/15/2007	$	59.56	$59.56	11/15/2007
748666	11/30/2007	$	9.32	$9.32	11/30/2007
245990	11/1/2007	$	6.44	$6.44	11/15/2007
245990	11/1/2007	$	4.85	$4.85	11/15/2007
245990	11/29/2007	$	6.44	$6.44	11/30/2007
629034	10/26/2007	$	8.78	$8.78	10/31/2007
629034	10/31/2007	$	28.03	$28.03	10/31/2007
629034	10/31/2007	$	7.90	$7.90	10/31/2007
629034	11/13/2007	$	26.43	$26.43	11/15/2007
746184	11/29/2007	$	127.53	$127.53	11/30/2007
840976	10/23/2007	$	170.20	$170.20	10/31/2007
341889	10/16/2007	$	85.32	$85.32	10/31/2007
341889	11/27/2007	$	81.26	$81.26	11/30/2007
341889	11/27/2007	$	33.46	$33.46	11/30/2007
341889	11/20/2007	$	43.63	$43.63	11/30/2007
341889	11/20/2007	$	89.68	$89.68	11/30/2007
341889	11/20/2007	$	(42.73)	($42.73)	11/30/2007
341889	11/20/2007	$	(88.78)	($88.78)	11/30/2007
341889	11/20/2007	$	89.68	$89.68	11/30/2007
341889	11/20/2007	$	(88.78)	($88.78)	11/30/2007
568479	10/16/2007	$	80.32	$80.32	10/31/2007
568479	10/16/2007	$	118.87	$118.87	10/31/2007
680097	11/27/2007	$	8.79	$8.79	11/30/2007
680097	11/27/2007	$	(7.89)	($7.89)	11/30/2007
680097	11/27/2007	$	43.56	$43.56	11/30/2007
680097	11/27/2007	$	73.08	$73.08	11/30/2007
680097	11/28/2007	$	45.12	$45.12	11/30/2007
680097	11/28/2007	$	(44.22)	($44.22)	12/31/2007
722047	10/24/2007	$	28.44	$28.44	10/31/2007
722047	10/24/2007	$	9.63	$9.63	10/31/2007
722047	10/23/2007	$	9.63	$9.63	10/31/2007
722047	10/23/2007	$	(8.73)	($8.73)	10/31/2007
722047	10/23/2007	$	28.44	$28.44	10/31/2007
722047	10/23/2007	$	(27.54)	($27.54)	10/31/2007
722047	11/5/2007	$	52.00	$52.00	11/15/2007
722047	11/1/2007	$	62.87	$62.87	11/15/2007
722047	11/5/2007	$	(51.10)	($51.10)	11/15/2007

722047	11/15/2007	$	39.18	$39.18	11/15/2007
038777	11/7/2007	$	94.44	$94.44	11/15/2007
072727	10/25/2007	$	13.04	$13.04	10/31/2007
072727	10/25/2007	$	166.32	$166.32	10/31/2007
072727	10/25/2007	$	(165.42)	($165.42)	10/31/2007
072727	10/25/2007	$	37.13	$37.13	10/31/2007
072727	10/25/2007	$	(36.23)	($36.23)	10/31/2007
072727	10/26/2007	$	148.12	$148.12	10/31/2007
072727	11/1/2007	$	8.96	$8.96	11/15/2007
072727	11/1/2007	$	35.17	$35.17	11/15/2007
072727	11/1/2007	$	(34.27)	($34.27)	12/15/2007
520741	11/20/2007	$	4.38	$4.38	11/30/2007
520741	11/19/2007	$	16.81	$16.81	11/30/2007
541146	10/16/2007	$	20.77	$20.77	10/31/2007
606862	10/19/2007	$	6.20	$6.20	10/31/2007
606862	10/19/2007	$	4.93	$4.93	10/31/2007
606862	10/19/2007	$	17.65	$17.65	10/31/2007
606862	10/19/2007	$	(5.30)	($5.30)	10/31/2007
606862	10/19/2007	$	6.20	$6.20	10/31/2007
606862	11/9/2007	$	134.26	$134.26	11/15/2007
606862	11/9/2007	$	16.81	$16.81	11/15/2007
827746	11/30/2007	$	34.11	$34.11	11/30/2007
827746	11/30/2007	$	73.08	$73.08	11/30/2007
827746	11/30/2007	$	56.93	$56.93	11/30/2007
961256	10/16/2007	$	7.70	$7.70	10/31/2007
961256	10/25/2007	$	31.54	$31.54	10/31/2007
961256	11/6/2007	$	88.71	$88.71	11/15/2007
961256	11/7/2007	$	57.03	$57.03	11/15/2007
961256	11/27/2007	$	97.48	$97.48	11/30/2007
3673	11/7/2007	$	20.24	$20.24	11/15/2007
3673	11/7/2007	$	8.91	$8.91	11/15/2007
081124	11/27/2007	$	52.93	$52.93	11/30/2007
081124	11/26/2007	$	17.90	$17.90	11/30/2007
081124	11/26/2007	$	25.21	$25.21	11/30/2007
562772	11/27/2007	$	10.00	$10.00	11/30/2007
562772	11/27/2007	$	9.97	$9.97	11/30/2007
562772	11/27/2007	$	(9.07)	($9.07)	11/30/2007
562772	11/27/2007	$	9.97	$9.97	11/30/2007
562772	11/27/2007	$	78.74	$78.74	11/30/2007
564563	11/2/2007	$	8.33	$8.33	11/15/2007
564563	11/2/2007	$	10.48	$10.48	11/15/2007
564563	11/2/2007	$	7.90	$7.90	11/15/2007
605898	10/16/2007	$	75.74	$75.74	10/31/2007
605898	10/16/2007	$	115.98	$115.98	10/31/2007
605898	11/5/2007	$	88.71	$88.71	11/15/2007
605898	11/12/2007	$	105.23	$105.23	11/15/2007
605898	11/27/2007	$	118.87	$118.87	11/30/2007
642976	10/25/2007	$	(54.73)	($54.73)	10/31/2007
642976	10/25/2007	$	20.61	$20.61	10/31/2007
642976	10/25/2007	$	24.45	$24.45	10/31/2007
642976	10/25/2007	$	22.55	$22.55	10/31/2007
642976	10/25/2007	$	55.63	$55.63	10/31/2007
642976	11/20/2007	$	6.44	$6.44	11/30/2007
642976	11/20/2007	$	24.45	$24.45	11/30/2007
642976	11/27/2007	$	20.61	$20.61	11/30/2007
744287	10/16/2007	$	123.44	$123.44	10/31/2007
744287	10/16/2007	$	76.31	$76.31	10/31/2007
744287	10/16/2007	$	146.29	$146.29	10/31/2007

744287	11/7/2007	$	157.86	$157.86	11/15/2007
744287	11/9/2007	$	119.23	$119.23	11/15/2007
785328	10/17/2007	$	22.40	$22.40	10/31/2007
785328	11/29/2007	$	22.40	$22.40	11/30/2007
785328	11/29/2007	$	23.24	$23.24	11/30/2007
014022	11/27/2007	$	11.86	$11.86	11/30/2007
014022	11/27/2007	$	(10.96)	($10.96)	11/30/2007
014022	11/27/2007	$	12.80	$12.80	11/30/2007
050722	10/29/2007	$	67.34	$67.34	10/31/2007
050722	11/27/2007	$	67.34	$67.34	11/30/2007
633308	10/22/2007	$	22.03	$22.03	10/31/2007
633308	10/23/2007	$	317.25	$317.25	10/31/2007
633308	10/23/2007	$	(316.35)	($316.35)	10/31/2007
633308	10/23/2007	$	246.96	$246.96	10/31/2007
633308	10/23/2007	$	(246.06)	($246.06)	10/31/2007
633308	10/23/2007	$	317.25	$317.25	10/31/2007
626271	11/2/2007	$	4.93	$4.93	11/15/2007
626271	11/2/2007	$	126.30	$126.30	11/15/2007
626271	11/2/2007	$	7.90	$7.90	11/15/2007
606728	11/5/2007	$	12.85	$12.85	11/15/2007
606728	11/5/2007	$	80.09	$80.09	11/15/2007
606728	11/5/2007	$	51.45	$51.45	11/15/2007
607575	10/25/2007	$	4.85	$4.85	10/31/2007
607575	10/25/2007	$	54.84	$54.84	10/31/2007
607575	11/1/2007	$	58.70	$58.70	11/15/2007
680170	11/15/2007	$	20.54	$20.54	11/15/2007
680170	11/15/2007	$	7.93	$7.93	11/15/2007
680170	11/15/2007	$	74.17	$74.17	11/15/2007
680170	11/15/2007	$	(73.27)	($73.27)	11/15/2007
680170	11/15/2007	$	21.24	$21.24	11/15/2007
729996	11/29/2007	$	48.95	$48.95	11/30/2007
521434	11/16/2007	$	14.34	$14.34	11/30/2007
521434	11/16/2007	$	146.29	$146.29	11/30/2007
521434	11/16/2007	$	6.62	$6.62	11/30/2007
466975	10/17/2007	$	4.45	$4.45	10/31/2007
466975	10/17/2007	$	4.45	$4.45	10/31/2007
466975	10/17/2007	$	4.45	$4.45	10/31/2007
466975	11/2/2007	$	31.30	$31.30	11/15/2007
466975	11/2/2007	$	31.30	$31.30	11/15/2007
466975	11/2/2007	$	(30.40)	($30.40)	11/15/2007
466975	11/8/2007	$	(3.55)	($3.55)	11/15/2007
466975	11/8/2007	$	4.45	$4.45	11/15/2007
466975	11/15/2007	$	4.45	$4.45	11/15/2007
466975	11/15/2007	$	(3.55)	($3.55)	11/15/2007
466975	11/8/2007	$	4.45	$4.45	11/15/2007
703253	11/13/2007	$	9.44	$9.44	11/15/2007
747596	10/19/2007	$	67.05	$67.05	10/31/2007
747596	11/15/2007	$	67.05	$67.05	11/15/2007
011762	7/18/2007	$	(41.37)	($41.37)	10/31/2007
011762	11/27/2007	$	11.53	$11.53	11/30/2007
011762	11/30/2007	$	115.58	$115.58	11/30/2007
346554	10/19/2007	$	106.14	$106.14	10/31/2007
346554	10/19/2007	$	75.47	$75.47	10/31/2007
346554	10/19/2007	$	90.03	$90.03	10/31/2007
346554	11/13/2007	$	94.83	$94.83	11/15/2007
346554	11/13/2007	$	75.47	$75.47	11/15/2007
346554	11/14/2007	$	106.14	$106.14	11/15/2007
780149	10/26/2007	$	4.85	$4.85	10/31/2007

780149	10/26/2007	$	(3.95)	($3.95)	10/31/2007
780149	10/26/2007	$	3.90	$3.90	10/31/2007
000732	10/24/2007	$	4.81	$4.81	10/31/2007
000732	10/24/2007	$	11.03	$11.03	10/31/2007
000732	10/24/2007	$	18.21	$18.21	10/31/2007
000732	11/12/2007	$	22.03	$22.03	11/15/2007
000732	11/12/2007	$	(21.13)	($21.13)	11/15/2007
000732	11/13/2007	$	49.60	$49.60	11/15/2007
000732	11/13/2007	$	(48.70)	($48.70)	11/15/2007
000732	11/27/2007	$	116.49	$116.49	11/30/2007
000732	11/27/2007	$	11.03	$11.03	11/30/2007
63801a	11/7/2007	$	84.80	$84.80	11/15/2007
63801a	11/7/2007	$	94.36	$94.36	11/15/2007
486070	11/27/2007	$	7.56	$7.56	11/30/2007
486070	11/27/2007	$	19.29	$19.29	11/30/2007
486070	11/27/2007	$	127.53	$127.53	11/30/2007
604252	11/9/2007	$	83.96	$83.96	11/15/2007
604252	11/8/2007	$	13.15	$13.15	11/15/2007
760333	11/6/2007	$	78.74	$78.74	11/15/2007
760333	11/5/2007	$	8.44	$8.44	11/15/2007
760333	11/5/2007	$	10.00	$10.00	11/15/2007
760333	11/5/2007	$	(7.54)	($7.54)	11/15/2007
766990	10/23/2007	$	12.70	$12.70	10/31/2007
766990	10/23/2007	$	44.04	$44.04	10/31/2007
766990	10/23/2007	$	11.27	$11.27	10/31/2007
766990	11/13/2007	$	150.07	$150.07	11/15/2007
766990	11/13/2007	$	12.55	$12.55	11/15/2007
13467	10/21/2007	$	8.45	$8.45	10/31/2007
063801	11/1/2007	$	14.69	$14.69	11/15/2007
063801	11/1/2007	$	(13.79)	($13.79)	11/15/2007
063801	11/1/2007	$	14.69	$14.69	11/15/2007
063801	11/1/2007	$	320.22	$320.22	11/15/2007
063801	11/19/2007	$	146.29	$146.29	11/30/2007
92584A	10/16/2007	$	8.79	$8.79	10/31/2007
92584A	10/16/2007	$	43.45	$43.45	10/31/2007
92584A	10/23/2007	$	119.39	$119.39	10/31/2007
92584A	11/19/2007	$	8.79	$8.79	11/30/2007
92584A	11/19/2007	$	23.20	$23.20	11/30/2007
92584A	11/19/2007	$	(22.30)	($22.30)	11/30/2007
92584A	11/19/2007	$	23.20	$23.20	11/30/2007
92584A	11/20/2007	$	22.75	$22.75	11/30/2007
569870	11/16/2007	$	21.37	$21.37	11/30/2007
604563	11/5/2007	$	9.36	$9.36	11/15/2007
604563	11/5/2007	$	34.66	$34.66	11/15/2007
923914	11/19/2007	$	49.90	$49.90	11/30/2007
923914	11/19/2007	$	42.35	$42.35	11/30/2007
269299	10/31/2007	$	38.01	$38.01	11/15/2007
348878	11/13/2007	$	82.82	$82.82	11/15/2007
348878	11/30/2007	$	7.12	$7.12	11/30/2007
639371	11/27/2007	$	21.76	$21.76	11/30/2007
584078	10/19/2007	$	118.87	$118.87	10/31/2007
584078	11/1/2007	$	9.83	$9.83	11/15/2007
584078	11/1/2007	$	28.50	$28.50	11/15/2007
584078	11/9/2007	$	33.48	$33.48	11/15/2007
642979	11/2/2007	$	22.64	$22.64	11/15/2007
642979	11/2/2007	$	22.29	$22.29	11/15/2007
642979	11/9/2007	$	21.48	$21.48	11/15/2007
645487	11/12/2007	$	80.49	$80.49	11/15/2007

645487	11/12/2007	$	110.03	$110.03	11/15/2007
645487	11/12/2007	$	(109.13)	($109.13)	11/15/2007
645487	11/12/2007	$	110.03	$110.03	11/15/2007
720170	10/25/2007	$	4.77	$4.77	10/31/2007
720170	10/25/2007	$	46.16	$46.16	10/31/2007
720170	11/14/2007	$	146.29	$146.29	11/30/2007
260231	10/31/2007	$	123.44	$123.44	10/31/2007
260231	10/31/2007	$	193.69	$193.69	11/15/2007
260231	11/15/2007	$	133.92	$133.92	11/15/2007
608844	10/26/2007	$	11.86	$11.86	10/31/2007
608844	11/14/2007	$	14.34	$14.34	11/15/2007
003334	11/19/2007	$	16.45	$16.45	11/30/2007
003334	11/19/2007	$	9.39	$9.39	11/30/2007
003334	11/19/2007	$	113.31	$113.31	11/30/2007
056665	11/6/2007	$	29.09	$29.09	11/15/2007
056665	6/29/2007	$	(28.19)	($28.19)	11/15/2007
056665	11/6/2007	$	26.75	$26.75	11/15/2007
500108	11/5/2007	$	86.87	$86.87	11/15/2007
500108	11/7/2007	$	102.94	$102.94	11/15/2007
523373	10/19/2007	$	80.32	$80.32	10/31/2007
523373	10/19/2007	$	(79.42)	($79.42)	10/31/2007
523373	10/19/2007	$	80.32	$80.32	10/31/2007
523373	11/27/2007	$	80.32	$80.32	11/30/2007
568899	10/29/2007	$	66.36	$66.36	10/31/2007
568899	11/8/2007	$	22.03	$22.03	11/15/2007
568899	11/28/2007	$	66.36	$66.36	11/30/2007
624843	11/5/2007	$	108.59	$108.59	11/15/2007
624843	11/5/2007	$	129.78	$129.78	11/15/2007
624843	11/6/2007	$	165.66	$165.66	11/15/2007
667336	11/5/2007	$	458.69	$458.69	11/15/2007
667336	11/30/2007	$	458.69	$458.69	11/30/2007
760849	10/19/2007	$	3.40	$3.40	10/31/2007
760849	10/19/2007	$	24.19	$24.19	10/31/2007
760849	10/19/2007	$	29.10	$29.10	10/31/2007
760849	11/13/2007	$	25.35	$25.35	11/15/2007
760849	11/13/2007	$	21.18	$21.18	11/15/2007
760849	11/13/2007	$	23.59	$23.59	11/15/2007
762811	11/27/2007	$	32.20	$32.20	11/30/2007
037955	11/19/2007	$	7.59	$7.59	11/30/2007
037955	11/19/2007	$	7.90	$7.90	11/30/2007
424024	10/30/2007	$	10.30	$10.30	10/31/2007
581946	10/17/2007	$	148.12	$148.12	10/31/2007
581946	11/7/2007	$	15.03	$15.03	11/15/2007
581946	11/19/2007	$	66.62	$66.62	11/30/2007
581946	11/19/2007	$	148.12	$148.12	11/30/2007
582429	10/25/2007	$	150.07	$150.07	10/31/2007
582429	10/25/2007	$	95.19	$95.19	10/31/2007
582429	10/25/2007	$	69.71	$69.71	10/31/2007
620414	10/22/2007	$	77.89	$77.89	10/31/2007
620414	10/22/2007	$	20.40	$20.40	10/31/2007
620414	10/22/2007	$	(19.50)	($19.50)	10/31/2007
620414	10/22/2007	$	84.30	$84.30	10/31/2007
620414	11/8/2007	$	88.87	$88.87	11/15/2007
620414	11/6/2007	$	26.45	$26.45	11/15/2007
620414	11/15/2007	$	21.34	$21.34	11/15/2007
746466	11/9/2007	$	95.48	$95.48	11/15/2007
746466	11/9/2007	$	108.59	$108.59	11/15/2007
746466	11/9/2007	$	33.79	$33.79	11/15/2007

765312	11/2/2007	$	5.92	$5.92	11/15/2007
765313	11/8/2007	$	22.65	$22.65	11/15/2007
765313	11/8/2007	$	9.13	$9.13	11/15/2007
765313	11/8/2007	$	108.14	$108.14	11/15/2007
765313	11/8/2007	$	(21.75)	($21.75)	11/15/2007
765313	11/8/2007	$	24.04	$24.04	11/15/2007
765313	11/8/2007	$	(8.23)	($8.23)	11/15/2007
765313	11/8/2007	$	9.13	$9.13	11/15/2007
765313	11/8/2007	$	(13.93)	($13.93)	11/15/2007
765313	11/13/2007	$	94.83	$94.83	11/15/2007
765313	11/8/2007	$	(8.23)	($8.23)	11/15/2007
765313	11/8/2007	$	14.83	$14.83	11/15/2007
806035	10/19/2007	$	10.13	$10.13	10/31/2007
806035	10/19/2007	$	4.96	$4.96	10/31/2007
806035	11/7/2007	$	76.31	$76.31	11/15/2007
301478	10/25/2007	$	5.10	$5.10	10/31/2007
301478	10/26/2007	$	20.41	$20.41	10/31/2007
301478	11/5/2007	$	13.43	$13.43	11/15/2007
301478	11/28/2007	$	7.26	$7.26	11/30/2007
301478	11/27/2007	$	57.61	$57.61	11/30/2007
462343	11/13/2007	$	10.00	$10.00	11/15/2007
544884	11/6/2007	$	22.87	$22.87	11/15/2007
544884	11/6/2007	$	22.29	$22.29	11/15/2007
703391	11/9/2007	$	10.87	$10.87	11/15/2007
703391	11/9/2007	$	127.11	$127.11	11/15/2007
703391	11/30/2007	$	24.04	$24.04	11/30/2007
748076	11/9/2007	$	20.60	$20.60	11/15/2007
748076	11/27/2007	$	39.95	$39.95	11/30/2007
748076	11/28/2007	$	35.40	$35.40	11/30/2007
120055	10/19/2007	$	749.89	$749.89	10/31/2007
120055	10/24/2007	$	(4.94)	($4.94)	10/31/2007
120055	10/24/2007	$	5.84	$5.84	10/31/2007
120055	10/24/2007	$	5.84	$5.84	10/31/2007
120055	11/5/2007	$	54.85	$54.85	11/15/2007
120055	11/6/2007	$	74.94	$74.94	11/15/2007
120055	11/27/2007	$	11.28	$11.28	11/30/2007
120055	11/27/2007	$	(10.38)	($10.38)	11/30/2007
120055	11/27/2007	$	146.29	$146.29	11/30/2007
442467	11/29/2007	$	20.78	$20.78	11/30/2007
442467	11/29/2007	$	11.64	$11.64	11/30/2007
442467	11/29/2007	$	21.60	$21.60	11/30/2007
628587	11/13/2007	$	20.77	$20.77	11/15/2007
628587	11/13/2007	$	111.42	$111.42	11/15/2007
628587	11/29/2007	$	29.09	$29.09	11/30/2007
729330	10/25/2007	$	6.67	$6.67	10/31/2007
729330	10/25/2007	$	20.48	$20.48	10/31/2007
729330	10/25/2007	$	39.95	$39.95	10/31/2007
763373	11/12/2007	$	150.07	$150.07	11/15/2007
763373	11/13/2007	$	114.83	$114.83	11/15/2007
763373	11/13/2007	$	108.14	$108.14	11/15/2007
4223	10/25/2007	$	149.74	$149.74	10/31/2007
4223	10/25/2007	$	22.03	$22.03	10/31/2007
4223	10/25/2007	$	16.02	$16.02	10/31/2007
4223	11/27/2007	$	22.03	$22.03	11/30/2007
4223	11/27/2007	$	16.02	$16.02	11/30/2007
4223	11/27/2007	$	149.74	$149.74	11/30/2007
704531	11/1/2007	$	13.15	$13.15	11/15/2007
704531	11/1/2007	$	16.14	$16.14	11/15/2007

704531	11/1/2007	$	(12.25)	($12.25)	11/15/2007
704531	11/1/2007	$	13.15	$13.15	11/15/2007
704531	11/1/2007	$	(15.24)	($15.24)	11/15/2007
704531	10/31/2007	$	16.14	$16.14	11/15/2007
704531	11/1/2007	$	(12.25)	($12.25)	11/15/2007
704531	10/31/2007	$	13.15	$13.15	11/15/2007
786512	10/18/2007	$	103.67	$103.67	10/31/2007
786512	10/19/2007	$	386.49	$386.49	10/31/2007
786512	10/31/2007	$	66.62	$66.62	10/31/2007
786512	11/19/2007	$	386.49	$386.49	11/30/2007
786512	11/20/2007	$	103.67	$103.67	11/30/2007
786512	11/20/2007	$	(102.77)	($102.77)	11/30/2007
786512	11/20/2007	$	103.67	$103.67	11/30/2007
786679	10/24/2007	$	75.74	$75.74	10/31/2007
786679	10/31/2007	$	14.34	$14.34	10/31/2007
786679	10/31/2007	$	(13.44)	($13.44)	10/31/2007
786679	10/31/2007	$	14.34	$14.34	10/31/2007
786679	11/19/2007	$	14.34	$14.34	11/30/2007
786679	11/19/2007	$	14.34	$14.34	11/30/2007
786679	11/19/2007	$	(13.44)	($13.44)	11/30/2007
786679	11/19/2007	$	14.34	$14.34	11/30/2007
786679	11/19/2007	$	(13.44)	($13.44)	11/30/2007
786679	11/28/2007	$	78.80	$78.80	11/30/2007
808477	11/13/2007	$	26.60	$26.60	11/15/2007
808477	11/13/2007	$	27.99	$27.99	11/15/2007
808477	11/13/2007	$	21.04	$21.04	11/15/2007
87145A	11/13/2007	$	41.56	$41.56	11/15/2007
87145A	11/13/2007	$	(40.66)	($40.66)	11/15/2007
87145A	11/13/2007	$	41.56	$41.56	11/15/2007
87145A	11/27/2007	$	73.08	$73.08	11/30/2007
884539	11/15/2007	$	6.73	$6.73	11/15/2007
884539	11/15/2007	$	21.60	$21.60	11/15/2007
884539	11/15/2007	$	3.43	$3.43	11/15/2007
89329A	11/8/2007	$	38.01	$38.01	11/15/2007
906256	11/5/2007	$	11.19	$11.19	11/15/2007
206387	10/24/2007	$	183.86	$183.86	10/31/2007
206387	10/24/2007	$	77.45	$77.45	10/31/2007
206387	10/24/2007	$	118.87	$118.87	10/31/2007
00100B	11/7/2007	$	4.84	$4.84	11/15/2007
00100B	11/27/2007	$	7.89	$7.89	11/30/2007
00100B	11/19/2007	$	6.96	$6.96	11/30/2007
000176	10/29/2007	$	38.01	$38.01	10/31/2007
000176	10/29/2007	$	73.08	$73.08	10/31/2007
000176	11/20/2007	$	44.58	$44.58	11/30/2007
000176	11/20/2007	$	395.21	$395.21	11/30/2007
00176A	11/27/2007	$	114.79	$114.79	11/30/2007
00185A	10/29/2007	$	49.32	$49.32	10/31/2007
00185A	11/28/2007	$	49.32	$49.32	11/30/2007
00185A	11/30/2007	$	134.73	$134.73	11/30/2007
00185A	11/30/2007	$	118.87	$118.87	11/30/2007
000212	10/29/2007	$	208.52	$208.52	10/31/2007
000212	10/29/2007	$	(207.62)	($207.62)	10/31/2007
000212	10/29/2007	$	146.29	$146.29	10/31/2007
000284	11/9/2007	$	163.91	$163.91	11/15/2007
000284	11/9/2007	$	160.17	$160.17	11/15/2007
000284	11/13/2007	$	11.29	$11.29	11/15/2007
00284A	11/9/2007	$	163.91	$163.91	11/15/2007
00284A	11/9/2007	$	160.17	$160.17	11/15/2007

00284A	11/13/2007	$	11.29	$11.29	11/15/2007
000329	10/29/2007	$	458.69	$458.69	10/31/2007
000329	11/28/2007	$	458.69	$458.69	11/30/2007
00349A	10/26/2007	$	33.79	$33.79	10/31/2007
00349A	10/26/2007	$	79.80	$79.80	10/31/2007
00349A	11/2/2007	$	15.64	$15.64	11/15/2007
00349A	11/26/2007	$	79.80	$79.80	11/30/2007
00349A	11/27/2007	$	33.79	$33.79	11/30/2007
00382A	10/29/2007	$	119.23	$119.23	10/31/2007
00382A	10/29/2007	$	77.45	$77.45	10/31/2007
00382A	10/31/2007	$	94.83	$94.83	10/31/2007
00382A	11/27/2007	$	119.23	$119.23	11/30/2007
00382A	11/27/2007	$	77.45	$77.45	11/30/2007
00382A	11/27/2007	$	94.83	$94.83	11/30/2007
000388	10/16/2007	$	23.33	$23.33	10/31/2007
000388	10/16/2007	$	21.09	$21.09	10/31/2007
000388	10/16/2007	$	20.48	$20.48	10/31/2007
000388	11/14/2007	$	23.33	$23.33	11/15/2007
000388	11/14/2007	$	21.09	$21.09	11/15/2007
000388	11/14/2007	$	20.45	$20.45	11/15/2007
00388A	11/6/2007	$	21.13	$21.13	11/15/2007
00388A	11/6/2007	$	20.74	$20.74	11/15/2007
00388A	11/6/2007	$	23.94	$23.94	11/15/2007
000395	10/22/2007	$	34.88	$34.88	10/31/2007
000395	10/22/2007	$	39.75	$39.75	10/31/2007
000395	10/22/2007	$	8.79	$8.79	10/31/2007
000395	11/30/2007	$	44.16	$44.16	11/30/2007
000395	11/30/2007	$	34.88	$34.88	11/30/2007
000395	11/30/2007	$	39.75	$39.75	11/30/2007
00399A	11/13/2007	$	127.49	$127.49	11/15/2007
00399A	11/13/2007	$	12.85	$12.85	11/15/2007
00399A	11/28/2007	$	9.91	$9.91	11/30/2007
00399A	11/28/2007	$	(9.01)	($9.01)	11/30/2007
00399A	11/28/2007	$	9.91	$9.91	11/30/2007
000413	11/16/2007	$	447.82	$447.82	11/30/2007
000413	11/16/2007	$	181.77	$181.77	11/30/2007
000413	11/27/2007	$	119.23	$119.23	11/30/2007
000423	11/27/2007	$	20.48	$20.48	11/30/2007
000423	11/27/2007	$	9.36	$9.36	11/30/2007
000423	11/27/2007	$	25.12	$25.12	11/30/2007
000423	11/27/2007	$	(24.22)	($24.22)	11/30/2007
000435	11/20/2007	$	47.53	$47.53	11/30/2007
000435	11/20/2007	$	74.24	$74.24	11/30/2007
000435	11/20/2007	$	118.87	$118.87	11/30/2007
000514	11/7/2007	$	7.89	$7.89	11/15/2007
000514	11/7/2007	$	28.38	$28.38	11/15/2007
000530	10/17/2007	$	27.80	$27.80	10/31/2007
000530	11/7/2007	$	3.90	$3.90	11/15/2007
000530	11/15/2007	$	9.30	$9.30	11/15/2007
000530	11/15/2007	$	74.17	$74.17	11/15/2007
000530	11/15/2007	$	(73.27)	($73.27)	11/15/2007
000530	11/15/2007	$	67.16	$67.16	11/15/2007
000549	10/23/2007	$	49.65	$49.65	10/31/2007
000549	11/5/2007	$	14.83	$14.83	11/15/2007
000549	10/3/2007	$	(13.93)	($13.93)	11/30/2007
000549	10/3/2007	$	14.83	$14.83	11/30/2007
000549	11/5/2007	$	(13.93)	($13.93)	11/30/2007
000549	11/5/2007	$	14.83	$14.83	11/30/2007

000549	11/27/2007	$	27.70	$27.70	11/30/2007
000549	11/27/2007	$	78.21	$78.21	11/30/2007
000550	10/17/2007	$	150.57	$150.57	10/31/2007
000550	10/17/2007	$	68.24	$68.24	10/31/2007
000569	11/5/2007	$	184.64	$184.64	11/15/2007
000629	10/31/2007	$	11.64	$11.64	10/31/2007
000629	10/31/2007	$	146.29	$146.29	11/15/2007
000629	11/12/2007	$	13.08	$13.08	11/15/2007
00629B	10/29/2007	$	49.65	$49.65	10/31/2007
00629B	10/29/2007	$	100.50	$100.50	10/31/2007
00629B	10/29/2007	$	38.45	$38.45	10/31/2007
000638	11/30/2007	$	17.31	$17.31	11/30/2007
000638	11/29/2007	$	6.73	$6.73	11/30/2007
000638	11/29/2007	$	146.29	$146.29	11/30/2007
000640	11/13/2007	$	104.30	$104.30	11/15/2007
000719	10/17/2007	$	12.35	$12.35	10/31/2007
000719	11/1/2007	$	22.29	$22.29	11/15/2007
000719	11/1/2007	$	14.48	$14.48	11/15/2007
000719	11/1/2007	$	3.90	$3.90	11/15/2007
000789	11/14/2007	$	22.65	$22.65	11/15/2007
000789	11/14/2007	$	10.13	$10.13	11/15/2007
000805	10/29/2007	$	35.15	$35.15	10/31/2007
000805	10/29/2007	$	27.70	$27.70	10/31/2007
000805	10/29/2007	$	14.80	$14.80	10/31/2007
000816	10/25/2007	$	13.07	$13.07	10/31/2007
000834	11/27/2007	$	44.16	$44.16	11/30/2007
000834	11/19/2007	$	15.03	$15.03	11/30/2007
000847	10/22/2007	$	114.48	$114.48	10/31/2007
000847	10/22/2007	$	22.03	$22.03	10/31/2007
000847	11/15/2007	$	22.03	$22.03	11/15/2007
000847	11/15/2007	$	114.48	$114.48	11/15/2007
000847	11/9/2007	$	152.82	$152.82	11/15/2007
000847	11/9/2007	$	(151.92)	($151.92)	11/30/2007
000847	11/27/2007	$	57.05	$57.05	11/30/2007
000849	11/9/2007	$	21.63	$21.63	11/15/2007
000874	10/1/2007	$	(29.09)	($29.09)	10/31/2007
000874	10/19/2007	$	178.79	$178.79	10/31/2007
000874	11/13/2007	$	55.23	$55.23	11/15/2007
000874	11/13/2007	$	(54.33)	($54.33)	11/15/2007
000874	11/13/2007	$	55.23	$55.23	11/15/2007
000874	11/13/2007	$	80.32	$80.32	11/15/2007
000874	11/1/2007	$	84.21	$84.21	11/15/2007
000954	10/29/2007	$	14.70	$14.70	10/31/2007
000954	10/29/2007	$	5.43	$5.43	10/31/2007
00957A	10/31/2007	$	8.62	$8.62	10/31/2007
001020	10/17/2007	$	12.80	$12.80	10/31/2007
001067	11/13/2007	$	11.28	$11.28	11/15/2007
001076	11/1/2007	$	4.34	$4.34	11/15/2007
001076	11/1/2007	$	5.99	$5.99	11/15/2007
001076	11/1/2007	$	77.89	$77.89	11/15/2007
001103	11/30/2007	$	17.65	$17.65	11/30/2007
001103	11/30/2007	$	118.87	$118.87	11/30/2007
001106	10/27/2007	$	10.77	$10.77	10/31/2007
001106	10/27/2007	$	501.12	$501.12	10/31/2007
001136	11/1/2007	$	6.44	$6.44	11/15/2007
001136	11/1/2007	$	(5.54)	($5.54)	11/15/2007
001136	11/27/2007	$	27.82	$27.82	11/30/2007
001136	11/27/2007	$	15.25	$15.25	11/30/2007

001136	11/27/2007	$	(14.35)	($14.35)	11/30/2007
001136	11/27/2007	$	146.29	$146.29	11/30/2007
001136	11/27/2007	$	27.70	$27.70	11/30/2007
001136	11/27/2007	$	(26.80)	($26.80)	11/30/2007
001136	11/27/2007	$	27.70	$27.70	11/30/2007
001136	11/27/2007	$	(26.80)	($26.80)	12/15/2007
001154	11/6/2007	$	123.44	$123.44	11/15/2007
001154	11/6/2007	$	22.65	$22.65	11/15/2007
001154	11/6/2007	$	27.66	$27.66	11/15/2007
001158	10/16/2007	$	146.29	$146.29	10/31/2007
001181	11/13/2007	$	127.09	$127.09	11/15/2007
001181	11/6/2007	$	16.32	$16.32	11/15/2007
001181	11/16/2007	$	94.83	$94.83	11/30/2007
001186	10/19/2007	$	22.40	$22.40	10/31/2007
001186	11/2/2007	$	252.11	$252.11	11/15/2007
001186	11/27/2007	$	55.15	$55.15	11/30/2007
001186	11/27/2007	$	8.68	$8.68	11/30/2007
001203	11/30/2007	$	194.39	$194.39	11/30/2007
001203	11/30/2007	$	26.59	$26.59	11/30/2007
001203	11/30/2007	$	166.00	$166.00	11/30/2007
001211	11/7/2007	$	19.82	$19.82	11/15/2007
001211	11/16/2007	$	5.37	$5.37	11/30/2007
001211	11/16/2007	$	29.09	$29.09	11/30/2007
001211	11/16/2007	$	(4.47)	($4.47)	11/30/2007
001211	11/16/2007	$	74.54	$74.54	11/30/2007
001214	11/7/2007	$	57.64	$57.64	11/15/2007
001234	11/19/2007	$	14.48	$14.48	11/30/2007
001309	10/23/2007	$	84.30	$84.30	10/31/2007
001309	10/23/2007	$	38.01	$38.01	10/31/2007
001309	10/23/2007	$	177.79	$177.79	10/31/2007
001312	10/22/2007	$	26.39	$26.39	10/31/2007
001340	11/9/2007	$	29.09	$29.09	11/15/2007
001340	11/9/2007	$	41.69	$41.69	11/15/2007
001340	11/9/2007	$	(28.19)	($28.19)	11/15/2007
001340	11/9/2007	$	29.09	$29.09	11/15/2007
001340	11/9/2007	$	9.01	$9.01	11/15/2007
001347	10/19/2007	$	73.67	$73.67	10/31/2007
001347	10/31/2007	$	84.16	$84.16	10/31/2007
001347	11/30/2007	$	84.16	$84.16	11/30/2007
001356	11/27/2007	$	133.00	$133.00	11/30/2007
001356	11/27/2007	$	146.29	$146.29	11/30/2007
001356	11/27/2007	$	183.87	$183.87	11/30/2007
001356	11/27/2007	$	(182.97)	($182.97)	11/30/2007
001356	11/27/2007	$	63.26	$63.26	11/30/2007
001362	11/5/2007	$	3.90	$3.90	11/15/2007
001362	11/5/2007	$	6.44	$6.44	11/15/2007
001362	11/5/2007	$	21.37	$21.37	11/15/2007
001390	11/1/2007	$	147.46	$147.46	11/15/2007
001404	11/5/2007	$	14.16	$14.16	11/15/2007
001404	11/29/2007	$	60.62	$60.62	11/30/2007
01532D	10/29/2007	$	18.34	$18.34	10/31/2007
01532D	10/29/2007	$	7.08	$7.08	10/31/2007
001563	10/26/2007	$	5.45	$5.45	10/31/2007
001563	11/19/2007	$	54.83	$54.83	11/30/2007
001570	10/24/2007	$	43.88	$43.88	10/31/2007
001570	10/31/2007	$	48.77	$48.77	10/31/2007
001570	11/23/2007	$	14.97	$14.97	11/30/2007
001570	11/27/2007	$	226.73	$226.73	11/30/2007

001570	11/27/2007	$	86.19	$86.19	11/30/2007
001602	10/17/2007	$	49.60	$49.60	10/31/2007
001602	10/26/2007	$	14.23	$14.23	10/31/2007
001602	10/26/2007	$	137.85	$137.85	10/31/2007
01610	11/28/2007	$	7.25	$7.25	11/30/2007
01610	11/28/2007	$	19.45	$19.45	11/30/2007
001630	10/22/2007	$	9.88	$9.88	10/31/2007
01725A	10/17/2007	$	25.84	$25.84	10/31/2007
01725A	10/17/2007	$	78.22	$78.22	10/31/2007
01725A	10/17/2007	$	(77.32)	($77.32)	10/31/2007
01725A	10/17/2007	$	78.22	$78.22	10/31/2007
01725A	11/30/2007	$	9.60	$9.60	11/30/2007
01725A	11/30/2007	$	146.29	$146.29	11/30/2007
001748	10/17/2007	$	6.54	$6.54	10/31/2007
001748	10/17/2007	$	27.70	$27.70	10/31/2007
001748	11/28/2007	$	59.88	$59.88	11/30/2007
001748	11/28/2007	$	63.19	$63.19	11/30/2007
001748	11/28/2007	$	30.14	$30.14	11/30/2007
001758	10/16/2007	$	41.94	$41.94	10/31/2007
001758	10/16/2007	$	157.86	$157.86	10/31/2007
001758	11/15/2007	$	41.94	$41.94	11/15/2007
001758	11/15/2007	$	10.82	$10.82	11/15/2007
001758	11/15/2007	$	163.91	$163.91	11/15/2007
01758A	10/18/2007	$	6.88	$6.88	10/31/2007
01758A	11/15/2007	$	4.93	$4.93	11/15/2007
01758A	11/29/2007	$	6.88	$6.88	11/30/2007
001797	10/17/2007	$	21.09	$21.09	10/31/2007
001883	10/29/2007	$	9.25	$9.25	10/31/2007
001888	10/19/2007	$	70.33	$70.33	10/31/2007
001888	10/18/2007	$	37.91	$37.91	10/31/2007
001889	10/31/2007	$	12.55	$12.55	10/31/2007
001918	11/8/2007	$	4.45	$4.45	11/15/2007
001941	10/11/2007	$	(159.27)	($159.27)	10/31/2007
001941	10/11/2007	$	65.84	$65.84	10/31/2007
001941	11/5/2007	$	48.85	$48.85	11/15/2007
001941	11/5/2007	$	29.09	$29.09	11/15/2007
001941	11/19/2007	$	4.85	$4.85	11/30/2007
001941	11/19/2007	$	(3.95)	($3.95)	11/30/2007
001941	11/19/2007	$	22.08	$22.08	11/30/2007
1951	10/22/2007	$	12.85	$12.85	10/31/2007
1951	11/12/2007	$	24.04	$24.04	11/15/2007
1951	11/12/2007	$	26.43	$26.43	11/15/2007
001995	11/1/2007	$	33.85	$33.85	11/15/2007
001995	11/1/2007	$	48.85	$48.85	11/15/2007
001998	11/16/2007	$	5.96	$5.96	11/30/2007
001998	11/16/2007	$	32.55	$32.55	11/30/2007
002017	11/29/2007	$	4.98	$4.98	11/30/2007
002017	11/29/2007	$	68.50	$68.50	11/30/2007
002017	11/29/2007	$	(67.60)	($67.60)	11/30/2007
002017	11/29/2007	$	68.50	$68.50	11/30/2007
002017	11/29/2007	$	(67.60)	($67.60)	11/30/2007
002017	11/29/2007	$	68.50	$68.50	11/30/2007
002045	11/19/2007	$	49.60	$49.60	11/30/2007
002045	11/19/2007	$	56.60	$56.60	11/30/2007
002045	11/19/2007	$	12.85	$12.85	11/30/2007
002045	11/19/2007	$	(48.70)	($48.70)	11/30/2007
002045	11/19/2007	$	49.60	$49.60	11/30/2007
002054	10/18/2007	$	4.45	$4.45	10/31/2007

002054	11/15/2007	$	4.45	$4.45	11/15/2007
002054	11/28/2007	$	4.45	$4.45	11/30/2007
002084	11/7/2007	$	43.63	$43.63	11/15/2007
002084	11/7/2007	$	8.79	$8.79	11/15/2007
002084	11/6/2007	$	8.71	$8.71	11/15/2007
02085B	11/2/2007	$	25.00	$25.00	11/15/2007
02085B	11/2/2007	$	8.20	$8.20	11/15/2007
02085B	11/2/2007	$	47.80	$47.80	11/15/2007
002112	10/30/2007	$	12.80	$12.80	10/31/2007
002112	10/30/2007	$	361.02	$361.02	10/31/2007
002112	10/31/2007	$	15.15	$15.15	10/31/2007
002112	11/29/2007	$	12.80	$12.80	11/30/2007
002112	11/29/2007	$	15.15	$15.15	11/30/2007
002112	11/30/2007	$	48.49	$48.49	11/30/2007
002112	11/30/2007	$	(47.59)	($47.59)	12/15/2007
002124	11/2/2007	$	54.83	$54.83	11/15/2007
002124	11/16/2007	$	(93.93)	($93.93)	11/30/2007
002124	11/28/2007	$	150.07	$150.07	11/30/2007
002124	11/16/2007	$	30.00	$30.00	11/30/2007
002124	11/16/2007	$	94.83	$94.83	11/30/2007
02254B	11/5/2007	$	4.84	$4.84	11/15/2007
02254B	11/5/2007	$	33.63	$33.63	11/15/2007
02254B	11/5/2007	$	66.71	$66.71	11/15/2007
02254B	11/5/2007	$	(65.81)	($65.81)	11/15/2007
02254B	11/5/2007	$	49.60	$49.60	11/15/2007
002267	10/31/2007	$	61.09	$61.09	10/31/2007
002267	10/31/2007	$	178.79	$178.79	10/31/2007
002267	10/31/2007	$	94.36	$94.36	10/31/2007
002267	11/28/2007	$	61.09	$61.09	11/30/2007
002267	11/28/2007	$	94.36	$94.36	11/30/2007
002267	11/28/2007	$	178.79	$178.79	11/30/2007
002310	10/31/2007	$	78.80	$78.80	10/31/2007
002334	11/7/2007	$	5.65	$5.65	11/15/2007
002334	11/7/2007	$	22.75	$22.75	11/15/2007
002334	11/14/2007	$	351.12	$351.12	11/15/2007
002385	11/8/2007	$	45.45	$45.45	11/15/2007
002385	11/8/2007	$	35.18	$35.18	11/15/2007
002409	11/14/2007	$	33.79	$33.79	11/15/2007
002409	11/14/2007	$	26.43	$26.43	11/15/2007
002409	11/14/2007	$	80.32	$80.32	11/15/2007
002434	11/15/2007	$	48.93	$48.93	11/15/2007
002500	10/24/2007	$	12.85	$12.85	10/31/2007
002500	11/13/2007	$	64.03	$64.03	11/15/2007
002500	11/20/2007	$	12.85	$12.85	11/30/2007
001526	10/22/2007	$	409.72	$409.72	10/31/2007
001526	10/22/2007	$	111.42	$111.42	10/31/2007
001526	11/20/2007	$	161.41	$161.41	11/30/2007
001526	11/20/2007	$	409.72	$409.72	11/30/2007
002608	10/26/2007	$	78.21	$78.21	10/31/2007
002608	10/26/2007	$	31.95	$31.95	10/31/2007
002608	11/15/2007	$	10.95	$10.95	11/15/2007
002615	11/15/2007	$	54.70	$54.70	11/15/2007
002713	10/17/2007	$	37.43	$37.43	10/31/2007
002713	11/15/2007	$	14.44	$14.44	11/15/2007
002713	11/15/2007	$	141.87	$141.87	11/15/2007
002713	11/15/2007	$	118.87	$118.87	11/15/2007
002713	11/15/2007	$	(13.54)	($13.54)	11/15/2007
002713	11/15/2007	$	37.43	$37.43	11/15/2007

002716	10/25/2007	$	21.34	$21.34	10/31/2007
002716	11/5/2007	$	23.33	$23.33	11/15/2007
002729	11/15/2007	$	7.59	$7.59	11/15/2007
002729	11/15/2007	$	10.77	$10.77	11/15/2007
002729	11/28/2007	$	127.53	$127.53	11/30/2007
002729	11/28/2007	$	(126.63)	($126.63)	11/30/2007
002729	11/28/2007	$	17.31	$17.31	11/30/2007
002730	11/30/2007	$	58.31	$58.31	11/30/2007
002730	11/30/2007	$	(57.41)	($57.41)	11/30/2007
002730	11/30/2007	$	58.31	$58.31	11/30/2007
002730	11/27/2007	$	20.74	$20.74	11/30/2007
002730	11/29/2007	$	35.45	$35.45	11/30/2007
002789	11/9/2007	$	4.93	$4.93	11/15/2007
002789	11/9/2007	$	10.91	$10.91	11/15/2007
002789	11/9/2007	$	373.80	$373.80	11/15/2007
002793	11/9/2007	$	84.62	$84.62	11/15/2007
002793	11/9/2007	$	75.53	$75.53	11/15/2007
002793	11/28/2007	$	27.70	$27.70	11/30/2007
002793	11/28/2007	$	(26.80)	($26.80)	11/30/2007
002793	11/28/2007	$	27.70	$27.70	11/30/2007
002796	11/13/2007	$	14.31	$14.31	11/15/2007
002799	11/5/2007	$	20.60	$20.60	11/15/2007
002799	11/5/2007	$	20.45	$20.45	11/15/2007
002809	10/23/2007	$	7.65	$7.65	10/31/2007
002809	11/5/2007	$	70.75	$70.75	11/15/2007
002828	10/18/2007	$	87.28	$87.28	10/31/2007
002828	10/18/2007	$	21.07	$21.07	10/31/2007
002828	10/18/2007	$	71.44	$71.44	10/31/2007
02924B	10/19/2007	$	17.58	$17.58	10/31/2007
02924B	10/19/2007	$	11.28	$11.28	10/31/2007
02935B	11/1/2007	$	17.53	$17.53	11/15/2007
02935B	11/1/2007	$	7.81	$7.81	11/15/2007
02935B	11/1/2007	$	(16.63)	($16.63)	11/15/2007
02935B	11/1/2007	$	13.44	$13.44	11/15/2007
003006	10/27/2007	$	12.80	$12.80	10/31/2007
003006	11/27/2007	$	12.80	$12.80	11/30/2007
003083	10/18/2007	$	(21.79)	($21.79)	10/31/2007
003083	10/18/2007	$	27.70	$27.70	10/31/2007
003083	10/18/2007	$	252.11	$252.11	10/31/2007
003083	10/31/2007	$	5.87	$5.87	10/31/2007
003083	10/18/2007	$	22.69	$22.69	10/31/2007
003083	11/27/2007	$	5.87	$5.87	11/30/2007
003083	11/20/2007	$	252.11	$252.11	11/30/2007
003083	11/20/2007	$	22.41	$22.41	11/30/2007
003133	10/29/2007	$	14.86	$14.86	10/31/2007
003133	10/29/2007	$	252.11	$252.11	10/31/2007
003133	11/6/2007	$	52.36	$52.36	11/15/2007
003133	11/30/2007	$	252.11	$252.11	11/30/2007
003133	11/30/2007	$	52.36	$52.36	11/30/2007
003138	10/26/2007	$	32.44	$32.44	10/31/2007
003138	10/26/2007	$	4.45	$4.45	10/31/2007
003138	10/26/2007	$	4.45	$4.45	10/31/2007
003138	11/27/2007	$	4.45	$4.45	11/30/2007
003138	11/27/2007	$	32.44	$32.44	11/30/2007
003138	11/27/2007	$	(3.55)	($3.55)	11/30/2007
003138	11/30/2007	$	39.94	$39.94	11/30/2007
003138	11/27/2007	$	4.45	$4.45	11/30/2007
003138	11/30/2007	$	(39.04)	($39.04)	12/15/2007

003158	11/1/2007	$	4.45	$4.45	11/15/2007
003158	11/5/2007	$	212.80	$212.80	11/15/2007
003158	11/5/2007	$	37.44	$37.44	11/15/2007
003174	11/7/2007	$	6.84	$6.84	11/15/2007
003177	10/29/2007	$	84.32	$84.32	10/31/2007
003177	11/13/2007	$	14.34	$14.34	11/15/2007
003177	11/13/2007	$	42.03	$42.03	11/15/2007
003177	11/14/2007	$	146.29	$146.29	11/15/2007
03214A	11/8/2007	$	59.88	$59.88	11/15/2007
03214A	11/8/2007	$	9.68	$9.68	11/15/2007
03214A	11/8/2007	$	154.81	$154.81	11/15/2007
003236	11/1/2007	$	6.31	$6.31	11/15/2007
003236	11/2/2007	$	39.05	$39.05	11/15/2007
003236	11/2/2007	$	84.80	$84.80	11/15/2007
003263	10/31/2007	$	29.99	$29.99	10/31/2007
003263	10/31/2007	$	33.15	$33.15	10/31/2007
003263	10/31/2007	$	(32.25)	($32.25)	10/31/2007
003263	10/31/2007	$	33.15	$33.15	10/31/2007
003273	11/12/2007	$	48.29	$48.29	11/15/2007
003273	11/12/2007	$	6.84	$6.84	11/15/2007
003273	11/13/2007	$	84.44	$84.44	11/15/2007
003293	11/29/2007	$	14.86	$14.86	11/30/2007
003328	11/30/2007	$	26.16	$26.16	11/30/2007
03329C	10/25/2007	$	8.95	$8.95	10/31/2007
003341	10/31/2007	$	8.78	$8.78	10/31/2007
003341	10/29/2007	$	61.54	$61.54	10/31/2007
003341	11/28/2007	$	(89.94)	($89.94)	11/30/2007
003341	11/28/2007	$	93.32	$93.32	11/30/2007
003341	11/28/2007	$	(21.75)	($21.75)	11/30/2007
003341	11/28/2007	$	22.65	$22.65	11/30/2007
003341	11/30/2007	$	5.45	$5.45	11/30/2007
003341	11/28/2007	$	22.65	$22.65	11/30/2007
003341	11/28/2007	$	90.84	$90.84	11/30/2007
003368	11/27/2007	$	27.70	$27.70	11/30/2007
003368	11/27/2007	$	27.91	$27.91	11/30/2007
003368	11/27/2007	$	6.42	$6.42	11/30/2007
003408	10/25/2007	$	6.44	$6.44	10/31/2007
003408	11/2/2007	$	21.60	$21.60	11/15/2007
003408	11/8/2007	$	127.11	$127.11	11/15/2007
003557	11/30/2007	$	20.90	$20.90	11/30/2007
003557	11/20/2007	$	33.46	$33.46	11/30/2007
003557	11/20/2007	$	17.43	$17.43	11/30/2007
003557	11/20/2007	$	(16.53)	($16.53)	11/30/2007
003557	11/20/2007	$	17.43	$17.43	11/30/2007
003558	11/20/2007	$	252.03	$252.03	11/30/2007
003562	10/25/2007	$	14.69	$14.69	10/31/2007
003562	11/26/2007	$	14.69	$14.69	11/30/2007
003562	11/26/2007	$	14.86	$14.86	11/30/2007
003570	10/22/2007	$	7.12	$7.12	10/31/2007
003570	10/23/2007	$	147.46	$147.46	10/31/2007
003571	11/8/2007	$	9.88	$9.88	11/15/2007
003573	10/17/2007	$	40.49	$40.49	10/31/2007
003573	10/26/2007	$	23.04	$23.04	10/31/2007
003573	10/26/2007	$	(22.14)	($22.14)	10/31/2007
003573	10/26/2007	$	63.26	$63.26	10/31/2007
003573	10/26/2007	$	4.84	$4.84	10/31/2007
003573	11/27/2007	$	40.49	$40.49	11/30/2007
003573	11/28/2007	$	63.26	$63.26	11/30/2007

003588	11/27/2007	$	12.85	$12.85	11/30/2007
003588	11/27/2007	$	395.16	$395.16	11/30/2007
003588	11/27/2007	$	11.27	$11.27	11/30/2007
003589	10/25/2007	$	4.37	$4.37	10/31/2007
003589	10/25/2007	$	12.85	$12.85	10/31/2007
003590	11/10/2007	$	106.74	$106.74	11/15/2007
003590	11/10/2007	$	(105.84)	($105.84)	11/15/2007
003590	11/15/2007	$	54.85	$54.85	11/15/2007
003590	10/13/2007	$	(105.84)	($105.84)	11/15/2007
003600	10/30/2007	$	24.19	$24.19	10/31/2007
003600	10/30/2007	$	6.44	$6.44	10/31/2007
003600	11/27/2007	$	6.44	$6.44	11/30/2007
003600	11/27/2007	$	21.60	$21.60	11/30/2007
003600	11/27/2007	$	21.05	$21.05	11/30/2007
003628	11/13/2007	$	99.55	$99.55	11/15/2007
003628	11/13/2007	$	105.23	$105.23	11/15/2007
003628	11/13/2007	$	27.70	$27.70	11/15/2007
003628	11/13/2007	$	80.72	$80.72	11/15/2007
003628	11/13/2007	$	(104.33)	($104.33)	11/15/2007
003628	11/13/2007	$	(26.80)	($26.80)	11/30/2007
003628	11/13/2007	$	27.70	$27.70	11/30/2007
003628	10/12/2007	$	(22.30)	($22.30)	11/30/2007
003628	10/12/2007	$	23.20	$23.20	11/30/2007
003696	11/20/2007	$	4.45	$4.45	11/30/2007
003696	11/27/2007	$	29.44	$29.44	11/30/2007
003696	11/27/2007	$	52.94	$52.94	11/30/2007
003696	11/27/2007	$	(52.04)	($52.04)	11/30/2007
003696	11/27/2007	$	35.44	$35.44	11/30/2007
003715	11/7/2007	$	43.56	$43.56	11/15/2007
003715	11/7/2007	$	(42.66)	($42.66)	11/15/2007
003715	11/8/2007	$	43.56	$43.56	11/15/2007
003715	11/8/2007	$	(42.66)	($42.66)	11/15/2007
003715	11/8/2007	$	43.56	$43.56	11/15/2007
003715	11/8/2007	$	(42.66)	($42.66)	11/15/2007
003715	11/8/2007	$	43.56	$43.56	11/15/2007
003715	11/8/2007	$	(42.66)	($42.66)	11/15/2007
003715	11/7/2007	$	43.56	$43.56	11/15/2007
003715	11/6/2007	$	8.79	$8.79	11/15/2007
003715	11/6/2007	$	(7.89)	($7.89)	11/15/2007
003715	11/7/2007	$	7.25	$7.25	11/15/2007
003715	11/7/2007	$	8.79	$8.79	11/15/2007
003715	11/7/2007	$	(7.89)	($7.89)	11/15/2007
003736	11/5/2007	$	30.44	$30.44	11/15/2007
003736	11/5/2007	$	(29.54)	($29.54)	11/30/2007
003736	11/5/2007	$	30.44	$30.44	11/30/2007
003792	11/29/2007	$	22.08	$22.08	11/30/2007
003792	11/28/2007	$	4.89	$4.89	11/30/2007
003792	11/29/2007	$	29.09	$29.09	11/30/2007
003823	10/18/2007	$	20.54	$20.54	10/31/2007
003823	10/18/2007	$	26.45	$26.45	10/31/2007
003823	10/18/2007	$	6.25	$6.25	10/31/2007
003921	11/9/2007	$	4.93	$4.93	11/15/2007
003921	11/9/2007	$	23.33	$23.33	11/15/2007
003921	11/9/2007	$	23.95	$23.95	11/15/2007
003964	10/26/2007	$	(10.74)	($10.74)	10/31/2007
003964	10/26/2007	$	11.64	$11.64	10/31/2007
003964	10/26/2007	$	11.64	$11.64	10/31/2007
003964	11/28/2007	$	59.88	$59.88	11/30/2007

003964	11/28/2007	$	127.53	$127.53	11/30/2007
003964	11/28/2007	$	(58.98)	($58.98)	11/30/2007
003964	11/20/2007	$	6.73	$6.73	11/30/2007
004003	10/17/2007	$	33.46	$33.46	10/31/2007
004003	10/17/2007	$	30.94	$30.94	10/31/2007
004003	11/2/2007	$	32.80	$32.80	11/15/2007
004003	11/2/2007	$	5.05	$5.05	11/15/2007
004003	11/13/2007	$	30.94	$30.94	11/15/2007
004003	11/13/2007	$	(30.04)	($30.04)	11/15/2007
004003	11/13/2007	$	33.46	$33.46	11/15/2007
004072	11/5/2007	$	3.42	$3.42	11/15/2007
004072	11/5/2007	$	127.11	$127.11	11/15/2007
004072	11/10/2007	$	13.98	$13.98	11/15/2007
004089	11/1/2007	$	34.05	$34.05	11/15/2007
004104	10/29/2007	$	24.11	$24.11	10/31/2007
004104	10/29/2007	$	62.94	$62.94	10/31/2007
004114	11/5/2007	$	27.70	$27.70	11/15/2007
004114	11/5/2007	$	80.88	$80.88	11/15/2007
004114	11/5/2007	$	146.29	$146.29	11/15/2007
004115	11/12/2007	$	29.99	$29.99	11/15/2007
004115	11/13/2007	$	112.78	$112.78	11/15/2007
004115	11/19/2007	$	12.85	$12.85	11/30/2007
004117	10/16/2007	$	6.20	$6.20	10/31/2007
004117	10/16/2007	$	21.60	$21.60	10/31/2007
004117	11/28/2007	$	6.20	$6.20	11/30/2007
004117	11/28/2007	$	21.60	$21.60	11/30/2007
004146	10/17/2007	$	14.68	$14.68	10/31/2007
004146	10/17/2007	$	113.31	$113.31	10/31/2007
004146	11/20/2007	$	146.29	$146.29	11/30/2007
004146	11/20/2007	$	113.31	$113.31	11/30/2007
04151B	10/19/2007	$	88.45	$88.45	10/31/2007
04151B	10/19/2007	$	4.58	$4.58	10/31/2007
004183	11/9/2007	$	84.15	$84.15	11/15/2007
004183	11/9/2007	$	84.79	$84.79	11/15/2007
004183	11/9/2007	$	205.39	$205.39	11/15/2007
004331	10/30/2007	$	30.00	$30.00	10/31/2007
004331	10/30/2007	$	84.16	$84.16	10/31/2007
004336	10/24/2007	$	10.00	$10.00	10/31/2007
004336	10/26/2007	$	17.31	$17.31	10/31/2007
004358	11/8/2007	$	5.81	$5.81	11/15/2007
004358	11/8/2007	$	36.98	$36.98	11/15/2007
004358	11/29/2007	$	6.31	$6.31	11/30/2007
004433	10/22/2007	$	233.27	$233.27	10/31/2007
004433	11/13/2007	$	4.45	$4.45	11/15/2007
004433	11/13/2007	$	187.40	$187.40	11/15/2007
004433	11/29/2007	$	27.70	$27.70	11/30/2007
004469	10/26/2007	$	37.11	$37.11	10/31/2007
004469	11/1/2007	$	187.40	$187.40	11/15/2007
004469	11/1/2007	$	76.31	$76.31	11/15/2007
004469	11/1/2007	$	137.85	$137.85	11/15/2007
004469	11/1/2007	$	(186.50)	($186.50)	11/15/2007
004469	11/1/2007	$	290.85	$290.85	11/15/2007
004471	10/30/2007	$	10.00	$10.00	10/31/2007
004471	10/17/2007	$	11.28	$11.28	10/31/2007
004471	10/31/2007	$	146.29	$146.29	10/31/2007
004520	11/5/2007	$	25.01	$25.01	11/15/2007
004520	11/5/2007	$	34.45	$34.45	11/15/2007
004520	11/5/2007	$	29.71	$29.71	11/15/2007

004534	11/28/2007	$	8.46	$8.46	11/30/2007
004573	11/28/2007	$	67.07	$67.07	11/30/2007
004573	11/28/2007	$	38.01	$38.01	11/30/2007
004575	11/19/2007	$	444.75	$444.75	11/30/2007
004575	11/29/2007	$	11.28	$11.28	11/30/2007
004575	11/29/2007	$	54.84	$54.84	11/30/2007
004575	11/29/2007	$	(10.38)	($10.38)	11/30/2007
004575	11/29/2007	$	7.90	$7.90	11/30/2007
004586	10/30/2007	$	11.28	$11.28	10/31/2007
004586	11/7/2007	$	44.47	$44.47	11/15/2007
004586	11/7/2007	$	54.09	$54.09	11/15/2007
004665	10/16/2007	$	78.52	$78.52	10/31/2007
004708	11/16/2007	$	127.53	$127.53	11/30/2007
004729	11/30/2007	$	10.77	$10.77	11/30/2007
004744	11/2/2007	$	39.95	$39.95	11/15/2007
004744	11/9/2007	$	23.45	$23.45	11/15/2007
004813	11/2/2007	$	146.29	$146.29	11/15/2007
004846	10/22/2007	$	193.67	$193.67	10/31/2007
004846	11/5/2007	$	11.20	$11.20	11/15/2007
004846	11/5/2007	$	38.01	$38.01	11/15/2007
004866	11/27/2007	$	36.85	$36.85	11/30/2007
004873	11/29/2007	$	42.27	$42.27	11/30/2007
004873	11/29/2007	$	94.36	$94.36	11/30/2007
004890	10/22/2007	$	4.70	$4.70	10/31/2007
004890	10/22/2007	$	20.48	$20.48	10/31/2007
004890	10/22/2007	$	6.20	$6.20	10/31/2007
004890	11/19/2007	$	6.20	$6.20	11/30/2007
004890	11/19/2007	$	20.45	$20.45	11/30/2007
004890	11/19/2007	$	4.70	$4.70	11/30/2007
04908A	11/20/2007	$	4.96	$4.96	11/30/2007
04908A	11/20/2007	$	80.72	$80.72	11/30/2007
04908A	11/20/2007	$	27.70	$27.70	11/30/2007
004958	10/23/2007	$	3.95	$3.95	10/31/2007
004958	10/23/2007	$	80.32	$80.32	10/31/2007
004963	11/15/2007	$	4.45	$4.45	11/15/2007
004963	11/15/2007	$	27.11	$27.11	11/15/2007
004963	11/19/2007	$	(112.41)	($112.41)	11/30/2007
004963	11/19/2007	$	113.31	$113.31	11/30/2007
05108B	11/6/2007	$	78.22	$78.22	11/15/2007
05108B	11/6/2007	$	26.17	$26.17	11/15/2007
005236	11/7/2007	$	85.50	$85.50	11/15/2007
005238	10/29/2007	$	9.68	$9.68	10/31/2007
005238	10/29/2007	$	247.01	$247.01	10/31/2007
005238	11/6/2007	$	21.07	$21.07	11/15/2007
005238	11/6/2007	$	157.86	$157.86	11/15/2007
005238	11/6/2007	$	(156.96)	($156.96)	11/15/2007
005277	11/9/2007	$	61.07	$61.07	11/15/2007
005277	11/9/2007	$	29.28	$29.28	11/15/2007
005277	11/16/2007	$	14.86	$14.86	11/30/2007
005286	10/22/2007	$	76.99	$76.99	10/31/2007
005286	11/8/2007	$	146.29	$146.29	11/15/2007
005286	11/15/2007	$	63.19	$63.19	11/15/2007
005286	11/15/2007	$	76.99	$76.99	11/15/2007
005288	11/6/2007	$	127.50	$127.50	11/15/2007
005288	11/6/2007	$	(126.60)	($126.60)	11/15/2007
005288	11/5/2007	$	15.44	$15.44	11/15/2007
005288	11/5/2007	$	147.46	$147.46	11/15/2007
005288	11/6/2007	$	4.93	$4.93	11/15/2007

05291A	11/13/2007	$	14.16	$14.16	11/15/2007
005374	11/9/2007	$	5.37	$5.37	11/15/2007
005374	11/9/2007	$	6.63	$6.63	11/15/2007
005374	11/9/2007	$	46.90	$46.90	11/15/2007
005409	10/19/2007	$	10.30	$10.30	10/31/2007
005409	11/1/2007	$	265.56	$265.56	11/15/2007
005409	11/1/2007	$	17.05	$17.05	11/15/2007
005409	11/1/2007	$	41.94	$41.94	11/15/2007
05412A	10/18/2007	$	12.27	$12.27	10/31/2007
005424	11/1/2007	$	5.60	$5.60	11/15/2007
005424	11/1/2007	$	24.63	$24.63	11/15/2007
005424	11/1/2007	$	57.19	$57.19	11/15/2007
005424	11/1/2007	$	(23.73)	($23.73)	11/15/2007
005424	11/1/2007	$	25.74	$25.74	11/15/2007
005432	11/2/2007	$	29.87	$29.87	11/15/2007
005432	11/2/2007	$	6.20	$6.20	11/15/2007
005432	11/2/2007	$	23.47	$23.47	11/15/2007
005432	11/2/2007	$	(28.97)	($28.97)	11/15/2007
005432	11/2/2007	$	31.88	$31.88	11/15/2007
005504	10/23/2007	$	5.40	$5.40	10/31/2007
005504	10/23/2007	$	12.44	$12.44	10/31/2007
005504	10/23/2007	$	23.02	$23.02	10/31/2007
005545	10/24/2007	$	21.55	$21.55	10/31/2007
005545	10/24/2007	$	78.80	$78.80	10/31/2007
005668	10/20/2007	$	45.12	$45.12	10/31/2007
005668	11/2/2007	$	4.93	$4.93	11/15/2007
005668	11/2/2007	$	34.89	$34.89	11/15/2007
005668	11/10/2007	$	74.15	$74.15	11/15/2007
005668	11/10/2007	$	(73.25)	($73.25)	11/15/2007
005668	11/10/2007	$	74.24	$74.24	11/15/2007
5678	11/14/2007	$	40.37	$40.37	11/15/2007
5678	11/14/2007	$	14.48	$14.48	11/15/2007
5678	11/14/2007	$	(13.58)	($13.58)	11/15/2007
5678	11/14/2007	$	14.48	$14.48	11/15/2007
005736	11/13/2007	$	33.07	$33.07	11/15/2007
005736	11/13/2007	$	54.90	$54.90	11/15/2007
05739A	11/8/2007	$	15.45	$15.45	11/15/2007
05739A	11/8/2007	$	44.75	$44.75	11/15/2007
05739A	11/8/2007	$	5.44	$5.44	11/15/2007
005746	11/8/2007	$	103.98	$103.98	11/15/2007
005746	11/28/2007	$	84.30	$84.30	11/30/2007
005748	10/29/2007	$	80.58	$80.58	10/31/2007
005748	10/29/2007	$	(79.68)	($79.68)	10/31/2007
005748	10/29/2007	$	78.08	$78.08	10/31/2007
005851	11/9/2007	$	15.69	$15.69	11/15/2007
005851	11/27/2007	$	3.53	$3.53	11/30/2007
05892A	11/5/2007	$	4.98	$4.98	11/15/2007
005894	10/31/2007	$	123.44	$123.44	10/31/2007
005894	10/29/2007	$	39.18	$39.18	10/31/2007
005894	10/29/2007	$	27.66	$27.66	10/31/2007
005894	10/29/2007	$	(26.76)	($26.76)	10/31/2007
005894	10/29/2007	$	27.66	$27.66	10/31/2007
4572	11/27/2007	$	57.19	$57.19	11/30/2007
4572	11/27/2007	$	5.92	$5.92	11/30/2007
4572	11/27/2007	$	92.65	$92.65	11/30/2007
005939	11/30/2007	$	29.69	$29.69	11/30/2007
005952	10/29/2007	$	20.38	$20.38	10/31/2007
005952	10/29/2007	$	73.08	$73.08	10/31/2007

005952	10/29/2007	$	(72.18)	($72.18)	10/31/2007
005952	10/29/2007	$	38.01	$38.01	10/31/2007
005952	11/8/2007	$	152.82	$152.82	11/15/2007
005952	11/8/2007	$	(151.92)	($151.92)	11/15/2007
005952	11/8/2007	$	152.82	$152.82	11/15/2007
005986	10/22/2007	$	127.49	$127.49	10/31/2007
006086	10/18/2007	$	11.28	$11.28	10/31/2007
006102	11/27/2007	$	146.29	$146.29	11/30/2007
006102	11/27/2007	$	27.11	$27.11	11/30/2007
006102	11/27/2007	$	94.83	$94.83	11/30/2007
006121	10/16/2007	$	8.37	$8.37	10/31/2007
006202	10/22/2007	$	18.97	$18.97	10/31/2007
006202	10/22/2007	$	8.37	$8.37	10/31/2007
06270A	11/27/2007	$	15.82	$15.82	11/30/2007
06270A	11/27/2007	$	(14.92)	($14.92)	11/30/2007
06270A	11/27/2007	$	15.82	$15.82	11/30/2007
06270A	11/28/2007	$	146.28	$146.28	11/30/2007
006273	10/22/2007	$	47.80	$47.80	10/31/2007
006296	11/2/2007	$	3.43	$3.43	11/15/2007
006296	11/2/2007	$	23.94	$23.94	11/15/2007
006296	11/29/2007	$	27.11	$27.11	11/30/2007
006340	11/29/2007	$	21.60	$21.60	11/30/2007
006340	11/29/2007	$	28.20	$28.20	11/30/2007
006340	11/29/2007	$	8.95	$8.95	11/30/2007
006370	11/9/2007	$	33.29	$33.29	11/15/2007
006370	11/9/2007	$	24.04	$24.04	11/15/2007
006391	10/30/2007	$	9.83	$9.83	10/31/2007
006391	10/30/2007	$	64.63	$64.63	10/31/2007
006391	10/30/2007	$	(63.73)	($63.73)	10/31/2007
006391	10/30/2007	$	64.63	$64.63	10/31/2007
006391	11/30/2007	$	9.83	$9.83	11/30/2007
006391	11/30/2007	$	64.63	$64.63	11/30/2007
006441	11/6/2007	$	103.67	$103.67	11/15/2007
006441	11/6/2007	$	73.08	$73.08	11/15/2007
06441B	10/18/2007	$	6.84	$6.84	10/31/2007
06441B	10/18/2007	$	10.13	$10.13	10/31/2007
06441B	10/18/2007	$	5.99	$5.99	10/31/2007
006474	11/19/2007	$	20.80	$20.80	11/30/2007
006474	11/19/2007	$	17.05	$17.05	11/30/2007
006474	11/19/2007	$	63.26	$63.26	11/30/2007
006484	10/22/2007	$	7.56	$7.56	10/31/2007
006497	10/22/2007	$	58.64	$58.64	10/31/2007
006497	10/22/2007	$	12.29	$12.29	10/31/2007
006497	10/22/2007	$	9.43	$9.43	10/31/2007
006497	10/22/2007	$	(11.39)	($11.39)	10/31/2007
006497	10/22/2007	$	12.29	$12.29	10/31/2007
006497	11/7/2007	$	8.88	$8.88	11/15/2007
006497	11/30/2007	$	118.87	$118.87	11/30/2007
006497	11/29/2007	$	58.64	$58.64	11/30/2007
06554A	10/23/2007	$	96.26	$96.26	10/31/2007
06554A	10/23/2007	$	13.07	$13.07	10/31/2007
06554B	11/26/2007	$	5.76	$5.76	11/30/2007
06554B	11/27/2007	$	70.40	$70.40	11/30/2007
006577	11/7/2007	$	3.99	$3.99	11/15/2007
006577	11/7/2007	$	3.48	$3.48	11/15/2007
006577	11/7/2007	$	6.09	$6.09	11/15/2007
06623B	11/26/2007	$	19.83	$19.83	11/30/2007
06623B	11/26/2007	$	78.22	$78.22	11/30/2007

06623B	11/26/2007	$	22.57	$22.57	11/30/2007
006685	11/28/2007	$	42.01	$42.01	11/30/2007
006685	11/28/2007	$	146.29	$146.29	11/30/2007
006685	11/28/2007	$	72.74	$72.74	11/30/2007
006840	11/26/2007	$	19.97	$19.97	11/30/2007
006840	11/26/2007	$	16.29	$16.29	11/30/2007
006841	10/16/2007	$	7.60	$7.60	10/31/2007
006841	11/8/2007	$	127.49	$127.49	11/15/2007
006841	11/8/2007	$	10.60	$10.60	11/15/2007
006841	11/9/2007	$	7.60	$7.60	11/15/2007
007700	10/18/2007	$	111.42	$111.42	10/31/2007
007700	10/18/2007	$	118.87	$118.87	10/31/2007
007700	11/26/2007	$	12.66	$12.66	11/30/2007
007700	11/26/2007	$	43.88	$43.88	11/30/2007
007700	11/26/2007	$	9.88	$9.88	11/30/2007
07850A	11/7/2007	$	54.99	$54.99	11/15/2007
08388A	11/29/2007	$	49.65	$49.65	11/30/2007
08388A	11/29/2007	$	49.89	$49.89	11/30/2007
08388A	11/29/2007	$	(48.75)	($48.75)	11/30/2007
08388A	11/29/2007	$	49.60	$49.60	11/30/2007
008467	10/16/2007	$	28.03	$28.03	10/31/2007
008467	11/16/2007	$	28.03	$28.03	11/30/2007
08475A	10/24/2007	$	8.78	$8.78	10/31/2007
009041	10/31/2007	$	95.46	$95.46	10/31/2007
009174	10/30/2007	$	5.47	$5.47	11/15/2007
009174	10/30/2007	$	27.70	$27.70	11/15/2007
09427A	10/23/2007	$	5.69	$5.69	10/31/2007
09427A	10/23/2007	$	395.16	$395.16	10/31/2007
09427A	10/9/2007	$	(13.96)	($13.96)	10/31/2007
09427A	10/9/2007	$	14.86	$14.86	10/31/2007
09427B	10/20/2007	$	47.80	$47.80	10/31/2007
09427B	10/20/2007	$	4.58	$4.58	10/31/2007
09427B	10/20/2007	$	81.90	$81.90	10/31/2007
09521A	11/8/2007	$	18.47	$18.47	11/15/2007
09521A	11/8/2007	$	5.40	$5.40	11/15/2007
09521A	11/8/2007	$	7.89	$7.89	11/15/2007
09521A	11/8/2007	$	(4.50)	($4.50)	11/15/2007
09521A	11/8/2007	$	4.74	$4.74	11/15/2007
09521A	11/8/2007	$	(6.99)	($6.99)	11/15/2007
09521A	11/8/2007	$	(3.84)	($3.84)	11/15/2007
09521A	11/8/2007	$	(17.57)	($17.57)	11/15/2007
09521A	11/13/2007	$	8.33	$8.33	11/15/2007
09521B	10/17/2007	$	120.09	$120.09	10/31/2007
09521B	10/22/2007	$	160.49	$160.49	10/31/2007
09521B	10/22/2007	$	6.03	$6.03	10/31/2007
09521B	10/22/2007	$	(5.13)	($5.13)	10/31/2007
09521B	10/22/2007	$	91.61	$91.61	10/31/2007
09521B	11/29/2007	$	43.71	$43.71	11/30/2007
09521B	11/29/2007	$	35.88	$35.88	11/30/2007
09521B	11/29/2007	$	237.23	$237.23	11/30/2007
09521B	11/29/2007	$	(236.33)	($236.33)	12/15/2007
09594A	11/20/2007	$	6.54	$6.54	11/30/2007
09662C	10/19/2007	$	(5.63)	($5.63)	10/31/2007
09662C	10/26/2007	$	49.62	$49.62	10/31/2007
09662C	10/19/2007	$	4.96	$4.96	10/31/2007
09662C	10/19/2007	$	6.53	$6.53	10/31/2007
09709B	11/29/2007	$	10.21	$10.21	11/30/2007
09709B	11/29/2007	$	22.80	$22.80	11/30/2007

09709B	11/29/2007	$	81.60	$81.60	11/30/2007
09876A	11/6/2007	$	118.87	$118.87	11/15/2007
010177	10/18/2007	$	74.17	$74.17	10/31/2007
010177	10/18/2007	$	94.36	$94.36	10/31/2007
010177	10/18/2007	$	62.97	$62.97	10/31/2007
010177	11/19/2007	$	74.17	$74.17	11/30/2007
010177	11/19/2007	$	94.36	$94.36	11/30/2007
010177	11/19/2007	$	62.97	$62.97	11/30/2007
10220B	11/16/2007	$	22.71	$22.71	11/30/2007
10220B	11/16/2007	$	30.74	$30.74	11/30/2007
10220B	11/16/2007	$	(21.81)	($21.81)	11/30/2007
10220B	11/16/2007	$	11.53	$11.53	11/30/2007
10318A	10/31/2007	$	28.03	$28.03	10/31/2007
10318A	10/31/2007	$	(27.13)	($27.13)	10/31/2007
10318A	10/31/2007	$	28.03	$28.03	10/31/2007
10318A	10/31/2007	$	(27.13)	($27.13)	10/31/2007
10318A	10/31/2007	$	28.03	$28.03	10/31/2007
10318A	11/19/2007	$	49.60	$49.60	11/30/2007
10318A	11/19/2007	$	31.95	$31.95	11/30/2007
10318A	11/19/2007	$	8.68	$8.68	11/30/2007
10389A	10/24/2007	$	11.28	$11.28	10/31/2007
10389A	10/31/2007	$	11.28	$11.28	10/31/2007
10389A	11/30/2007	$	146.29	$146.29	11/30/2007
10389C	10/24/2007	$	16.29	$16.29	10/31/2007
10389C	10/24/2007	$	17.47	$17.47	10/31/2007
10636B	11/5/2007	$	12.34	$12.34	11/15/2007
10636B	11/14/2007	$	57.05	$57.05	11/15/2007
10636B	11/12/2007	$	29.83	$29.83	11/15/2007
01108C	10/31/2007	$	14.83	$14.83	10/31/2007
01108C	10/31/2007	$	39.87	$39.87	10/31/2007
01108C	11/6/2007	$	4.44	$4.44	11/15/2007
11126C	11/14/2007	$	4.58	$4.58	11/15/2007
11474A	11/8/2007	$	8.79	$8.79	11/15/2007
11474A	11/8/2007	$	40.92	$40.92	11/15/2007
11474A	11/8/2007	$	26.43	$26.43	11/15/2007
11544	11/1/2007	$	67.06	$67.06	11/15/2007
11544	11/20/2007	$	131.16	$131.16	11/30/2007
11544	11/20/2007	$	21.63	$21.63	11/30/2007
01603B	11/13/2007	$	56.60	$56.60	11/15/2007
01603B	11/13/2007	$	7.08	$7.08	11/15/2007
11644A	10/25/2007	$	33.32	$33.32	10/31/2007
11673B	11/15/2007	$	32.74	$32.74	11/15/2007
11673B	11/15/2007	$	77.17	$77.17	11/15/2007
11673B	11/15/2007	$	86.22	$86.22	11/15/2007
11704A	11/27/2007	$	201.91	$201.91	11/30/2007
11704A	11/27/2007	$	10.17	$10.17	11/30/2007
11717	10/26/2007	$	17.31	$17.31	10/31/2007
11717	10/26/2007	$	24.11	$24.11	10/31/2007
11749A	10/29/2007	$	12.73	$12.73	10/31/2007
11749A	10/20/2007	$	30.70	$30.70	10/31/2007
11749A	10/22/2007	$	121.17	$121.17	10/31/2007
11749A	10/22/2007	$	(120.27)	($120.27)	11/15/2007
11749A	11/19/2007	$	121.17	$121.17	11/30/2007
11749A	11/19/2007	$	(120.27)	($120.27)	12/15/2007
12318A	10/30/2007	$	59.88	$59.88	10/31/2007
12318A	11/1/2007	$	14.51	$14.51	11/15/2007
12493D	11/5/2007	$	6.73	$6.73	11/15/2007
12493D	11/5/2007	$	4.96	$4.96	11/15/2007

12493D	11/5/2007	$	27.70	$27.70	11/15/2007
12499A	10/17/2007	$	395.16	$395.16	10/31/2007
12499B	10/22/2007	$	6.21	$6.21	10/31/2007
12499B	10/22/2007	$	49.60	$49.60	10/31/2007
12499B	10/22/2007	$	47.92	$47.92	10/31/2007
12499D	10/22/2007	$	10.21	$10.21	10/31/2007
12499D	10/22/2007	$	78.78	$78.78	10/31/2007
12499D	10/22/2007	$	36.68	$36.68	10/31/2007
12643C	11/28/2007	$	37.83	$37.83	11/30/2007
12643C	11/28/2007	$	10.21	$10.21	11/30/2007
12773C	11/8/2007	$	11.53	$11.53	11/15/2007
12773C	11/8/2007	$	11.28	$11.28	11/15/2007
12979A	11/6/2007	$	12.80	$12.80	11/15/2007
12979A	11/6/2007	$	5.81	$5.81	11/15/2007
12979A	11/6/2007	$	6.03	$6.03	11/15/2007
012986	10/19/2007	$	19.29	$19.29	10/31/2007
012986	10/19/2007	$	22.65	$22.65	10/31/2007
012986	11/13/2007	$	19.29	$19.29	11/15/2007
012986	11/13/2007	$	22.65	$22.65	11/15/2007
012986	11/13/2007	$	127.11	$127.11	11/15/2007
012996	11/1/2007	$	72.25	$72.25	11/15/2007
012996	11/1/2007	$	115.58	$115.58	11/15/2007
012996	11/2/2007	$	204.57	$204.57	11/15/2007
13284A	10/29/2007	$	15.69	$15.69	10/31/2007
13284A	10/29/2007	$	5.33	$5.33	10/31/2007
13284A	10/29/2007	$	16.81	$16.81	10/31/2007
13299A	11/30/2007	$	49.61	$49.61	11/30/2007
13299A	11/30/2007	$	6.73	$6.73	11/30/2007
13299A	11/30/2007	$	32.55	$32.55	11/30/2007
13561A	10/15/2007	$	(6.35)	($6.35)	11/30/2007
13561A	10/15/2007	$	7.25	$7.25	11/30/2007
13561B	10/22/2007	$	61.77	$61.77	10/31/2007
13561B	10/22/2007	$	7.47	$7.47	10/31/2007
13561B	10/22/2007	$	7.89	$7.89	10/31/2007
13561B	10/22/2007	$	(6.99)	($6.99)	10/31/2007
13561B	10/22/2007	$	28.48	$28.48	10/31/2007
13561B	10/22/2007	$	(27.58)	($27.58)	11/30/2007
13814C	11/12/2007	$	43.40	$43.40	11/15/2007
13814C	11/12/2007	$	(42.50)	($42.50)	11/15/2007
13814C	11/12/2007	$	60.48	$60.48	11/15/2007
14174A	11/6/2007	$	14.86	$14.86	11/15/2007
14174B	11/29/2007	$	7.51	$7.51	11/30/2007
14174B	11/29/2007	$	86.22	$86.22	11/30/2007
14310A	11/13/2007	$	4.45	$4.45	11/15/2007
14310A	11/21/2007	$	4.45	$4.45	11/30/2007
14310A	11/21/2007	$	6.91	$6.91	11/30/2007
014437	8/22/2007	$	(38.97)	($38.97)	11/30/2007
014437	8/22/2007	$	39.87	$39.87	11/30/2007
014437	10/1/2007	$	(38.97)	($38.97)	11/30/2007
014437	10/1/2007	$	39.87	$39.87	11/30/2007
14843B	10/29/2007	$	25.43	$25.43	10/31/2007
14843B	10/29/2007	$	111.12	$111.12	10/31/2007
14843B	10/25/2007	$	8.95	$8.95	10/31/2007
15303A	11/28/2007	$	49.65	$49.65	11/30/2007
15303A	11/28/2007	$	43.19	$43.19	11/30/2007
15303A	11/28/2007	$	80.72	$80.72	11/30/2007
15396A	11/30/2007	$	10.21	$10.21	11/30/2007
15396A	11/30/2007	$	7.47	$7.47	11/30/2007

15396A	11/30/2007	$	7.56	$7.56	11/30/2007
15619B	11/28/2007	$	15.35	$15.35	11/30/2007
15619B	11/28/2007	$	(14.45)	($14.45)	11/30/2007
15619B	11/28/2007	$	15.35	$15.35	11/30/2007
15619B	11/28/2007	$	35.88	$35.88	11/30/2007
15619B	11/28/2007	$	225.67	$225.67	11/30/2007
15623B	11/14/2007	$	16.55	$16.55	11/15/2007
15623B	11/14/2007	$	7.59	$7.59	11/15/2007
15623B	11/14/2007	$	47.92	$47.92	11/15/2007
15652B	10/8/2007	$	(12.26)	($12.26)	10/31/2007
15658B	11/12/2007	$	49.60	$49.60	11/15/2007
15658B	11/12/2007	$	27.70	$27.70	11/15/2007
15658B	11/12/2007	$	56.42	$56.42	11/15/2007
15658B	11/12/2007	$	(26.80)	($26.80)	11/15/2007
15658B	11/13/2007	$	173.02	$173.02	11/15/2007
16287A	11/20/2007	$	179.41	$179.41	11/30/2007
16803A	11/7/2007	$	14.86	$14.86	11/15/2007
16803A	11/8/2007	$	94.36	$94.36	11/15/2007
16947A	10/29/2007	$	202.48	$202.48	10/31/2007
16947A	10/29/2007	$	113.31	$113.31	10/31/2007
16947A	10/29/2007	$	146.29	$146.29	10/31/2007
16947A	11/5/2007	$	8.72	$8.72	11/15/2007
16947A	11/5/2007	$	29.99	$29.99	11/15/2007
017067	11/6/2007	$	(60.19)	($60.19)	11/15/2007
017067	11/6/2007	$	66.36	$66.36	11/15/2007
017067	11/6/2007	$	61.09	$61.09	11/15/2007
017067	11/6/2007	$	24.04	$24.04	11/15/2007
017067	11/6/2007	$	113.31	$113.31	11/15/2007
17609A	11/8/2007	$	87.44	$87.44	11/15/2007
17609A	11/8/2007	$	4.45	$4.45	11/15/2007
17609A	11/8/2007	$	4.45	$4.45	11/15/2007
017664	10/16/2007	$	8.96	$8.96	10/31/2007
017664	10/24/2007	$	102.54	$102.54	10/31/2007
017664	10/24/2007	$	104.53	$104.53	10/31/2007
017775	10/22/2007	$	137.85	$137.85	10/31/2007
17810A	11/13/2007	$	20.60	$20.60	11/15/2007
17810A	11/13/2007	$	17.10	$17.10	11/15/2007
17810A	11/13/2007	$	4.70	$4.70	11/15/2007
17810A	11/7/2007	$	54.85	$54.85	11/15/2007
17810A	11/7/2007	$	(53.95)	($53.95)	11/15/2007
17827A	11/8/2007	$	50.13	$50.13	11/15/2007
17827C	10/25/2007	$	41.56	$41.56	10/31/2007
17827C	10/25/2007	$	(40.66)	($40.66)	10/31/2007
17827C	10/25/2007	$	41.56	$41.56	10/31/2007
17827C	10/16/2007	$	49.60	$49.60	10/31/2007
17827C	10/16/2007	$	19.46	$19.46	10/31/2007
17827C	11/16/2007	$	33.32	$33.32	11/30/2007
17827C	11/30/2007	$	41.56	$41.56	11/30/2007
17829B	10/16/2007	$	7.61	$7.61	10/31/2007
17829B	10/16/2007	$	21.37	$21.37	10/31/2007
17829B	10/16/2007	$	15.23	$15.23	10/31/2007
17829B	10/16/2007	$	11.19	$11.19	10/31/2007
4852	10/23/2007	$	5.26	$5.26	10/31/2007
4852	10/30/2007	$	6.28	$6.28	10/31/2007
4852	10/30/2007	$	5.70	$5.70	10/31/2007
017899	11/15/2007	$	40.06	$40.06	11/15/2007
017899	11/15/2007	$	(39.16)	($39.16)	11/30/2007
017899	11/15/2007	$	40.06	$40.06	11/30/2007

017911	10/23/2007	$	7.65	$7.65	10/31/2007
017911	10/23/2007	$	7.32	$7.32	10/31/2007
017911	10/15/2007	$	(54.63)	($54.63)	10/31/2007
017911	10/15/2007	$	108.11	$108.11	10/31/2007
017911	11/10/2007	$	7.65	$7.65	11/15/2007
017911	11/19/2007	$	108.11	$108.11	11/30/2007
017926	11/14/2007	$	21.40	$21.40	11/15/2007
017928	11/1/2007	$	21.60	$21.60	11/15/2007
017928	11/1/2007	$	10.13	$10.13	11/15/2007
017928	11/1/2007	$	10.00	$10.00	11/15/2007
017454	10/29/2007	$	100.44	$100.44	10/31/2007
017454	10/29/2007	$	75.74	$75.74	10/31/2007
017454	10/29/2007	$	176.77	$176.77	10/31/2007
017454	11/2/2007	$	4.14	$4.14	11/15/2007
8073E	10/25/2007	$	8.78	$8.78	10/31/2007
8073E	11/13/2007	$	7.75	$7.75	11/15/2007
8073E	11/13/2007	$	5.28	$5.28	11/15/2007
18134A	10/19/2007	$	123.71	$123.71	10/31/2007
18134A	10/19/2007	$	127.49	$127.49	10/31/2007
18152A	10/24/2007	$	12.55	$12.55	10/31/2007
018213	11/16/2007	$	41.94	$41.94	11/30/2007
018213	11/16/2007	$	74.67	$74.67	11/30/2007
18226A	11/19/2007	$	158.83	$158.83	11/30/2007
18226A	11/19/2007	$	7.25	$7.25	11/30/2007
18226A	11/19/2007	$	13.07	$13.07	11/30/2007
018247	11/1/2007	$	12.51	$12.51	11/15/2007
018247	11/6/2007	$	503.17	$503.17	11/15/2007
018247	11/9/2007	$	5.10	$5.10	11/15/2007
8327	11/14/2007	$	9.53	$9.53	11/15/2007
8327	11/14/2007	$	137.85	$137.85	11/15/2007
8327	11/14/2007	$	115.01	$115.01	11/15/2007
8327A	11/30/2007	$	6.84	$6.84	11/30/2007
8327A	11/30/2007	$	105.23	$105.23	11/30/2007
8327A	11/30/2007	$	97.05	$97.05	11/30/2007
8327A	11/30/2007	$	(96.15)	($96.15)	12/15/2007
8327A	11/30/2007	$	97.05	$97.05	12/15/2007
8327A	11/30/2007	$	(104.33)	($104.33)	12/15/2007
8327A	11/30/2007	$	105.23	$105.23	12/15/2007
8327A	11/30/2007	$	(5.94)	($5.94)	12/15/2007
8327A	11/30/2007	$	6.84	$6.84	12/15/2007
8327A	11/30/2007	$	(104.33)	($104.33)	12/15/2007
8327A	11/30/2007	$	105.23	$105.23	12/15/2007
8327A	11/30/2007	$	(104.33)	($104.33)	12/15/2007
8327A	11/30/2007	$	105.23	$105.23	12/15/2007
8338	11/2/2007	$	32.20	$32.20	11/15/2007
8338	11/2/2007	$	45.70	$45.70	11/15/2007
8338	11/20/2007	$	32.20	$32.20	11/30/2007
18339B	10/27/2007	$	29.77	$29.77	10/31/2007
18339B	11/8/2007	$	12.67	$12.67	11/15/2007
18339B	11/8/2007	$	10.21	$10.21	11/15/2007
18339B	11/8/2007	$	160.49	$160.49	11/15/2007
8340	11/9/2007	$	49.65	$49.65	11/15/2007
8340	11/9/2007	$	14.34	$14.34	11/15/2007
8340	11/9/2007	$	4.16	$4.16	11/15/2007
8340A	11/9/2007	$	7.25	$7.25	11/15/2007
8340A	11/9/2007	$	49.65	$49.65	11/15/2007
8340A	11/9/2007	$	113.31	$113.31	11/15/2007
18349A	11/30/2007	$	8.55	$8.55	11/30/2007

18349A	11/30/2007	$ 3.90	$3.90	11/30/2007
18349A	11/30/2007	$ 11.32	$11.32	11/30/2007
3520	10/16/2007	$ 12.85	$12.85	10/31/2007
3307	10/22/2007	$ 5.35	$5.35	10/31/2007
3307	10/29/2007	$ 15.49	$15.49	10/31/2007
3307	10/29/2007	$ 10.96	$10.96	10/31/2007
3308	10/29/2007	$ 6.68	$6.68	10/31/2007
3801	11/16/2007	$ 14.83	$14.83	11/30/2007
3801	11/16/2007	$ 43.45	$43.45	11/30/2007
3801	11/16/2007	$ 15.84	$15.84	11/30/2007
3801	11/16/2007	$ (42.55)	($42.55)	11/30/2007
3801	11/16/2007	$ 43.45	$43.45	11/30/2007
018464	11/16/2007	$ 13.81	$13.81	11/30/2007
18466A	11/12/2007	$ 10.30	$10.30	11/15/2007
18466A	11/12/2007	$ 7.70	$7.70	11/15/2007
3470	11/24/2007	$ 23.20	$23.20	11/30/2007
3470	11/24/2007	$ 11.54	$11.54	11/30/2007
3470	11/24/2007	$ 158.83	$158.83	11/30/2007
3427	10/19/2007	$ 38.16	$38.16	10/31/2007
3427	10/19/2007	$ 24.04	$24.04	10/31/2007
3427	11/3/2007	$ 7.56	$7.56	11/15/2007
3427	11/20/2007	$ 395.16	$395.16	11/30/2007
3427	11/20/2007	$ 9.06	$9.06	11/30/2007
04927A	10/16/2007	$ 27.70	$27.70	10/31/2007
04927A	10/15/2007	$ 78.21	$78.21	10/31/2007
04927A	10/18/2007	$ 108.14	$108.14	10/31/2007
04927A	11/20/2007	$ (46.61)	($46.61)	11/30/2007
04927A	11/20/2007	$ 47.61	$47.61	11/30/2007
04927A	11/19/2007	$ 56.42	$56.42	11/30/2007
04927A	11/19/2007	$ (55.52)	($55.52)	11/30/2007
04927A	11/19/2007	$ 56.42	$56.42	11/30/2007
04927A	11/19/2007	$ (55.52)	($55.52)	11/30/2007
04927A	11/28/2007	$ 108.14	$108.14	11/30/2007
04927A	11/20/2007	$ 12.85	$12.85	11/30/2007
04927A	11/20/2007	$ 47.51	$47.51	11/30/2007
966745	11/20/2007	$ 6.05	$6.05	11/30/2007
966745	11/20/2007	$ 14.83	$14.83	11/30/2007
967677	10/31/2007	$ 3.83	$3.83	11/15/2007
967677	10/30/2007	$ 7.25	$7.25	11/15/2007
967677	11/1/2007	$ 127.53	$127.53	11/15/2007
013450	10/16/2007	$26.43	$26.43	10/31/2007
013450	10/16/2007	$24.04	$24.04	10/31/2007
008925	10/16/2007	$13.59	$13.59	10/31/2007
013450	10/16/2007	$28.03	$28.03	10/31/2007
014950	10/16/2007	$9.68	$9.68	10/31/2007
10910A	10/16/2007	$5.26	$5.26	10/31/2007
014950	10/16/2007	$146.28	$146.28	10/31/2007
016782	10/16/2007	$33.47	$33.47	10/31/2007
016782	10/16/2007	($32.57)	($32.57)	10/31/2007
016782	10/16/2007	$33.47	$33.47	10/31/2007
987636	10/16/2007	$5.40	$5.40	10/31/2007
013343	10/24/2007	$11.64	$11.64	10/31/2007
013343	10/24/2007	$4.70	$4.70	10/31/2007
013343	10/24/2007	$6.54	$6.54	10/31/2007
920637	10/24/2007	$8.34	$8.34	10/31/2007
016455	10/24/2007	$18.38	$18.38	10/31/2007
016455	10/24/2007	$66.36	$66.36	10/31/2007
920637	10/24/2007	($7.44)	($7.44)	10/31/2007

920637	10/24/2007	$5.23	$5.23	10/31/2007
014761	10/24/2007	$19.97	$19.97	10/31/2007
211673	10/24/2007	$21.48	$21.48	10/31/2007
211673	10/24/2007	$22.22	$22.22	10/31/2007
937549	10/24/2007	$217.58	$217.58	10/31/2007
822075	10/24/2007	$41.94	$41.94	10/31/2007
016455	10/24/2007	$157.86	$157.86	10/31/2007
856320	10/24/2007	$14.01	$14.01	10/31/2007
398052	10/24/2007	$126.30	$126.30	10/31/2007
007885	10/24/2007	$6.44	$6.44	10/31/2007
12962A	10/24/2007	$4.45	$4.45	10/31/2007
06913B	10/24/2007	$51.06	$51.06	10/31/2007
309455	10/24/2007	$6.25	$6.25	10/31/2007
309455	10/24/2007	$126.02	$126.02	10/31/2007
309455	10/24/2007	($125.12)	($125.12)	10/31/2007
309455	10/24/2007	$31.66	$31.66	10/31/2007
11827B	10/24/2007	$18.13	$18.13	10/31/2007
11827B	10/24/2007	$37.83	$37.83	10/31/2007
11827B	10/24/2007	$6.03	$6.03	10/31/2007
12962A	10/24/2007	($3.55)	($3.55)	10/31/2007
007885	10/24/2007	($5.54)	($5.54)	10/31/2007
007885	10/24/2007	$6.44	$6.44	10/31/2007
822075	10/24/2007	($41.04)	($41.04)	10/31/2007
822075	10/24/2007	$42.01	$42.01	10/31/2007
06913B	10/24/2007	$33.63	$33.63	10/31/2007
06913B	10/24/2007	$45.24	$45.24	10/31/2007
309455	10/24/2007	$22.03	$22.03	10/31/2007
666205	10/24/2007	$70.07	$70.07	10/31/2007
16230A	10/24/2007	$33.75	$33.75	10/31/2007
107889	10/22/2007	($209.47)	($209.47)	10/31/2007
09470B	10/24/2007	$10.21	$10.21	10/31/2007
699198	10/24/2007	$47.70	$47.70	10/31/2007
011504	10/24/2007	$5.10	$5.10	10/31/2007
016508	10/24/2007	$121.21	$121.21	10/31/2007
016508	10/24/2007	($120.31)	($120.31)	10/31/2007
016508	10/24/2007	$121.25	$121.25	10/31/2007
16539F	10/25/2007	$6.15	$6.15	10/31/2007
16539F	10/25/2007	$10.21	$10.21	10/31/2007
16539F	10/25/2007	($9.31)	($9.31)	10/31/2007
20170B	10/25/2007	$4.20	$4.20	10/31/2007
12962A	10/25/2007	$4.45	$4.45	10/31/2007
604241	10/25/2007	$47.43	$47.43	10/31/2007
04097A	10/25/2007	$29.10	$29.10	10/31/2007
008429	10/25/2007	$118.87	$118.87	10/31/2007
008429	10/25/2007	$127.11	$127.11	10/31/2007
008429	10/25/2007	$113.31	$113.31	10/31/2007
010271	10/25/2007	$8.78	$8.78	10/31/2007
07360A	10/25/2007	$63.26	$63.26	10/31/2007
008925	10/24/2007	$5.25	$5.25	10/31/2007
445273	10/19/2007	$92.35	$92.35	10/31/2007
441980	10/19/2007	$92.35	$92.35	10/31/2007
441980	10/19/2007	$87.08	$87.08	10/31/2007
441980	10/19/2007	$4.85	$4.85	10/31/2007
18134A	10/19/2007	$27.70	$27.70	10/31/2007
016533	10/19/2007	$62.05	$62.05	10/31/2007
008146	10/19/2007	$8.01	$8.01	10/31/2007
008146	10/19/2007	$11.28	$11.28	10/31/2007
008200	10/19/2007	$4.12	$4.12	10/31/2007

008200	10/19/2007	$23.45	$23.45	10/31/2007
008200	10/19/2007	$22.39	$22.39	10/31/2007
008200	10/19/2007	($3.22)	($3.22)	10/31/2007
017701	10/19/2007	$38.19	$38.19	10/31/2007
008200	10/19/2007	$39.95	$39.95	10/31/2007
03921A	10/19/2007	$39.95	$39.95	10/31/2007
256571	10/19/2007	$7.62	$7.62	10/31/2007
015499	10/11/2007	($257.16)	($257.16)	10/31/2007
07145A	10/22/2007	$3.58	$3.58	10/31/2007
07145A	10/22/2007	$4.90	$4.90	10/31/2007
295884	10/22/2007	$8.79	$8.79	10/31/2007
18316B	10/22/2007	$35.88	$35.88	10/31/2007
295884	10/22/2007	$5.10	$5.10	10/31/2007
975935	10/22/2007	$12.29	$12.29	10/31/2007
975935	10/22/2007	$5.23	$5.23	10/31/2007
011222	10/22/2007	$8.91	$8.91	10/31/2007
975935	10/22/2007	($4.33)	($4.33)	10/31/2007
11222B	10/22/2007	$18.23	$18.23	10/31/2007
11222B	10/22/2007	$17.47	$17.47	10/31/2007
11222B	10/22/2007	$56.60	$56.60	10/31/2007
975935	10/22/2007	$8.79	$8.79	10/31/2007
975935	10/22/2007	($7.89)	($7.89)	10/31/2007
975935	10/22/2007	$8.79	$8.79	10/31/2007
975935	10/22/2007	($7.89)	($7.89)	10/31/2007
11222B	10/22/2007	($16.57)	($16.57)	10/31/2007
11222B	10/22/2007	$102.43	$102.43	10/31/2007
010521	10/22/2007	$108.59	$108.59	10/31/2007
975935	10/22/2007	$12.55	$12.55	10/31/2007
010521	10/22/2007	$6.84	$6.84	10/31/2007
975935	10/22/2007	($11.65)	($11.65)	10/31/2007
17981A	10/22/2007	$42.88	$42.88	10/31/2007
17981A	10/22/2007	$8.62	$8.62	10/31/2007
975935	10/22/2007	$8.79	$8.79	10/31/2007
975935	10/22/2007	($7.89)	($7.89)	10/31/2007
604785	10/22/2007	$31.46	$31.46	10/31/2007
604785	10/22/2007	($30.56)	($30.56)	10/31/2007
604785	10/22/2007	$59.96	$59.96	10/31/2007
08457B	10/22/2007	$7.59	$7.59	10/31/2007
08457B	10/22/2007	$18.55	$18.55	10/31/2007
976341	10/22/2007	$8.89	$8.89	10/31/2007
976341	10/22/2007	$4.85	$4.85	10/31/2007
976341	10/22/2007	($3.95)	($3.95)	10/31/2007
976341	10/22/2007	$6.25	$6.25	10/31/2007
009709	10/23/2007	$4.96	$4.96	10/31/2007
350150	10/23/2007	$17.12	$17.12	10/31/2007
017692	10/23/2007	$4.45	$4.45	10/31/2007
012216	10/23/2007	$16.88	$16.88	10/31/2007
356459	10/23/2007	$26.43	$26.43	10/31/2007
012216	10/23/2007	$78.51	$78.51	10/31/2007
403283	10/24/2007	$20.85	$20.85	10/31/2007
013149	10/16/2007	$17.78	$17.78	10/31/2007
218318	10/16/2007	$9.10	$9.10	10/31/2007
218318	10/16/2007	$83.46	$83.46	10/31/2007
218318	10/16/2007	$8.69	$8.69	10/31/2007
44287A	10/16/2007	$247.01	$247.01	10/31/2007
007841	10/22/2007	$22.65	$22.65	10/31/2007
151891	10/24/2007	$6.17	$6.17	10/31/2007
013589	10/24/2007	$26.45	$26.45	10/31/2007

12876B	10/24/2007	($104.05)	($104.05)	10/31/2007
12876B	10/24/2007	$201.91	$201.91	10/31/2007
253117	10/24/2007	($20.42)	($20.42)	10/31/2007
253117	10/24/2007	($24.71)	($24.71)	10/31/2007
17534A	10/24/2007	$111.12	$111.12	10/31/2007
17534A	10/24/2007	$13.03	$13.03	10/31/2007
17534A	10/24/2007	$91.61	$91.61	10/31/2007
015728	10/24/2007	$76.90	$76.90	10/31/2007
028376	10/24/2007	$33.32	$33.32	10/31/2007
253117	10/24/2007	$13.15	$13.15	10/31/2007
253117	10/24/2007	$31.66	$31.66	10/31/2007
09470B	10/24/2007	$25.43	$25.43	10/31/2007
968026	10/24/2007	$49.61	$49.61	10/31/2007
07040B	10/24/2007	$57.56	$57.56	10/31/2007
969407	10/24/2007	$75.74	$75.74	10/31/2007
742813	10/24/2007	$109.29	$109.29	10/31/2007
009409	9/27/2007	($8.49)	($8.49)	10/31/2007
17079A	10/24/2007	$25.24	$25.24	10/31/2007
907437	10/24/2007	$11.53	$11.53	10/31/2007
907437	10/24/2007	$17.31	$17.31	10/31/2007
907437	10/24/2007	$21.34	$21.34	10/31/2007
697284	10/24/2007	$84.30	$84.30	10/31/2007
007614	10/25/2007	$5.10	$5.10	10/31/2007
013557	10/25/2007	$4.60	$4.60	10/31/2007
17624B	10/25/2007	$151.41	$151.41	10/31/2007
016314	10/25/2007	$5.96	$5.96	10/31/2007
017153	10/25/2007	$150.07	$150.07	10/31/2007
783122	10/25/2007	$14.69	$14.69	10/31/2007
783122	10/25/2007	$9.32	$9.32	10/31/2007
783122	10/25/2007	($13.79)	($13.79)	10/31/2007
783122	10/25/2007	$14.69	$14.69	10/31/2007
008268	10/25/2007	$113.31	$113.31	10/31/2007
568419	10/25/2007	$37.77	$37.77	10/31/2007
769592	10/25/2007	$6.40	$6.40	10/31/2007
018314	10/25/2007	$47.50	$47.50	10/31/2007
018314	10/25/2007	$112.31	$112.31	10/31/2007
64563A	10/25/2007	$51.45	$51.45	10/31/2007
64563A	10/25/2007	$5.10	$5.10	10/31/2007
235040	10/25/2007	$6.17	$6.17	10/31/2007
013939	10/25/2007	$266.79	$266.79	10/31/2007
009773	10/26/2007	$4.45	$4.45	10/31/2007
009773	10/26/2007	$4.45	$4.45	10/31/2007
707693	10/26/2007	$13.28	$13.28	10/31/2007
016514	10/26/2007	$78.22	$78.22	10/31/2007
13157C	10/26/2007	$29.77	$29.77	10/31/2007
827296	10/26/2007	$6.75	$6.75	10/31/2007
008201	10/26/2007	$33.70	$33.70	10/31/2007
008201	10/26/2007	($32.80)	($32.80)	10/31/2007
008201	10/26/2007	$33.70	$33.70	10/31/2007
03273B	10/26/2007	$49.60	$49.60	10/31/2007
03273B	10/26/2007	$10.45	$10.45	10/31/2007
03273B	10/26/2007	$8.08	$8.08	10/31/2007
03273B	10/26/2007	($9.55)	($9.55)	10/31/2007
03273B	10/26/2007	$8.01	$8.01	10/31/2007
015919	10/26/2007	$56.13	$56.13	10/31/2007
08000C	10/26/2007	$115.95	$115.95	10/31/2007
14483A	10/26/2007	$49.65	$49.65	10/31/2007
14483A	10/26/2007	$47.51	$47.51	10/31/2007

14483A	10/26/2007	$78.21	$78.21	10/31/2007
17079A	10/27/2007	$21.43	$21.43	10/31/2007
014987	10/27/2007	$40.15	$40.15	10/31/2007
05261C	10/29/2007	$17.47	$17.47	10/31/2007
05261C	10/29/2007	$39.34	$39.34	10/31/2007
009867	10/29/2007	$12.29	$12.29	10/31/2007
018319	10/29/2007	($87.88)	($87.88)	10/31/2007
008154	10/29/2007	$22.03	$22.03	10/31/2007
009711	10/29/2007	$19.51	$19.51	10/31/2007
011230	10/29/2007	$62.97	$62.97	10/31/2007
013190	10/29/2007	($7.56)	($7.56)	10/31/2007
013190	10/29/2007	$8.46	$8.46	10/31/2007
018319	10/29/2007	$88.78	$88.78	10/31/2007
16398A	10/29/2007	$10.87	$10.87	10/31/2007
957283	10/29/2007	$8.73	$8.73	10/31/2007
929115	10/29/2007	$6.84	$6.84	10/31/2007
929115	10/29/2007	$28.03	$28.03	10/31/2007
014097	10/29/2007	$43.15	$43.15	10/31/2007
957283	10/29/2007	($7.83)	($7.83)	10/31/2007
183378	10/29/2007	$11.86	$11.86	10/31/2007
957283	10/29/2007	$54.85	$54.85	10/31/2007
011376	10/29/2007	$57.64	$57.64	10/31/2007
011765	10/29/2007	$44.47	$44.47	10/31/2007
011765	10/29/2007	($43.57)	($43.57)	10/31/2007
011376	10/29/2007	($72.18)	($72.18)	10/31/2007
668148	10/29/2007	$25.99	$25.99	10/31/2007
011765	10/29/2007	$52.07	$52.07	10/31/2007
011376	10/29/2007	$165.66	$165.66	10/31/2007
011376	10/29/2007	($164.76)	($164.76)	10/31/2007
011376	10/29/2007	$160.11	$160.11	10/31/2007
012819	10/29/2007	$62.97	$62.97	10/31/2007
324027	10/29/2007	$40.32	$40.32	10/31/2007
018014	10/29/2007	$33.79	$33.79	10/31/2007
018014	10/29/2007	$18.68	$18.68	10/31/2007
05798A	10/29/2007	$13.98	$13.98	10/31/2007
07040B	10/29/2007	$133.77	$133.77	10/31/2007
07040B	10/29/2007	$75.73	$75.73	10/31/2007
011126	10/29/2007	$10.60	$10.60	10/31/2007
637808	10/29/2007	$68.30	$68.30	10/31/2007
774020	10/29/2007	$264.03	$264.03	10/31/2007
774020	10/29/2007	$17.06	$17.06	10/31/2007
088483	10/29/2007	$175.08	$175.08	10/31/2007
937549	10/29/2007	$21.35	$21.35	10/31/2007
937549	10/29/2007	$20.80	$20.80	10/31/2007
06950B	10/29/2007	$4.58	$4.58	10/31/2007
009496	10/29/2007	$3.31	$3.31	10/31/2007
009496	10/29/2007	$27.70	$27.70	10/31/2007
009496	10/29/2007	$49.62	$49.62	10/31/2007
906256	10/29/2007	$10.60	$10.60	10/31/2007
765768	10/29/2007	$29.91	$29.91	10/31/2007
765768	10/29/2007	$64.62	$64.62	10/31/2007
765768	10/29/2007	$7.50	$7.50	10/31/2007
013284	10/29/2007	$16.81	$16.81	10/31/2007
018386	10/30/2007	$4.58	$4.58	10/31/2007
016961	10/30/2007	$22.51	$22.51	10/31/2007
17830A	10/30/2007	($5.13)	($5.13)	10/31/2007
01911A	10/30/2007	$4.45	$4.45	10/31/2007
532964	10/30/2007	$44.16	$44.16	10/31/2007

401951	10/30/2007	$14.97	$14.97	10/31/2007
757013	10/30/2007	$16.88	$16.88	10/31/2007
01725A	10/30/2007	$15.69	$15.69	10/31/2007
010910	10/30/2007	$29.45	$29.45	10/31/2007
90155A	10/30/2007	$19.22	$19.22	10/31/2007
90155A	10/30/2007	$21.98	$21.98	10/31/2007
90155A	10/30/2007	$12.85	$12.85	10/31/2007
10582B	10/30/2007	$42.01	$42.01	10/31/2007
11251C	10/30/2007	$18.14	$18.14	10/31/2007
11251C	10/30/2007	$92.65	$92.65	10/31/2007
013669	10/30/2007	$4.60	$4.60	10/31/2007
017660	10/31/2007	$4.84	$4.84	10/31/2007
017660	10/31/2007	$11.28	$11.28	10/31/2007
01725A	10/31/2007	$4.81	$4.81	10/31/2007
18188B	10/31/2007	$4.45	$4.45	10/31/2007
803839	10/31/2007	$74.19	$74.19	10/31/2007
01602A	10/30/2007	$7.50	$7.50	10/31/2007
270853	10/30/2007	$5.70	$5.70	10/31/2007
270853	10/30/2007	$4.84	$4.84	10/31/2007
008343	10/31/2007	$7.33	$7.33	10/31/2007
07685B	10/31/2007	$7.59	$7.59	10/31/2007
07685B	10/31/2007	$9.53	$9.53	10/31/2007
908392	10/31/2007	$5.78	$5.78	10/31/2007
07685B	10/31/2007	($8.63)	($8.63)	10/31/2007
07685B	10/31/2007	$16.29	$16.29	10/31/2007
018052	10/31/2007	$33.04	$33.04	10/31/2007
008077	10/31/2007	$122.75	$122.75	10/31/2007
920798	10/16/2007	$6.44	$6.44	10/31/2007
920798	10/16/2007	$22.25	$22.25	10/31/2007
920798	10/16/2007	$3.90	$3.90	10/31/2007
015154	10/16/2007	$32.02	$32.02	10/31/2007
015154	10/16/2007	$238.57	$238.57	10/31/2007
44287A	10/16/2007	$92.45	$92.45	10/31/2007
015154	10/16/2007	$49.90	$49.90	10/31/2007
581879	10/16/2007	$20.77	$20.77	10/31/2007
013866	10/16/2007	$7.60	$7.60	10/31/2007
013866	10/16/2007	$23.95	$23.95	10/31/2007
013866	10/16/2007	$22.75	$22.75	10/31/2007
801457	10/16/2007	$17.06	$17.06	10/31/2007
801457	10/16/2007	$60.73	$60.73	10/31/2007
801457	10/16/2007	$80.35	$80.35	10/31/2007
017981	10/16/2007	$97.03	$97.03	10/31/2007
01928A	10/16/2007	$32.20	$32.20	10/31/2007
01928A	10/16/2007	$26.43	$26.43	10/31/2007
609409	10/15/2007	($4.62)	($4.62)	10/31/2007
609409	10/15/2007	$5.52	$5.52	10/31/2007
01928A	10/16/2007	$107.61	$107.61	10/31/2007
007841	10/22/2007	$7.25	$7.25	10/31/2007
007841	10/22/2007	$8.76	$8.76	10/31/2007
645220	10/22/2007	$75.18	$75.18	10/31/2007
645220	10/22/2007	$89.65	$89.65	10/31/2007
015499	10/22/2007	$258.06	$258.06	10/31/2007
36797A	10/23/2007	$9.34	$9.34	10/31/2007
36797A	10/23/2007	$10.60	$10.60	10/31/2007
015353	10/23/2007	$27.70	$27.70	10/31/2007
975935	10/23/2007	$8.79	$8.79	10/31/2007
009427	10/23/2007	$158.83	$158.83	10/31/2007
018226	10/23/2007	$12.85	$12.85	10/31/2007

018226	10/23/2007	$14.86	$14.86	10/31/2007
018226	10/23/2007	($13.96)	($13.96)	10/31/2007
018226	10/23/2007	$14.86	$14.86	10/31/2007
975935	10/23/2007	($7.89)	($7.89)	10/31/2007
904975	10/23/2007	$14.63	$14.63	10/31/2007
904975	10/23/2007	($13.73)	($13.73)	10/31/2007
904975	10/23/2007	$14.63	$14.63	10/31/2007
904975	10/23/2007	($13.73)	($13.73)	10/31/2007
904975	10/23/2007	$14.63	$14.63	10/31/2007
904975	10/23/2007	($13.73)	($13.73)	10/31/2007
904975	10/23/2007	$7.50	$7.50	10/31/2007
975935	10/23/2007	$41.35	$41.35	10/31/2007
017781	10/23/2007	$3.90	$3.90	10/31/2007
841134	10/23/2007	$8.45	$8.45	10/31/2007
910461	10/23/2007	$7.45	$7.45	10/31/2007
910461	10/23/2007	$18.92	$18.92	10/31/2007
17932C	10/23/2007	$59.45	$59.45	10/31/2007
17932C	10/23/2007	$17.47	$17.47	10/31/2007
009459	10/23/2007	$12.85	$12.85	10/31/2007
009459	10/23/2007	$9.54	$9.54	10/31/2007
018314	10/23/2007	$48.23	$48.23	10/31/2007
011643	10/23/2007	$10.74	$10.74	10/31/2007
834946	10/16/2007	$34.20	$34.20	10/31/2007
834946	10/16/2007	$15.05	$15.05	10/31/2007
015109	10/9/2007	($3.35)	($3.35)	10/31/2007
015109	10/9/2007	($1.35)	($1.35)	10/31/2007
02924A	10/16/2007	$17.58	$17.58	10/31/2007
015109	10/16/2007	$8.45	$8.45	10/31/2007
015109	10/16/2007	$6.44	$6.44	10/31/2007
04875B	10/16/2007	$23.45	$23.45	10/31/2007
012182	10/16/2007	$36.63	$36.63	10/31/2007
009808	10/16/2007	$64.48	$64.48	10/31/2007
017922	10/16/2007	$78.95	$78.95	10/31/2007
13115A	10/16/2007	$49.04	$49.04	10/31/2007
015854	10/16/2007	$50.13	$50.13	10/31/2007
015774	10/16/2007	$187.40	$187.40	10/31/2007
757013	10/16/2007	$17.79	$17.79	10/31/2007
008313	10/16/2007	$3.90	$3.90	10/31/2007
008313	10/16/2007	$11.20	$11.20	10/31/2007
06121B	10/16/2007	$47.61	$47.61	10/31/2007
008313	10/16/2007	$29.71	$29.71	10/31/2007
08313A	10/16/2007	$10.24	$10.24	10/31/2007
08313A	10/16/2007	$3.90	$3.90	10/31/2007
017874	10/16/2007	$218.46	$218.46	10/31/2007
017874	10/16/2007	($217.56)	($217.56)	10/31/2007
06121C	10/16/2007	$47.61	$47.61	10/31/2007
017874	10/16/2007	$218.46	$218.46	10/31/2007
06121C	9/24/2007	$36.48	$36.48	10/31/2007
06121C	9/22/2007	$22.57	$22.57	10/31/2007
016546	10/16/2007	$4.90	$4.90	10/31/2007
324837	10/16/2007	$11.28	$11.28	10/31/2007
324837	10/16/2007	($10.38)	($10.38)	10/31/2007
324837	10/16/2007	$11.28	$11.28	10/31/2007
017683	10/16/2007	($50.37)	($50.37)	10/31/2007
017683	10/16/2007	$51.27	$51.27	10/31/2007
343183	10/16/2007	$149.75	$149.75	10/31/2007
010803	10/16/2007	$24.04	$24.04	10/31/2007
017773	10/16/2007	$121.62	$121.62	10/31/2007

343183	10/16/2007	$87.05	$87.05	10/31/2007
09817D	10/16/2007	$11.94	$11.94	10/31/2007
007817	10/17/2007	$3.90	$3.90	10/31/2007
007817	10/17/2007	$20.54	$20.54	10/31/2007
007817	10/17/2007	$22.15	$22.15	10/31/2007
07817A	10/17/2007	$20.90	$20.90	10/31/2007
07817A	10/17/2007	$20.48	$20.48	10/31/2007
017013	10/17/2007	$125.91	$125.91	10/31/2007
017013	10/17/2007	$23.61	$23.61	10/31/2007
014695	10/17/2007	$119.23	$119.23	10/31/2007
014695	10/17/2007	$12.70	$12.70	10/31/2007
014695	10/17/2007	($118.33)	($118.33)	10/31/2007
013939	10/17/2007	$142.73	$142.73	10/31/2007
014695	10/17/2007	$126.30	$126.30	10/31/2007
012861	10/17/2007	$22.19	$22.19	10/31/2007
012861	10/17/2007	$17.41	$17.41	10/31/2007
450570	10/17/2007	$100.50	$100.50	10/31/2007
388536	10/18/2007	$84.47	$84.47	10/31/2007
388536	10/18/2007	$3.90	$3.90	10/31/2007
388536	10/18/2007	$21.48	$21.48	10/31/2007
388544	10/18/2007	$4.93	$4.93	10/31/2007
388544	10/18/2007	$24.19	$24.19	10/31/2007
388544	10/18/2007	$21.48	$21.48	10/31/2007
967540	10/18/2007	$34.20	$34.20	10/31/2007
967540	10/18/2007	$4.96	$4.96	10/31/2007
03329A	10/18/2007	$18.63	$18.63	10/31/2007
011516	10/18/2007	$9.68	$9.68	10/31/2007
010865	10/18/2007	$23.36	$23.36	10/31/2007
010865	10/18/2007	$35.54	$35.54	10/31/2007
920637	10/18/2007	$8.34	$8.34	10/31/2007
920637	10/18/2007	$31.40	$31.40	10/31/2007
56914A	10/18/2007	$12.29	$12.29	10/31/2007
079570	10/18/2007	$328.36	$328.36	10/31/2007
804761	10/18/2007	$164.19	$164.19	10/31/2007
201808	10/18/2007	$95.19	$95.19	10/31/2007
804761	10/18/2007	$9.93	$9.93	10/31/2007
014987	10/18/2007	$306.68	$306.68	10/31/2007
014987	10/18/2007	$5.33	$5.33	10/31/2007
201808	10/18/2007	$158.01	$158.01	10/31/2007
12558C	10/18/2007	$17.47	$17.47	10/31/2007
12558C	10/18/2007	$27.70	$27.70	10/31/2007
12558C	10/18/2007	$91.18	$91.18	10/31/2007
12558B	10/18/2007	$5.03	$5.03	10/31/2007
012636	10/18/2007	$4.93	$4.93	10/31/2007
865505	10/18/2007	$28.03	$28.03	10/31/2007
865505	10/18/2007	$127.53	$127.53	10/31/2007
247064	10/18/2007	$48.53	$48.53	10/31/2007
646699	10/18/2007	$40.13	$40.13	10/31/2007
247064	10/18/2007	$3.90	$3.90	10/31/2007
013624	10/17/2007	($71.15)	($71.15)	10/31/2007
948533	10/18/2007	$113.31	$113.31	10/31/2007
013624	10/17/2007	$72.05	$72.05	10/31/2007
992216	10/18/2007	$13.79	$13.79	10/31/2007
011495	10/18/2007	$142.72	$142.72	10/31/2007
016147	10/18/2007	$8.25	$8.25	10/31/2007
016147	10/18/2007	$26.77	$26.77	10/31/2007
016147	10/18/2007	$4.45	$4.45	10/31/2007
10910A	10/18/2007	$15.49	$15.49	10/31/2007

10910A	10/18/2007	($14.59)	($14.59)	10/31/2007
10910A	10/18/2007	$23.02	$23.02	10/31/2007
014667	10/18/2007	$11.86	$11.86	10/31/2007
011159	10/18/2007	$146.29	$146.29	10/31/2007
014667	10/18/2007	$38.35	$38.35	10/31/2007
011159	10/18/2007	($145.39)	($145.39)	10/31/2007
011159	10/18/2007	$78.80	$78.80	10/31/2007
009463	10/18/2007	$23.20	$23.20	10/31/2007
465783	10/18/2007	$53.47	$53.47	10/31/2007
465783	10/18/2007	$21.63	$21.63	10/31/2007
465783	10/18/2007	$35.07	$35.07	10/31/2007
009463	10/18/2007	$146.29	$146.29	10/31/2007
01602A	10/18/2007	$7.89	$7.89	10/31/2007
01602A	10/18/2007	$7.25	$7.25	10/31/2007
828747	10/18/2007	$78.88	$78.88	10/31/2007
010712	10/18/2007	$187.40	$187.40	10/31/2007
409387	10/18/2007	$33.29	$33.29	10/31/2007
409387	10/18/2007	$247.01	$247.01	10/31/2007
217921	10/18/2007	$6.44	$6.44	10/31/2007
217921	10/18/2007	$39.75	$39.75	10/31/2007
018386	10/19/2007	$54.85	$54.85	10/31/2007
211659	10/19/2007	$146.29	$146.29	10/31/2007
011643	10/19/2007	$7.90	$7.90	10/31/2007
436725	10/19/2007	$21.48	$21.48	10/31/2007
535293	10/19/2007	$31.48	$31.48	10/31/2007
014710	10/19/2007	$92.90	$92.90	10/31/2007
01161A	10/19/2007	$84.80	$84.80	10/31/2007
010730	10/19/2007	$50.13	$50.13	10/31/2007
17827C	10/19/2007	$78.74	$78.74	10/31/2007
873247	10/19/2007	$178.79	$178.79	10/31/2007
666474	10/19/2007	$103.67	$103.67	10/31/2007
666474	10/19/2007	$78.84	$78.84	10/31/2007
007854	10/19/2007	$11.28	$11.28	10/31/2007
445273	10/19/2007	$178.79	$178.79	10/31/2007
211659	10/19/2007	$127.09	$127.09	10/31/2007
015499	10/11/2007	$258.06	$258.06	10/31/2007
088483	10/19/2007	$16.11	$16.11	10/31/2007
088483	10/19/2007	$9.72	$9.72	10/31/2007
975935	10/19/2007	$5.87	$5.87	10/31/2007
014667	10/19/2007	$72.25	$72.25	10/31/2007
741802	10/19/2007	$6.45	$6.45	10/31/2007
741802	10/19/2007	$4.45	$4.45	10/31/2007
921321	10/19/2007	$7.59	$7.59	10/31/2007
921321	10/19/2007	$10.77	$10.77	10/31/2007
08352C	10/19/2007	$47.80	$47.80	10/31/2007
08352C	10/19/2007	$7.83	$7.83	10/31/2007
08352C	10/19/2007	$8.56	$8.56	10/31/2007
008352	10/19/2007	$24.24	$24.24	10/31/2007
08352A	10/19/2007	$126.32	$126.32	10/31/2007
013952	10/19/2007	$26.16	$26.16	10/31/2007
07856A	10/19/2007	$14.86	$14.86	10/31/2007
07856A	10/19/2007	$21.58	$21.58	10/31/2007
07856A	10/19/2007	$16.50	$16.50	10/31/2007
802775	10/19/2007	$11.36	$11.36	10/31/2007
802775	10/19/2007	$25.74	$25.74	10/31/2007
802775	10/19/2007	$146.29	$146.29	10/31/2007
012582	10/19/2007	$143.20	$143.20	10/31/2007
012582	10/19/2007	$152.82	$152.82	10/31/2007

12582A	10/19/2007	$146.29	$146.29	10/31/2007
873247	10/19/2007	$40.79	$40.79	10/31/2007
989442	10/19/2007	$20.77	$20.77	10/31/2007
450570	10/22/2007	$118.87	$118.87	10/31/2007
04707A	10/22/2007	$8.15	$8.15	10/31/2007
12582A	10/22/2007	$126.30	$126.30	10/31/2007
077812	10/22/2007	$10.12	$10.12	10/31/2007
16864A	10/22/2007	$14.86	$14.86	10/31/2007
16864A	10/22/2007	$7.89	$7.89	10/31/2007
012314	10/22/2007	$187.40	$187.40	10/31/2007
012314	10/22/2007	$100.51	$100.51	10/31/2007
011176	10/22/2007	$7.12	$7.12	10/31/2007
08352A	10/22/2007	$7.56	$7.56	10/31/2007
960102	10/17/2007	($20.45)	($20.45)	10/31/2007
12463B	10/22/2007	$15.63	$15.63	10/31/2007
12463B	10/22/2007	$72.45	$72.45	10/31/2007
12463B	10/22/2007	($14.73)	($14.73)	10/31/2007
12463C	10/22/2007	$15.63	$15.63	10/31/2007
655679	10/22/2007	$34.07	$34.07	10/31/2007
02833B	10/22/2007	$11.28	$11.28	10/31/2007
15727B	10/22/2007	$46.03	$46.03	10/31/2007
15727B	10/22/2007	$80.72	$80.72	10/31/2007
15727B	10/22/2007	$57.61	$57.61	10/31/2007
236171	10/22/2007	$7.53	$7.53	10/31/2007
012046	10/22/2007	$84.30	$84.30	10/31/2007
007629	10/22/2007	$5.23	$5.23	10/31/2007
007629	10/22/2007	$9.43	$9.43	10/31/2007
007629	10/22/2007	$33.79	$33.79	10/31/2007
012126	10/22/2007	$22.65	$22.65	10/31/2007
082968	10/22/2007	$10.13	$10.13	10/31/2007
18187B	10/22/2007	$23.03	$23.03	10/31/2007
18187B	10/22/2007	$7.63	$7.63	10/31/2007
01532C	10/22/2007	$14.86	$14.86	10/31/2007
904975	10/22/2007	$150.07	$150.07	10/31/2007
904975	10/1/2007	($61.09)	($61.09)	10/31/2007
01532D	10/22/2007	$6.09	$6.09	10/31/2007
01532D	10/22/2007	$14.86	$14.86	10/31/2007
904975	10/1/2007	$73.80	$73.80	10/31/2007
904975	10/22/2007	($149.17)	($149.17)	10/31/2007
904975	10/22/2007	$8.79	$8.79	10/31/2007
904975	10/22/2007	($7.89)	($7.89)	10/31/2007
904975	10/22/2007	$8.79	$8.79	10/31/2007
904975	10/22/2007	($7.89)	($7.89)	10/31/2007
904975	10/22/2007	$8.79	$8.79	10/31/2007
904975	10/22/2007	($7.89)	($7.89)	10/31/2007
904975	10/22/2007	$8.79	$8.79	10/31/2007
904975	10/22/2007	($7.89)	($7.89)	10/31/2007
904975	10/22/2007	$8.79	$8.79	10/31/2007
904975	10/22/2007	($7.89)	($7.89)	10/31/2007
904975	10/22/2007	$150.07	$150.07	10/31/2007
904975	10/22/2007	($149.17)	($149.17)	10/31/2007
904975	10/22/2007	$5.28	$5.28	10/31/2007
904975	10/22/2007	($4.38)	($4.38)	10/31/2007
13450A	10/22/2007	$134.26	$134.26	10/31/2007
13450A	10/22/2007	$4.77	$4.77	10/31/2007
13450A	10/22/2007	$14.86	$14.86	10/31/2007
904975	10/22/2007	$8.79	$8.79	10/31/2007
904975	10/22/2007	($7.89)	($7.89)	10/31/2007

107889	10/22/2007	$210.37	$210.37	10/31/2007
107889	10/22/2007	$66.71	$66.71	10/31/2007
904975	10/22/2007	$8.79	$8.79	10/31/2007
904975	10/22/2007	($7.89)	($7.89)	10/31/2007
630570	10/1/2007	($23.89)	($23.89)	10/31/2007
904975	10/22/2007	$5.28	$5.28	10/31/2007
904975	10/22/2007	($4.38)	($4.38)	10/31/2007
014731	10/23/2007	$25.60	$25.60	10/31/2007
014731	10/23/2007	$54.83	$54.83	10/31/2007
028566	10/23/2007	$252.11	$252.11	10/31/2007
028566	10/23/2007	$187.33	$187.33	10/31/2007
028566	10/23/2007	$57.64	$57.64	10/31/2007
015155	10/23/2007	$8.78	$8.78	10/31/2007
16605A	10/23/2007	$7.00	$7.00	10/31/2007
887449	10/23/2007	$75.47	$75.47	10/31/2007
007729	10/23/2007	$196.70	$196.70	10/31/2007
007729	10/23/2007	($195.80)	($195.80)	10/31/2007
007729	10/23/2007	$196.70	$196.70	10/31/2007
007885	10/23/2007	$78.94	$78.94	10/31/2007
007885	10/23/2007	($78.04)	($78.04)	10/31/2007
007885	10/23/2007	$79.01	$79.01	10/31/2007
06554A	10/23/2007	$42.27	$42.27	10/31/2007
12876B	10/24/2007	$4.08	$4.08	10/31/2007
12876B	10/24/2007	$6.03	$6.03	10/31/2007
12876B	10/24/2007	($3.18)	($3.18)	10/31/2007
12876B	10/24/2007	($5.13)	($5.13)	10/31/2007
05412A	10/24/2007	$11.53	$11.53	10/31/2007
014574	10/24/2007	$22.29	$22.29	10/31/2007
05412A	10/24/2007	($10.63)	($10.63)	10/31/2007
05412A	10/24/2007	$22.71	$22.71	10/31/2007
05412A	10/24/2007	($21.81)	($21.81)	10/31/2007
05412A	10/24/2007	$22.71	$22.71	10/31/2007
10865A	10/24/2007	$228.01	$228.01	10/31/2007
12876B	10/24/2007	$104.95	$104.95	10/31/2007
12876B	10/24/2007	$21.95	$21.95	10/31/2007
12876B	10/24/2007	$117.60	$117.60	10/31/2007
253117	10/24/2007	$25.61	$25.61	10/31/2007
253117	10/24/2007	$7.65	$7.65	10/31/2007
253117	10/24/2007	$21.32	$21.32	10/31/2007
253117	10/24/2007	($6.75)	($6.75)	10/31/2007
013966	10/24/2007	$11.02	$11.02	10/31/2007
016967	10/24/2007	$5.81	$5.81	10/31/2007
016967	10/24/2007	$22.49	$22.49	10/31/2007
016967	10/24/2007	$33.75	$33.75	10/31/2007
013778	10/24/2007	$11.28	$11.28	10/31/2007
361427	10/24/2007	$21.19	$21.19	10/31/2007
12876B	10/24/2007	($116.70)	($116.70)	10/31/2007
12876B	10/24/2007	$6.03	$6.03	10/31/2007
088483	10/24/2007	$22.65	$22.65	10/31/2007
589332	10/24/2007	$38.41	$38.41	10/31/2007
905543	10/24/2007	$92.90	$92.90	10/31/2007
07889A	10/24/2007	$210.37	$210.37	10/31/2007
013966	10/24/2007	$146.29	$146.29	10/31/2007
17079A	10/24/2007	$21.43	$21.43	10/31/2007
17079A	10/24/2007	($20.53)	($20.53)	10/31/2007
235040	10/25/2007	$94.83	$94.83	10/31/2007
009773	10/25/2007	$87.07	$87.07	10/31/2007
088483	10/19/2007	($8.82)	($8.82)	10/31/2007

620184	10/25/2007	$22.65	$22.65	10/31/2007
17789C	10/25/2007	$78.22	$78.22	10/31/2007
18349A	10/25/2007	$27.90	$27.90	10/31/2007
17789C	10/25/2007	($77.32)	($77.32)	10/31/2007
17789C	10/25/2007	$26.17	$26.17	10/31/2007
11765A	10/25/2007	$5.61	$5.61	10/31/2007
11765C	10/25/2007	$5.61	$5.61	10/31/2007
015380	10/25/2007	$43.34	$43.34	10/31/2007
03562A	10/25/2007	$252.11	$252.11	10/31/2007
03562A	10/25/2007	$6.06	$6.06	10/31/2007
03562A	10/25/2007	$42.01	$42.01	10/31/2007
03589A	10/25/2007	$158.83	$158.83	10/31/2007
03589A	10/25/2007	$30.74	$30.74	10/31/2007
03589A	10/25/2007	$395.16	$395.16	10/31/2007
010726	10/26/2007	$12.35	$12.35	10/31/2007
010450	10/26/2007	$23.45	$23.45	10/31/2007
010803	10/26/2007	$74.15	$74.15	10/31/2007
910461	10/26/2007	$7.56	$7.56	10/31/2007
568909	10/26/2007	$187.43	$187.43	10/31/2007
253117	10/25/2007	$204.57	$204.57	10/31/2007
008885	10/26/2007	$20.77	$20.77	10/31/2007
017788	10/26/2007	$7.25	$7.25	10/31/2007
012443	10/27/2007	$105.23	$105.23	10/31/2007
012443	10/27/2007	$23.23	$23.23	10/31/2007
630570	10/18/2007	($368.40)	($368.40)	10/31/2007
018427	10/25/2007	$42.94	$42.94	10/31/2007
037104	10/25/2007	$12.18	$12.18	10/31/2007
017869	10/25/2007	$248.77	$248.77	10/31/2007
16539C	10/26/2007	$46.03	$46.03	10/31/2007
017701	10/26/2007	$59.74	$59.74	10/31/2007
16539B	10/26/2007	($90.71)	($90.71)	10/31/2007
16539B	10/26/2007	$91.61	$91.61	10/31/2007
16289A	10/26/2007	$100.50	$100.50	10/31/2007
009246	10/26/2007	$14.86	$14.86	10/31/2007
009246	10/26/2007	$5.96	$5.96	10/31/2007
11765C	10/26/2007	$39.34	$39.34	10/31/2007
01255B	10/26/2007	$22.57	$22.57	10/31/2007
11765A	10/26/2007	$39.34	$39.34	10/31/2007
877675	10/26/2007	$23.61	$23.61	10/31/2007
877675	10/26/2007	$26.45	$26.45	10/31/2007
877675	10/26/2007	$21.09	$21.09	10/31/2007
01255B	10/26/2007	$19.97	$19.97	10/31/2007
07208B	10/26/2007	$78.80	$78.80	10/31/2007
017931	10/26/2007	($16.53)	($16.53)	10/31/2007
017931	10/26/2007	$29.74	$29.74	10/31/2007
00957A	10/26/2007	$38.16	$38.16	10/31/2007
010744	10/26/2007	$75.74	$75.74	10/31/2007
01885C	10/26/2007	$4.58	$4.58	10/31/2007
01885C	10/26/2007	$25.15	$25.15	10/31/2007
01885C	10/26/2007	$20.84	$20.84	10/31/2007
12443A	10/29/2007	$16.88	$16.88	10/31/2007
12443A	10/29/2007	$50.79	$50.79	10/31/2007
12443A	10/29/2007	$4.91	$4.91	10/31/2007
018319	10/29/2007	$88.78	$88.78	10/31/2007
742813	10/29/2007	$113.31	$113.31	10/31/2007
016787	10/29/2007	$81.55	$81.55	10/31/2007
06202A	10/29/2007	$16.36	$16.36	10/31/2007
018425	10/29/2007	$12.01	$12.01	10/31/2007

134216	10/29/2007	$255.48	$255.48	10/31/2007
04259A	10/29/2007	$5.25	$5.25	10/31/2007
04259A	10/29/2007	$30.00	$30.00	10/31/2007
620690	10/29/2007	$19.45	$19.45	10/31/2007
04611A	10/29/2007	$73.08	$73.08	10/31/2007
013236	10/3/2007	($11.80)	($11.80)	10/31/2007
01161A	10/19/2007	$17.25	$17.25	10/31/2007
01161A	10/19/2007	$41.19	$41.19	10/31/2007
008146	10/19/2007	$4.88	$4.88	10/31/2007
445273	10/19/2007	$28.03	$28.03	10/31/2007
692953	10/16/2007	$108.59	$108.59	10/31/2007
692953	10/16/2007	$120.13	$120.13	10/31/2007
692953	10/16/2007	$22.65	$22.65	10/31/2007
01158D	10/16/2007	$6.73	$6.73	10/31/2007
017683	10/16/2007	$150.07	$150.07	10/31/2007
017683	10/16/2007	$54.83	$54.83	10/31/2007
017683	10/16/2007	$51.27	$51.27	10/31/2007
013978	10/16/2007	$20.74	$20.74	10/31/2007
633822	10/16/2007	$7.49	$7.49	10/31/2007
633822	10/16/2007	$5.27	$5.27	10/31/2007
06526B	10/16/2007	$57.61	$57.61	10/31/2007
06526B	10/16/2007	$28.99	$28.99	10/31/2007
013420	10/16/2007	$147.46	$147.46	10/31/2007
16398A	10/16/2007	$10.87	$10.87	10/31/2007
010455	10/16/2007	$67.05	$67.05	10/31/2007
010455	10/16/2007	($66.15)	($66.15)	10/31/2007
010455	10/16/2007	$67.05	$67.05	10/31/2007
02484D	10/17/2007	$49.62	$49.62	10/31/2007
09455A	10/17/2007	$53.15	$53.15	10/31/2007
341104	10/17/2007	$6.91	$6.91	10/31/2007
341104	10/17/2007	$57.61	$57.61	10/31/2007
05108C	10/17/2007	$3.61	$3.61	10/31/2007
05108C	10/17/2007	$14.72	$14.72	10/31/2007
05108C	10/17/2007	$111.12	$111.12	10/31/2007
05108C	10/17/2007	($2.71)	($2.71)	10/31/2007
05108C	10/17/2007	$91.61	$91.61	10/31/2007
010172	10/17/2007	$49.60	$49.60	10/31/2007
010172	10/17/2007	$21.79	$21.79	10/31/2007
015098	10/17/2007	$25.24	$25.24	10/31/2007
016135	10/17/2007	$11.64	$11.64	10/31/2007
016135	10/17/2007	$33.20	$33.20	10/31/2007
016508	10/17/2007	$41.13	$41.13	10/31/2007
016135	10/17/2007	$38.81	$38.81	10/31/2007
016508	10/17/2007	$27.70	$27.70	10/31/2007
011159	10/17/2007	$73.66	$73.66	10/31/2007
828747	10/17/2007	$10.00	$10.00	10/31/2007
828747	10/17/2007	$17.28	$17.28	10/31/2007
828747	10/17/2007	($16.38)	($16.38)	10/31/2007
828747	10/17/2007	$17.28	$17.28	10/31/2007
05108C	10/17/2007	($90.71)	($90.71)	10/31/2007
017691	10/17/2007	$7.25	$7.25	10/31/2007
017691	10/17/2007	$3.99	$3.99	10/31/2007
017691	10/17/2007	$12.85	$12.85	10/31/2007
015988	10/18/2007	$6.54	$6.54	10/31/2007
015988	10/18/2007	$20.74	$20.74	10/31/2007
015988	10/18/2007	$22.22	$22.22	10/31/2007
069236	10/19/2007	$71.35	$71.35	10/31/2007
069236	10/19/2007	$54.85	$54.85	10/31/2007

217493	10/6/2007	($10.63)	($10.63)	10/31/2007
217493	10/8/2007	($126.59)	($126.59)	10/31/2007
608896	10/19/2007	$6.44	$6.44	10/31/2007
957283	10/19/2007	$4.45	$4.45	10/31/2007
604736	10/19/2007	$4.88	$4.88	10/31/2007
604736	10/19/2007	$33.79	$33.79	10/31/2007
604736	10/19/2007	$22.51	$22.51	10/31/2007
17827C	10/19/2007	$28.82	$28.82	10/31/2007
217493	10/19/2007	$127.49	$127.49	10/31/2007
217493	10/19/2007	$11.53	$11.53	10/31/2007
217493	10/19/2007	($126.59)	($126.59)	10/31/2007
217493	10/19/2007	$127.50	$127.50	10/31/2007
98082A	10/29/2007	$28.82	$28.82	10/31/2007
98082A	10/29/2007	$395.16	$395.16	10/31/2007
12773A	10/29/2007	$12.22	$12.22	10/31/2007
12773A	10/29/2007	$28.47	$28.47	10/31/2007
17493A	10/29/2007	$386.49	$386.49	10/31/2007
549833	10/29/2007	$91.91	$91.91	10/31/2007
948451	10/29/2007	$150.07	$150.07	10/31/2007
532964	10/29/2007	$78.80	$78.80	10/31/2007
532964	10/29/2007	$80.35	$80.35	10/31/2007
948451	10/29/2007	$84.80	$84.80	10/31/2007
013190	10/29/2007	$70.07	$70.07	10/31/2007
013190	10/29/2007	$15.15	$15.15	10/31/2007
011376	10/29/2007	$126.30	$126.30	10/31/2007
013190	10/29/2007	$8.46	$8.46	10/31/2007
016831	10/29/2007	$84.30	$84.30	10/31/2007
013190	10/29/2007	($7.56)	($7.56)	10/31/2007
013190	10/29/2007	$8.46	$8.46	10/31/2007
461594	10/29/2007	$206.10	$206.10	10/31/2007
009711	10/29/2007	$49.62	$49.62	10/31/2007
011376	10/29/2007	$73.08	$73.08	10/31/2007
009711	10/29/2007	$6.03	$6.03	10/31/2007
704097	10/30/2007	$54.85	$54.85	10/31/2007
704097	10/30/2007	($53.95)	($53.95)	10/31/2007
704097	10/30/2007	$21.03	$21.03	10/31/2007
05732A	10/30/2007	$22.75	$22.75	10/31/2007
009409	10/30/2007	$4.59	$4.59	10/31/2007
009409	10/30/2007	$11.13	$11.13	10/31/2007
008422	10/30/2007	$21.60	$21.60	10/31/2007
008422	10/30/2007	$29.45	$29.45	10/31/2007
008422	10/30/2007	$8.95	$8.95	10/31/2007
660571	10/30/2007	$7.50	$7.50	10/31/2007
660571	10/30/2007	$71.70	$71.70	10/31/2007
235040	10/30/2007	$11.27	$11.27	10/31/2007
17830A	10/30/2007	$7.24	$7.24	10/31/2007
17830A	10/30/2007	$6.03	$6.03	10/31/2007
324027	10/30/2007	$49.90	$49.90	10/31/2007
029758	10/30/2007	$150.07	$150.07	10/31/2007
029758	10/30/2007	$95.48	$95.48	10/31/2007
029758	10/30/2007	($149.17)	($149.17)	10/31/2007
029758	10/30/2007	$149.74	$149.74	10/31/2007
971208	10/30/2007	$4.93	$4.93	10/31/2007
971208	10/30/2007	$4.89	$4.89	10/31/2007
971208	10/30/2007	$27.68	$27.68	10/31/2007
15610A	10/30/2007	$49.65	$49.65	10/31/2007
069236	10/30/2007	$6.86	$6.86	10/31/2007
029758	10/30/2007	($94.58)	($94.58)	10/31/2007

029758	10/30/2007	$98.07	$98.07	10/31/2007
007614	10/31/2007	$6.23	$6.23	10/31/2007
007614	10/31/2007	$6.55	$6.55	10/31/2007
564461	10/31/2007	$49.90	$49.90	10/31/2007
564461	10/31/2007	$9.88	$9.88	10/31/2007
18069A	10/31/2007	$4.37	$4.37	10/31/2007
18069A	10/31/2007	$4.94	$4.94	10/31/2007
630570	10/18/2007	$369.30	$369.30	10/31/2007
014647	10/27/2007	$14.16	$14.16	10/31/2007
017922	10/27/2007	$7.25	$7.25	10/31/2007
483650	10/27/2007	$43.56	$43.56	10/31/2007
483650	10/27/2007	$16.94	$16.94	10/31/2007
483650	10/27/2007	$47.74	$47.74	10/31/2007
014230	10/29/2007	$146.29	$146.29	10/31/2007
014385	10/29/2007	$49.60	$49.60	10/31/2007
014385	10/29/2007	$31.95	$31.95	10/31/2007
014385	10/29/2007	$255.28	$255.28	10/31/2007
008343	10/29/2007	$10.13	$10.13	10/31/2007
008343	10/29/2007	$4.45	$4.45	10/31/2007
014385	10/29/2007	($48.70)	($48.70)	10/31/2007
014385	10/29/2007	$49.60	$49.60	10/31/2007
008343	10/29/2007	($9.23)	($9.23)	10/31/2007
16864A	10/29/2007	$64.62	$64.62	10/31/2007
016254	10/29/2007	$87.08	$87.08	10/31/2007
016254	10/29/2007	$6.73	$6.73	10/31/2007
016947	10/29/2007	$102.72	$102.72	10/31/2007
04146D	10/29/2007	$504.13	$504.13	10/31/2007
04146D	10/29/2007	$135.52	$135.52	10/31/2007
008457	10/29/2007	$33.46	$33.46	10/31/2007
015774	10/29/2007	$54.83	$54.83	10/31/2007
10582C	10/29/2007	$20.38	$20.38	10/31/2007
10582B	10/29/2007	$66.80	$66.80	10/31/2007
10582B	10/29/2007	$17.31	$17.31	10/31/2007
10582C	10/29/2007	$66.80	$66.80	10/31/2007
10582A	10/29/2007	$13.00	$13.00	10/31/2007
10582A	10/29/2007	$20.95	$20.95	10/31/2007
10582A	10/29/2007	$53.70	$53.70	10/31/2007
010582	10/29/2007	$48.51	$48.51	10/31/2007
010582	10/29/2007	$66.80	$66.80	10/31/2007
010582	10/29/2007	$6.57	$6.57	10/31/2007
008154	10/29/2007	$95.46	$95.46	10/31/2007
878277	10/17/2007	($280.55)	($280.55)	10/31/2007
17230A	10/29/2007	$119.80	$119.80	10/31/2007
17230A	10/29/2007	$27.70	$27.70	10/31/2007
17230A	10/29/2007	$8.08	$8.08	10/31/2007
808986	10/31/2007	$29.52	$29.52	10/31/2007
02924A	10/31/2007	$8.78	$8.78	10/31/2007
02924A	10/31/2007	$14.86	$14.86	10/31/2007
077812	10/31/2007	$22.03	$22.03	10/31/2007
077812	10/31/2007	$63.74	$63.74	10/31/2007
279652	10/31/2007	$74.10	$74.10	10/31/2007
406577	10/31/2007	$9.88	$9.88	10/31/2007
01307A	10/31/2007	$9.39	$9.39	10/31/2007
01307A	10/31/2007	$20.77	$20.77	10/31/2007
01307A	10/31/2007	($8.49)	($8.49)	10/31/2007
01307A	10/31/2007	$9.39	$9.39	10/31/2007
01307A	10/31/2007	($8.49)	($8.49)	10/31/2007
01307A	10/31/2007	$9.39	$9.39	10/31/2007

008934	10/31/2007	$11.28	$11.28	10/31/2007
015337	10/31/2007	$33.18	$33.18	10/31/2007
015337	10/31/2007	$6.84	$6.84	10/31/2007
15337A	10/31/2007	$74.15	$74.15	10/31/2007
02267A	10/31/2007	$128.08	$128.08	10/31/2007
02267A	10/31/2007	$84.32	$84.32	10/31/2007
017891	10/31/2007	$11.64	$11.64	10/31/2007
014483	10/31/2007	$49.03	$49.03	10/31/2007
17785B	10/31/2007	$21.32	$21.32	10/31/2007
218318	10/16/2007	($7.79)	($7.79)	10/31/2007
218318	10/16/2007	$8.69	$8.69	10/31/2007
502201	10/30/2007	$126.30	$126.30	10/31/2007
520367	10/31/2007	$4.98	$4.98	10/31/2007
014647	10/31/2007	$11.28	$11.28	10/31/2007
018063	10/31/2007	$24.04	$24.04	10/31/2007
018063	10/31/2007	$150.07	$150.07	10/31/2007
08732A	10/31/2007	$31.95	$31.95	10/31/2007
08732A	10/31/2007	$33.79	$33.79	10/31/2007
08732A	10/31/2007	$64.62	$64.62	10/31/2007
008732	10/31/2007	$15.69	$15.69	10/31/2007
006996	10/31/2007	$18.21	$18.21	10/31/2007
978292	10/31/2007	$20.85	$20.85	10/31/2007
741100	10/31/2007	$84.47	$84.47	10/31/2007
492198	10/31/2007	$150.07	$150.07	10/31/2007
492198	10/31/2007	$48.46	$48.46	10/31/2007
008162	10/31/2007	$42.35	$42.35	10/31/2007
878277	10/17/2007	$281.45	$281.45	10/31/2007
356120	10/17/2007	$41.98	$41.98	10/31/2007
356120	10/17/2007	$165.87	$165.87	10/31/2007
356120	10/17/2007	($41.08)	($41.08)	10/31/2007
356120	10/17/2007	$41.98	$41.98	10/31/2007
356120	10/17/2007	($41.08)	($41.08)	10/31/2007
356120	10/17/2007	$41.98	$41.98	10/31/2007
356120	10/17/2007	($41.08)	($41.08)	10/31/2007
356120	10/17/2007	$41.98	$41.98	10/31/2007
960102	10/17/2007	$21.35	$21.35	10/31/2007
018422	10/17/2007	$50.42	$50.42	10/31/2007
018422	10/17/2007	$40.98	$40.98	10/31/2007
01748B	10/17/2007	$127.49	$127.49	10/31/2007
01748B	10/17/2007	$11.02	$11.02	10/31/2007
01748B	10/17/2007	$14.51	$14.51	10/31/2007
343183	10/17/2007	$170.20	$170.20	10/31/2007
014695	10/17/2007	$178.79	$178.79	10/31/2007
012359	10/17/2007	$14.69	$14.69	10/31/2007
04259A	10/17/2007	$33.34	$33.34	10/31/2007
018187	10/3/2007	$12.85	$12.85	10/31/2007
018063	10/17/2007	$72.70	$72.70	10/31/2007
753210	10/17/2007	$29.99	$29.99	10/31/2007
009867	10/17/2007	$23.32	$23.32	10/31/2007
008856	10/17/2007	$7.93	$7.93	10/31/2007
008856	10/17/2007	$4.81	$4.81	10/31/2007
008856	10/17/2007	$80.35	$80.35	10/31/2007
758241	10/17/2007	$19.91	$19.91	10/31/2007
02814A	10/17/2007	$53.70	$53.70	10/31/2007
02814A	10/17/2007	$127.50	$127.50	10/31/2007
758241	10/17/2007	$28.45	$28.45	10/31/2007
121930	10/17/2007	$18.21	$18.21	10/31/2007
013624	10/17/2007	$72.05	$72.05	10/31/2007

010803	10/17/2007	$84.20	$84.20	10/31/2007
948444	10/18/2007	$22.65	$22.65	10/31/2007
009699	10/18/2007	$8.78	$8.78	10/31/2007
009699	10/18/2007	$17.31	$17.31	10/31/2007
009699	10/18/2007	$92.35	$92.35	10/31/2007
762210	10/18/2007	$22.15	$22.15	10/31/2007
762210	10/18/2007	$11.86	$11.86	10/31/2007
762210	10/18/2007	$48.93	$48.93	10/31/2007
217921	10/18/2007	$112.78	$112.78	10/31/2007
05339A	10/18/2007	$7.08	$7.08	10/31/2007
013778	10/18/2007	$27.35	$27.35	10/31/2007
014483	10/4/2007	($32.77)	($32.77)	10/31/2007
014483	10/4/2007	$37.51	$37.51	10/31/2007
017141	10/18/2007	$82.59	$82.59	10/31/2007
009201	10/18/2007	$22.03	$22.03	10/31/2007
02814A	10/17/2007	($52.80)	($52.80)	10/31/2007
02814A	10/17/2007	$53.70	$53.70	10/31/2007
02814A	10/17/2007	($126.60)	($126.60)	10/31/2007
02814A	10/17/2007	$127.50	$127.50	10/31/2007
009201	10/18/2007	$127.53	$127.53	10/31/2007
03543D	10/18/2007	$103.29	$103.29	10/31/2007
017168	10/18/2007	$23.26	$23.26	10/31/2007
017168	10/18/2007	$21.07	$21.07	10/31/2007
017168	10/18/2007	$11.53	$11.53	10/31/2007
11230A	10/18/2007	$147.46	$147.46	10/31/2007
11230A	10/18/2007	$52.07	$52.07	10/31/2007
630570	10/18/2007	$369.30	$369.30	10/31/2007
01104A	10/18/2007	$6.31	$6.31	10/31/2007
03329A	10/18/2007	$73.67	$73.67	10/31/2007
015728	10/18/2007	$12.82	$12.82	10/31/2007
707693	10/18/2007	$12.45	$12.45	10/31/2007
707693	10/18/2007	$4.45	$4.45	10/31/2007
646699	10/18/2007	$545.69	$545.69	10/31/2007
017635	10/18/2007	$47.77	$47.77	10/31/2007
012582	8/27/2007	$7.50	$7.50	10/31/2007
12582A	10/18/2007	$103.98	$103.98	10/31/2007
666474	10/18/2007	$78.07	$78.07	10/31/2007
873247	10/19/2007	$64.62	$64.62	10/31/2007
015728	10/20/2007	$33.29	$33.29	10/31/2007
757013	10/20/2007	$8.78	$8.78	10/31/2007
040415	10/20/2007	$14.83	$14.83	10/31/2007
011749	10/20/2007	$7.90	$7.90	10/31/2007
011749	10/20/2007	$33.32	$33.32	10/31/2007
011749	10/20/2007	$75.45	$75.45	10/31/2007
011749	10/20/2007	($74.55)	($74.55)	10/31/2007
011749	10/20/2007	$65.50	$65.50	10/31/2007
540325	10/20/2007	$7.53	$7.53	10/31/2007
540325	10/20/2007	$103.11	$103.11	10/31/2007
007147	10/20/2007	$58.68	$58.68	10/31/2007
007147	10/20/2007	$11.28	$11.28	10/31/2007
007147	10/20/2007	$7.75	$7.75	10/31/2007
568419	10/8/2007	($67.43)	($67.43)	10/31/2007
009427	10/20/2007	$12.85	$12.85	10/31/2007
803839	10/22/2007	$82.10	$82.10	10/31/2007
646699	10/18/2007	($544.79)	($544.79)	10/31/2007
646699	10/18/2007	$545.69	$545.69	10/31/2007
17219C	10/22/2007	$29.69	$29.69	10/31/2007
009138	10/22/2007	$56.64	$56.64	10/31/2007

680265	10/22/2007	$4.45	$4.45	10/31/2007
08429A	10/22/2007	$22.75	$22.75	10/31/2007
08429A	10/22/2007	$67.99	$67.99	10/31/2007
08429A	10/22/2007	$118.87	$118.87	10/31/2007
680265	10/22/2007	($3.55)	($3.55)	10/31/2007
680265	10/22/2007	$8.18	$8.18	10/31/2007
92216A	10/22/2007	$44.58	$44.58	10/31/2007
92216A	10/22/2007	$32.39	$32.39	10/31/2007
891507	10/22/2007	$42.63	$42.63	10/31/2007
904975	10/22/2007	$8.79	$8.79	10/31/2007
904975	10/22/2007	($7.89)	($7.89)	10/31/2007
017941	10/22/2007	$11.19	$11.19	10/31/2007
904975	10/22/2007	$8.79	$8.79	10/31/2007
904975	10/22/2007	($7.89)	($7.89)	10/31/2007
92216A	10/22/2007	($31.49)	($31.49)	10/31/2007
92216A	10/22/2007	$32.39	$32.39	10/31/2007
92216A	10/22/2007	($43.68)	($43.68)	10/31/2007
904975	10/22/2007	$8.79	$8.79	10/31/2007
904975	10/22/2007	($7.89)	($7.89)	10/31/2007
92216A	10/22/2007	$58.37	$58.37	10/31/2007
904975	10/22/2007	$8.79	$8.79	10/31/2007
92216A	10/22/2007	($57.47)	($57.47)	10/31/2007
92216A	10/22/2007	$91.61	$91.61	10/31/2007
012499	10/22/2007	$11.73	$11.73	10/31/2007
017661	10/22/2007	$12.24	$12.24	10/31/2007
017661	10/22/2007	$4.81	$4.81	10/31/2007
017661	10/22/2007	$9.03	$9.03	10/31/2007
02085A	10/22/2007	$158.83	$158.83	10/31/2007
02085A	10/22/2007	$22.69	$22.69	10/31/2007
02085A	10/22/2007	$78.21	$78.21	10/31/2007
009521	10/22/2007	$99.99	$99.99	10/31/2007
009521	10/22/2007	($99.09)	($99.09)	10/31/2007
009521	10/22/2007	$107.22	$107.22	10/31/2007
018067	10/22/2007	$12.85	$12.85	10/31/2007
904975	10/22/2007	($7.89)	($7.89)	10/31/2007
904975	10/22/2007	$14.63	$14.63	10/31/2007
904975	10/22/2007	($13.73)	($13.73)	10/31/2007
02085A	10/22/2007	($77.31)	($77.31)	10/31/2007
018067	10/22/2007	($11.95)	($11.95)	10/31/2007
02085A	10/22/2007	$78.21	$78.21	10/31/2007
018067	10/22/2007	$12.85	$12.85	10/31/2007
008732	10/22/2007	$31.95	$31.95	10/31/2007
018069	10/22/2007	$22.15	$22.15	10/31/2007
11094A	10/22/2007	$19.14	$19.14	10/31/2007
008732	10/22/2007	$121.60	$121.60	10/31/2007
11094A	10/22/2007	$127.49	$127.49	10/31/2007
13012A	10/22/2007	$4.74	$4.74	10/31/2007
008201	10/22/2007	$74.34	$74.34	10/31/2007
008201	10/22/2007	$26.43	$26.43	10/31/2007
018069	10/22/2007	$27.09	$27.09	10/31/2007
02828A	10/22/2007	$18.97	$18.97	10/31/2007
007885	10/22/2007	$127.11	$127.11	10/31/2007
017773	10/23/2007	$146.29	$146.29	10/31/2007
013716	10/23/2007	$49.65	$49.65	10/31/2007
013716	10/23/2007	$39.54	$39.54	10/31/2007
15483A	10/23/2007	$127.49	$127.49	10/31/2007
15483A	10/23/2007	$4.84	$4.84	10/31/2007
15483A	10/23/2007	$116.49	$116.49	10/31/2007

313639	10/23/2007	$88.26	$88.26	10/31/2007
313639	10/23/2007	$94.36	$94.36	10/31/2007
17981A	10/23/2007	$150.02	$150.02	10/31/2007
01403C	10/23/2007	$5.47	$5.47	10/31/2007
07614B	10/23/2007	$5.44	$5.44	10/31/2007
295884	10/23/2007	$16.88	$16.88	10/31/2007
361427	10/23/2007	$120.66	$120.66	10/31/2007
361427	10/23/2007	$289.63	$289.63	10/31/2007
04958A	10/23/2007	$8.95	$8.95	10/31/2007
931365	10/23/2007	$106.74	$106.74	10/31/2007
119054	10/23/2007	$121.11	$121.11	10/31/2007
376107	10/23/2007	$6.45	$6.45	10/31/2007
376107	10/23/2007	($5.55)	($5.55)	10/31/2007
013022	10/23/2007	$22.69	$22.69	10/31/2007
013022	10/23/2007	($21.79)	($21.79)	10/31/2007
013022	10/23/2007	$16.11	$16.11	10/31/2007
376107	10/23/2007	$7.00	$7.00	10/31/2007
865505	10/18/2007	($126.63)	($126.63)	10/31/2007
865505	10/23/2007	$252.11	$252.11	10/31/2007
04919B	10/23/2007	$12.10	$12.10	10/31/2007
17624B	10/23/2007	$19.91	$19.91	10/31/2007
14310C	10/23/2007	$69.77	$69.77	10/31/2007
17624B	10/23/2007	$8.45	$8.45	10/31/2007
14310C	10/23/2007	$9.23	$9.23	10/31/2007
14310C	10/23/2007	$3.63	$3.63	10/31/2007
14483B	10/23/2007	$7.59	$7.59	10/31/2007
14483B	10/23/2007	$18.55	$18.55	10/31/2007
14483B	10/23/2007	$17.47	$17.47	10/31/2007
03715A	10/23/2007	$252.11	$252.11	10/31/2007
14142A	10/2/2007	($60.30)	($60.30)	10/31/2007
01570B	10/24/2007	$35.18	$35.18	10/31/2007
01570B	10/24/2007	($34.28)	($34.28)	10/31/2007
01570B	10/24/2007	$6.31	$6.31	10/31/2007
905029	10/25/2007	$33.41	$33.41	10/31/2007
905029	10/25/2007	$21.34	$21.34	10/31/2007
016155	10/25/2007	$21.32	$21.32	10/31/2007
016155	10/25/2007	$20.19	$20.19	10/31/2007
05108C	10/17/2007	$91.61	$91.61	10/31/2007
973305	10/25/2007	$13.28	$13.28	10/31/2007
589332	10/25/2007	$38.01	$38.01	10/31/2007
324837	10/25/2007	$80.89	$80.89	10/31/2007
324837	10/25/2007	$129.78	$129.78	10/31/2007
411094	10/25/2007	$127.49	$127.49	10/31/2007
411094	10/25/2007	$9.20	$9.20	10/31/2007
11251B	10/25/2007	$14.97	$14.97	10/31/2007
11251B	10/25/2007	$92.65	$92.65	10/31/2007
11251B	10/25/2007	($91.75)	($91.75)	10/31/2007
11251B	10/25/2007	$47.80	$47.80	10/31/2007
012126	10/25/2007	$8.79	$8.79	10/31/2007
012126	10/25/2007	$17.31	$17.31	10/31/2007
016934	10/25/2007	$4.45	$4.45	10/31/2007
973305	10/25/2007	$149.74	$149.74	10/31/2007
567433	10/25/2007	$21.30	$21.30	10/31/2007
457224	10/25/2007	$147.46	$147.46	10/31/2007
457224	10/25/2007	$29.76	$29.76	10/31/2007
012126	10/25/2007	($7.89)	($7.89)	10/31/2007
017985	10/25/2007	$21.60	$21.60	10/31/2007
017985	10/25/2007	$3.92	$3.92	10/31/2007

012126	10/25/2007	$82.23	$82.23	10/31/2007
012359	10/25/2007	$16.81	$16.81	10/31/2007
012359	10/25/2007	$5.55	$5.55	10/31/2007
014658	10/26/2007	$24.19	$24.19	10/31/2007
014658	10/26/2007	$6.20	$6.20	10/31/2007
014658	10/26/2007	($5.30)	($5.30)	10/31/2007
014658	10/26/2007	$48.85	$48.85	10/31/2007
014658	10/26/2007	$21.78	$21.78	10/31/2007
082968	10/26/2007	$164.44	$164.44	10/31/2007
082968	10/26/2007	$10.77	$10.77	10/31/2007
787451	10/26/2007	$20.96	$20.96	10/31/2007
787451	10/26/2007	$6.44	$6.44	10/31/2007
008317	10/26/2007	$42.27	$42.27	10/31/2007
02409A	10/26/2007	$95.46	$95.46	10/31/2007
16539F	10/26/2007	$47.92	$47.92	10/31/2007
18349A	10/26/2007	$102.72	$102.72	10/31/2007
16539F	10/26/2007	$22.97	$22.97	10/31/2007
04799A	10/26/2007	$134.26	$134.26	10/31/2007
16539E	10/26/2007	$113.95	$113.95	10/31/2007
16539E	10/26/2007	$9.94	$9.94	10/31/2007
294886	10/26/2007	$233.24	$233.24	10/31/2007
011643	10/26/2007	$49.54	$49.54	10/31/2007
22310A	10/26/2007	$84.30	$84.30	10/31/2007
22310A	10/26/2007	$77.89	$77.89	10/31/2007
012487	10/26/2007	$22.75	$22.75	10/31/2007
16539B	10/26/2007	$10.28	$10.28	10/31/2007
16539B	10/26/2007	$6.03	$6.03	10/31/2007
16539C	10/26/2007	$20.11	$20.11	10/31/2007
16539D	10/26/2007	$22.97	$22.97	10/31/2007
16539D	10/26/2007	$17.47	$17.47	10/31/2007
16734A	10/26/2007	$17.31	$17.31	10/31/2007
011823	10/26/2007	$73.08	$73.08	10/31/2007
018319	10/26/2007	$63.19	$63.19	10/31/2007
016289	10/26/2007	$22.26	$22.26	10/31/2007
018319	10/26/2007	$12.85	$12.85	10/31/2007
016289	10/26/2007	$7.89	$7.89	10/31/2007
016289	10/26/2007	$80.58	$80.58	10/31/2007
16289A	10/26/2007	$14.86	$14.86	10/31/2007
16289A	10/26/2007	$39.25	$39.25	10/31/2007
16289A	10/26/2007	$60.95	$60.95	10/31/2007
401951	10/26/2007	$8.78	$8.78	10/31/2007
016334	10/26/2007	$49.60	$49.60	10/31/2007
017701	10/26/2007	$9.83	$9.83	10/31/2007
007367	10/26/2007	$56.64	$56.64	10/31/2007
822075	10/26/2007	$80.35	$80.35	10/31/2007
16539C	10/26/2007	$83.48	$83.48	10/31/2007
16539B	10/26/2007	$91.61	$91.61	10/31/2007
017931	10/26/2007	$17.43	$17.43	10/31/2007
017931	10/26/2007	$33.41	$33.41	10/31/2007
16539D	10/26/2007	$46.03	$46.03	10/31/2007
16289A	10/26/2007	($13.96)	($13.96)	10/31/2007
294886	10/26/2007	$463.53	$463.53	10/31/2007
011334	10/31/2007	$131.16	$131.16	10/31/2007
012819	10/31/2007	$127.11	$127.11	10/31/2007
04611A	10/31/2007	$28.03	$28.03	10/31/2007
013749	10/31/2007	$10.00	$10.00	10/31/2007
017110	10/31/2007	$5.35	$5.35	10/31/2007
013749	10/31/2007	$4.45	$4.45	10/31/2007

012030	10/31/2007	$76.99	$76.99	10/31/2007
012030	10/31/2007	$124.45	$124.45	10/31/2007
012030	10/31/2007	$103.67	$103.67	10/31/2007
008312	10/31/2007	$50.13	$50.13	10/31/2007
069404	10/31/2007	$9.34	$9.34	10/31/2007
069404	10/31/2007	$4.60	$4.60	10/31/2007
767451	10/31/2007	$9.30	$9.30	10/31/2007
767451	10/31/2007	$27.68	$27.68	10/31/2007
013716	10/31/2007	$33.29	$33.29	10/31/2007
294886	10/26/2007	($232.34)	($232.34)	10/31/2007
017245	10/25/2007	$20.54	$20.54	10/31/2007
017245	10/25/2007	$6.44	$6.44	10/31/2007
017245	10/25/2007	$4.85	$4.85	10/31/2007
17109B	10/25/2007	$89.68	$89.68	10/31/2007
012338	10/25/2007	$49.05	$49.05	10/31/2007
008680	11/5/2007	$5.10	$5.10	11/15/2007
769592	11/3/2007	($36.58)	($36.58)	11/15/2007
805916	11/5/2007	$245.27	$245.27	11/15/2007
769592	11/3/2007	$36.67	$36.67	11/15/2007
015978	11/5/2007	$103.67	$103.67	11/15/2007
06916A	11/5/2007	$127.53	$127.53	11/15/2007
06916A	11/5/2007	$12.11	$12.11	11/15/2007
16289B	11/5/2007	$78.07	$78.07	11/15/2007
014767	11/5/2007	$22.23	$22.23	11/15/2007
014767	11/5/2007	$26.59	$26.59	11/15/2007
014767	11/5/2007	$71.70	$71.70	11/15/2007
006916	11/5/2007	$66.36	$66.36	11/15/2007
006916	11/5/2007	$9.25	$9.25	11/15/2007
891507	11/5/2007	$42.01	$42.01	11/15/2007
13450A	11/5/2007	$24.36	$24.36	11/15/2007
16289B	11/5/2007	$30.80	$30.80	11/15/2007
013236	11/5/2007	$177.79	$177.79	11/15/2007
013236	11/5/2007	$409.72	$409.72	11/15/2007
016894	11/1/2007	$29.99	$29.99	11/15/2007
016894	11/1/2007	$6.61	$6.61	11/15/2007
008154	11/1/2007	$24.37	$24.37	11/15/2007
04151A	11/1/2007	$74.01	$74.01	11/15/2007
477212	11/1/2007	$143.44	$143.44	11/15/2007
477212	11/1/2007	$8.79	$8.79	11/15/2007
302251	11/1/2007	($17.22)	($17.22)	11/15/2007
302251	11/1/2007	$18.12	$18.12	11/15/2007
17981A	11/2/2007	$80.35	$80.35	11/15/2007
014574	11/2/2007	$31.88	$31.88	11/15/2007
014574	11/2/2007	$21.60	$21.60	11/15/2007
16401A	11/2/2007	$21.09	$21.09	11/15/2007
017363	11/2/2007	$42.43	$42.43	11/15/2007
11094A	11/2/2007	$105.74	$105.74	11/15/2007
017696	11/2/2007	$22.03	$22.03	11/15/2007
017696	11/2/2007	$78.19	$78.19	11/15/2007
017696	11/2/2007	$33.07	$33.07	11/15/2007
012487	11/2/2007	$36.63	$36.63	11/15/2007
012216	11/2/2007	$110.25	$110.25	11/15/2007
017109	11/2/2007	$37.91	$37.91	11/15/2007
06623B	11/2/2007	$33.47	$33.47	11/15/2007
006871	11/2/2007	$126.30	$126.30	11/15/2007
976341	11/2/2007	$14.83	$14.83	11/15/2007
290025	11/2/2007	$10.60	$10.60	11/15/2007
290025	11/2/2007	$4.91	$4.91	11/15/2007

006871	11/2/2007	$94.82	$94.82	11/15/2007
006871	11/2/2007	$193.69	$193.69	11/15/2007
017966	11/2/2007	$20.91	$20.91	11/15/2007
151891	11/2/2007	$289.64	$289.64	11/15/2007
015945	11/2/2007	$253.26	$253.26	11/15/2007
010540	11/2/2007	$6.96	$6.96	11/15/2007
017792	11/2/2007	$8.56	$8.56	11/15/2007
017966	11/2/2007	$21.05	$21.05	11/15/2007
13397C	11/2/2007	$23.78	$23.78	11/15/2007
028560	11/2/2007	$10.12	$10.12	11/15/2007
028560	11/2/2007	$112.77	$112.77	11/15/2007
014511	10/31/2007	$17.53	$17.53	10/31/2007
011120	10/31/2007	$4.90	$4.90	10/31/2007
011120	10/31/2007	$27.45	$27.45	10/31/2007
609814	10/31/2007	$21.34	$21.34	10/31/2007
03836B	10/31/2007	$54.83	$54.83	10/31/2007
609814	10/31/2007	$21.02	$21.02	10/31/2007
960102	10/31/2007	$22.22	$22.22	10/31/2007
960102	10/31/2007	$25.30	$25.30	10/31/2007
960102	10/31/2007	$12.80	$12.80	10/31/2007
838256	10/31/2007	$72.05	$72.05	10/31/2007
838256	10/31/2007	$6.17	$6.17	10/31/2007
013749	10/31/2007	$78.74	$78.74	10/31/2007
18023C	10/31/2007	$17.47	$17.47	10/31/2007
18023C	10/31/2007	$9.37	$9.37	10/31/2007
18023C	10/31/2007	$31.32	$31.32	10/31/2007
017092	10/31/2007	$51.28	$51.28	10/31/2007
18023B	10/31/2007	$5.30	$5.30	10/31/2007
011927	10/31/2007	$5.79	$5.79	10/31/2007
730662	10/31/2007	$62.96	$62.96	10/31/2007
730662	10/31/2007	$80.32	$80.32	10/31/2007
017039	10/31/2007	$33.29	$33.29	10/31/2007
017039	10/31/2007	$10.82	$10.82	10/31/2007
017039	10/31/2007	$18.97	$18.97	10/31/2007
017411	10/31/2007	$25.72	$25.72	10/31/2007
403283	10/31/2007	$25.30	$25.30	10/31/2007
403283	10/31/2007	$22.64	$22.64	10/31/2007
010286	10/31/2007	$48.92	$48.92	10/31/2007
18023C	10/31/2007	($8.47)	($8.47)	10/31/2007
18023C	10/31/2007	$12.57	$12.57	10/31/2007
489141	10/31/2007	$146.29	$146.29	10/31/2007
489141	10/31/2007	$320.22	$320.22	10/31/2007
217493	10/31/2007	$9.82	$9.82	10/31/2007
02796A	10/31/2007	$103.11	$103.11	10/31/2007
02796A	10/31/2007	$4.74	$4.74	10/31/2007
02796A	10/31/2007	$3.29	$3.29	10/31/2007
906256	10/31/2007	$147.46	$147.46	10/31/2007
217493	10/31/2007	($8.92)	($8.92)	10/31/2007
217493	10/31/2007	$11.19	$11.19	10/31/2007
011120	10/31/2007	$88.32	$88.32	10/31/2007
457224	10/31/2007	$29.28	$29.28	10/31/2007
009005	10/31/2007	$111.42	$111.42	10/31/2007
009005	10/31/2007	$80.54	$80.54	10/31/2007
013467	10/31/2007	$78.84	$78.84	10/31/2007
012743	10/31/2007	$8.82	$8.82	10/31/2007
503329	10/31/2007	$68.61	$68.61	10/31/2007
503329	10/31/2007	($67.71)	($67.71)	10/31/2007
503329	10/31/2007	$68.65	$68.65	10/31/2007

04611A	10/31/2007	$43.92	$43.92	10/31/2007
18023B	10/31/2007	$19.59	$19.59	10/31/2007
948444	10/31/2007	$49.65	$49.65	10/31/2007
948444	10/31/2007	$27.70	$27.70	10/31/2007
236171	10/31/2007	$7.53	$7.53	10/31/2007
132066	10/31/2007	$4.45	$4.45	10/31/2007
12743B	10/31/2007	$264.03	$264.03	10/31/2007
01889B	10/31/2007	$49.65	$49.65	10/31/2007
464693	10/31/2007	$22.65	$22.65	10/31/2007
464693	10/31/2007	$15.69	$15.69	10/31/2007
107123	11/1/2007	$4.45	$4.45	11/15/2007
16303D	11/6/2007	$31.99	$31.99	11/15/2007
16303D	11/6/2007	$7.47	$7.47	11/15/2007
007281	11/6/2007	$19.35	$19.35	11/15/2007
018314	11/6/2007	$63.26	$63.26	11/15/2007
583956	11/6/2007	$4.35	$4.35	11/15/2007
865505	11/2/2007	$19.15	$19.15	11/15/2007
018001	11/5/2007	$21.04	$21.04	11/15/2007
018001	11/5/2007	$21.07	$21.07	11/15/2007
018001	11/5/2007	$23.03	$23.03	11/15/2007
017985	11/5/2007	$7.95	$7.95	11/15/2007
017985	11/5/2007	$21.73	$21.73	11/15/2007
450570	11/5/2007	$30.00	$30.00	11/15/2007
117016	11/5/2007	$129.78	$129.78	11/15/2007
009687	11/5/2007	$29.45	$29.45	11/15/2007
104653	11/5/2007	$14.48	$14.48	11/15/2007
820015	11/5/2007	$58.94	$58.94	11/15/2007
820015	11/5/2007	$19.44	$19.44	11/15/2007
104653	11/5/2007	$50.13	$50.13	11/15/2007
820015	11/5/2007	($18.54)	($18.54)	11/15/2007
820015	11/5/2007	$19.44	$19.44	11/15/2007
014088	11/5/2007	$82.10	$82.10	11/15/2007
070713	11/5/2007	$21.25	$21.25	11/15/2007
13624A	11/5/2007	$7.51	$7.51	11/15/2007
016079	11/5/2007	$56.29	$56.29	11/15/2007
171363	11/5/2007	$54.12	$54.12	11/15/2007
507328	11/5/2007	$21.34	$21.34	11/15/2007
007782	11/5/2007	$108.59	$108.59	11/15/2007
007782	11/5/2007	$5.33	$5.33	11/15/2007
007782	11/5/2007	$22.65	$22.65	11/15/2007
014994	11/5/2007	$8.78	$8.78	11/15/2007
014994	11/5/2007	$5.55	$5.55	11/15/2007
014994	11/5/2007	$4.45	$4.45	11/15/2007
014994	11/5/2007	($4.65)	($4.65)	11/15/2007
014994	11/5/2007	$5.55	$5.55	11/15/2007
05339A	11/5/2007	$5.35	$5.35	11/15/2007
3031	10/29/2007	$6.44	$6.44	10/31/2007
3031	10/29/2007	($5.54)	($5.54)	10/31/2007
3031	10/29/2007	$6.44	$6.44	10/31/2007
3031	10/29/2007	$113.31	$113.31	10/31/2007
3686	10/23/2007	$44.55	$44.55	10/31/2007
3203	10/23/2007	$4.98	$4.98	10/31/2007
3203	10/23/2007	$24.36	$24.36	10/31/2007
3438	10/16/2007	$25.90	$25.90	10/31/2007
3438	10/16/2007	$103.98	$103.98	10/31/2007
3438	10/16/2007	$27.11	$27.11	10/31/2007
3779	10/17/2007	$6.91	$6.91	10/31/2007
3393	10/19/2007	$30.95	$30.95	10/31/2007

3405	10/22/2007	$27.90	$27.90	10/31/2007
3405	10/22/2007	$94.36	$94.36	10/31/2007
3554	10/22/2007	$7.12	$7.12	10/31/2007
3554	10/22/2007	($6.22)	($6.22)	10/31/2007
3554	10/22/2007	$4.41	$4.41	10/31/2007
3357	10/23/2007	$21.35	$21.35	10/31/2007
3357	10/23/2007	$4.12	$4.12	10/31/2007
3104	10/25/2007	$25.72	$25.72	10/31/2007
3104	10/25/2007	$35.88	$35.88	10/31/2007
3943	10/26/2007	$11.28	$11.28	10/31/2007
3942	10/26/2007	$5.10	$5.10	10/31/2007
3942	10/26/2007	$73.08	$73.08	10/31/2007
3942	10/26/2007	$22.59	$22.59	10/31/2007
3516	10/16/2007	$12.35	$12.35	10/31/2007
3516	10/16/2007	$87.08	$87.08	10/31/2007
3734	10/17/2007	$14.37	$14.37	10/31/2007
3734	10/17/2007	$9.97	$9.97	10/31/2007
3734	10/17/2007	$219.29	$219.29	10/31/2007
3322	10/31/2007	$37.65	$37.65	10/31/2007
3170	10/31/2007	$8.49	$8.49	10/31/2007
3170	10/31/2007	$16.25	$16.25	10/31/2007
3170	10/31/2007	($15.35)	($15.35)	10/31/2007
3170	10/31/2007	$13.08	$13.08	10/31/2007
3170	10/31/2007	($12.18)	($12.18)	10/31/2007
3170	10/31/2007	$13.08	$13.08	10/31/2007
3170	10/31/2007	($12.18)	($12.18)	10/31/2007
3554	10/17/2007	$105.59	$105.59	10/31/2007
3493	10/22/2007	$3.90	$3.90	10/31/2007
3493	10/22/2007	$20.53	$20.53	10/31/2007
3493	10/22/2007	$21.50	$21.50	10/31/2007
3978	10/19/2007	$6.17	$6.17	10/31/2007
3978	10/19/2007	$7.75	$7.75	10/31/2007
3188	10/22/2007	$6.31	$6.31	10/31/2007
3188	10/22/2007	$16.88	$16.88	10/31/2007
3035	10/22/2007	$8.78	$8.78	10/31/2007
3553	10/22/2007	$6.90	$6.90	10/31/2007
3035	10/22/2007	($7.88)	($7.88)	10/31/2007
3035	10/22/2007	$47.80	$47.80	10/31/2007
3553	10/22/2007	$7.70	$7.70	10/31/2007
3553	10/22/2007	$9.43	$9.43	10/31/2007
3553	10/22/2007	($8.53)	($8.53)	10/31/2007
3364	10/25/2007	$22.75	$22.75	10/31/2007
3364	10/25/2007	$77.21	$77.21	10/31/2007
3322	10/31/2007	$113.31	$113.31	10/31/2007
3322	10/31/2007	$17.05	$17.05	10/31/2007
3450	10/31/2007	$78.64	$78.64	10/31/2007
3440	10/25/2007	$140.17	$140.17	10/31/2007
3385	11/2/2007	$8.73	$8.73	11/15/2007
3501	11/2/2007	$172.30	$172.30	11/15/2007
3863	11/5/2007	$12.36	$12.36	11/15/2007
3204	11/5/2007	$7.93	$7.93	11/15/2007
3204	11/5/2007	$35.40	$35.40	11/15/2007
3214	11/8/2007	$59.88	$59.88	11/15/2007
3214	11/8/2007	$7.25	$7.25	11/15/2007
3739	11/6/2007	$11.20	$11.20	11/15/2007
3739	11/6/2007	$170.20	$170.20	11/15/2007
3739	11/6/2007	$73.08	$73.08	11/15/2007
3863	11/6/2007	$8.78	$8.78	11/15/2007

3863	11/6/2007	$11.73	$11.73	11/15/2007
3322	11/8/2007	$105.50	$105.50	11/15/2007
3364	11/8/2007	$14.34	$14.34	11/15/2007
3678	11/8/2007	$23.40	$23.40	11/15/2007
013236	11/5/2007	$32.20	$32.20	11/15/2007
017789	11/5/2007	$12.85	$12.85	11/15/2007
017789	11/5/2007	$8.79	$8.79	11/15/2007
17789B	11/5/2007	$6.96	$6.96	11/15/2007
17789B	11/5/2007	$7.90	$7.90	11/15/2007
905174	11/5/2007	$61.64	$61.64	11/15/2007
015814	11/5/2007	$12.08	$12.08	11/15/2007
910461	11/5/2007	$8.45	$8.45	11/15/2007
010977	11/6/2007	($11.95)	($11.95)	11/15/2007
010977	11/6/2007	$12.85	$12.85	11/15/2007
487094	11/6/2007	$56.29	$56.29	11/15/2007
487094	11/6/2007	$4.45	$4.45	11/15/2007
014460	11/6/2007	$10.77	$10.77	11/15/2007
014460	11/6/2007	$252.03	$252.03	11/15/2007
010977	11/6/2007	($103.91)	($103.91)	11/15/2007
010977	11/6/2007	$104.81	$104.81	11/15/2007
017172	11/6/2007	$189.13	$189.13	11/15/2007
007281	11/6/2007	$22.49	$22.49	11/15/2007
007281	11/6/2007	$8.73	$8.73	11/15/2007
07281A	11/6/2007	$33.32	$33.32	11/15/2007
009521	11/7/2007	$274.15	$274.15	11/15/2007
009521	11/8/2007	$396.93	$396.93	11/15/2007
009521	11/7/2007	$5.44	$5.44	11/15/2007
009521	11/7/2007	($4.54)	($4.54)	11/15/2007
16803A	11/7/2007	$33.79	$33.79	11/15/2007
16803A	11/7/2007	($32.89)	($32.89)	11/15/2007
16300A	11/8/2007	$27.33	$27.33	11/15/2007
645800	11/8/2007	$13.15	$13.15	11/15/2007
14869A	11/8/2007	$14.97	$14.97	11/15/2007
012982	11/8/2007	$26.26	$26.26	11/15/2007
583956	11/6/2007	$108.14	$108.14	11/15/2007
012565	10/31/2007	$24.57	$24.57	11/15/2007
012565	10/31/2007	$10.97	$10.97	11/15/2007
017867	11/6/2007	$57.03	$57.03	11/15/2007
017867	11/6/2007	$26.43	$26.43	11/15/2007
017867	11/6/2007	$15.67	$15.67	11/15/2007
012565	10/31/2007	$21.60	$21.60	11/15/2007
017867	11/6/2007	($56.13)	($56.13)	11/15/2007
017867	11/6/2007	$57.03	$57.03	11/15/2007
017867	11/6/2007	($25.53)	($25.53)	11/15/2007
017867	11/6/2007	$26.43	$26.43	11/15/2007
01748B	11/6/2007	$33.75	$33.75	11/15/2007
01748B	11/6/2007	$14.86	$14.86	11/15/2007
016303	11/6/2007	$50.13	$50.13	11/15/2007
211673	11/6/2007	$26.65	$26.65	11/15/2007
17867B	11/6/2007	$4.21	$4.21	11/15/2007
015978	11/6/2007	$54.12	$54.12	11/15/2007
17867B	11/6/2007	$5.29	$5.29	11/15/2007
17867B	11/6/2007	$56.60	$56.60	11/15/2007
44287A	11/6/2007	$58.74	$58.74	11/15/2007
211673	11/6/2007	$21.65	$21.65	11/15/2007
203066	11/6/2007	$84.32	$84.32	11/15/2007
203066	11/6/2007	$141.56	$141.56	11/15/2007
16303C	11/6/2007	$7.12	$7.12	11/15/2007

05108B	11/6/2007	$9.53	$9.53	11/15/2007
05108B	11/6/2007	$49.60	$49.60	11/15/2007
017411	11/6/2007	$24.36	$24.36	11/15/2007
013999	11/6/2007	$72.25	$72.25	11/15/2007
008741	11/1/2007	$5.92	$5.92	11/15/2007
302251	11/1/2007	$178.78	$178.78	11/15/2007
302251	11/1/2007	$78.74	$78.74	11/15/2007
708587	11/1/2007	$117.70	$117.70	11/15/2007
352973	11/1/2007	$64.62	$64.62	11/15/2007
014239	11/1/2007	$7.54	$7.54	11/15/2007
014239	11/1/2007	$6.31	$6.31	11/15/2007
014239	11/1/2007	$5.60	$5.60	11/15/2007
352973	11/1/2007	$14.83	$14.83	11/15/2007
11765C	11/1/2007	$9.13	$9.13	11/15/2007
11765C	11/1/2007	($8.23)	($8.23)	11/15/2007
11765C	11/1/2007	$8.51	$8.51	11/15/2007
352973	11/1/2007	($63.72)	($63.72)	11/15/2007
352973	11/1/2007	$66.36	$66.36	11/15/2007
279652	11/1/2007	$5.98	$5.98	11/15/2007
279652	11/1/2007	$64.11	$64.11	11/15/2007
904975	11/1/2007	$11.86	$11.86	11/15/2007
904975	11/1/2007	$73.80	$73.80	11/15/2007
535953	11/1/2007	$149.75	$149.75	11/15/2007
535953	11/1/2007	$54.85	$54.85	11/15/2007
013999	11/6/2007	($71.35)	($71.35)	11/15/2007
013999	11/6/2007	$72.25	$72.25	11/15/2007
013999	11/6/2007	($71.35)	($71.35)	11/15/2007
013999	11/6/2007	$72.25	$72.25	11/15/2007
013999	11/6/2007	($71.35)	($71.35)	11/15/2007
013999	11/6/2007	$72.25	$72.25	11/15/2007
12808D	11/6/2007	$185.98	$185.98	11/15/2007
12808D	11/6/2007	$7.47	$7.47	11/15/2007
12808D	11/6/2007	$27.70	$27.70	11/15/2007
12808D	11/6/2007	($26.80)	($26.80)	11/15/2007
12808D	11/6/2007	$39.25	$39.25	11/15/2007
12808D	11/6/2007	($6.57)	($6.57)	11/15/2007
12808D	11/6/2007	$4.58	$4.58	11/15/2007
04919C	11/8/2007	$31.61	$31.61	11/15/2007
03710B	11/8/2007	$64.64	$64.64	11/15/2007
03710B	11/8/2007	$87.08	$87.08	11/15/2007
03710B	11/8/2007	$22.03	$22.03	11/15/2007
03710B	11/8/2007	($63.74)	($63.74)	11/15/2007
03710B	11/8/2007	$64.62	$64.62	11/15/2007
17079A	10/27/2007	($20.53)	($20.53)	11/15/2007
085364	11/8/2007	$12.55	$12.55	11/15/2007
13596A	11/8/2007	$11.28	$11.28	11/15/2007
135661	11/5/2007	$11.28	$11.28	11/15/2007
135661	11/5/2007	$7.56	$7.56	11/15/2007
009521	11/8/2007	$18.47	$18.47	11/15/2007
16803A	11/8/2007	$44.48	$44.48	11/15/2007
16803A	11/8/2007	$94.36	$94.36	11/15/2007
007967	11/8/2007	$7.89	$7.89	11/15/2007
085364	11/8/2007	$177.79	$177.79	11/15/2007
085364	11/8/2007	$77.45	$77.45	11/15/2007
16803A	11/8/2007	$137.85	$137.85	11/15/2007
14869A	11/8/2007	$20.71	$20.71	11/15/2007
502201	11/8/2007	$163.91	$163.91	11/15/2007
012982	11/8/2007	$73.08	$73.08	11/15/2007

520154	11/8/2007	$36.70	$36.70	11/15/2007
502201	11/8/2007	$8.40	$8.40	11/15/2007
502201	11/8/2007	$7.51	$7.51	11/15/2007
08896A	11/8/2007	$83.95	$83.95	11/15/2007
604241	11/8/2007	($42.55)	($42.55)	11/15/2007
604241	11/8/2007	$43.45	$43.45	11/15/2007
609409	11/8/2007	$5.52	$5.52	11/15/2007
01603B	11/8/2007	$39.87	$39.87	11/15/2007
017141	11/8/2007	$63.97	$63.97	11/15/2007
017141	11/8/2007	$54.93	$54.93	11/15/2007
017411	11/8/2007	$140.17	$140.17	11/15/2007
017411	11/8/2007	$12.85	$12.85	11/15/2007
546921	11/8/2007	$4.85	$4.85	11/15/2007
546921	11/8/2007	$20.74	$20.74	11/15/2007
017847	11/8/2007	$6.96	$6.96	11/15/2007
017847	11/8/2007	$14.86	$14.86	11/15/2007
017847	11/8/2007	$5.83	$5.83	11/15/2007
804761	11/8/2007	$4.88	$4.88	11/15/2007
008365	11/8/2007	$49.65	$49.65	11/15/2007
008365	11/8/2007	$31.95	$31.95	11/15/2007
01104A	11/8/2007	$92.89	$92.89	11/15/2007
008365	11/8/2007	$187.40	$187.40	11/15/2007
158445	11/8/2007	$127.53	$127.53	11/15/2007
009417	11/8/2007	$134.04	$134.04	11/15/2007
009417	11/8/2007	$12.55	$12.55	11/15/2007
04958A	11/8/2007	$30.59	$30.59	11/15/2007
008365	11/8/2007	($31.05)	($31.05)	11/15/2007
3678	11/8/2007	$22.15	$22.15	11/15/2007
3678	11/8/2007	$6.53	$6.53	11/15/2007
3661	11/1/2007	$18.97	$18.97	11/15/2007
3661	11/1/2007	$4.84	$4.84	11/15/2007
3661	11/1/2007	$11.53	$11.53	11/15/2007
3554	11/5/2007	$26.75	$26.75	11/15/2007
3739	11/6/2007	($72.18)	($72.18)	11/15/2007
3739	11/7/2007	$108.14	$108.14	11/15/2007
3984	11/7/2007	$21.32	$21.32	11/15/2007
3984	11/7/2007	$33.97	$33.97	11/15/2007
3495	11/8/2007	$3.90	$3.90	11/15/2007
3495	11/8/2007	$24.04	$24.04	11/15/2007
3554	11/8/2007	$14.83	$14.83	11/15/2007
3554	11/8/2007	$9.88	$9.88	11/15/2007
3393	11/12/2007	$52.22	$52.22	11/15/2007
3189	11/13/2007	$101.62	$101.62	11/15/2007
3189	11/13/2007	$10.00	$10.00	11/15/2007
3788	11/14/2007	$69.95	$69.95	11/15/2007
3713	11/14/2007	$77.44	$77.44	11/15/2007
3393	11/5/2007	$127.53	$127.53	11/15/2007
3393	11/5/2007	$5.37	$5.37	11/15/2007
3393	11/5/2007	($4.47)	($4.47)	11/15/2007
3393	11/5/2007	$5.37	$5.37	11/15/2007
3393	11/5/2007	($126.63)	($126.63)	11/15/2007
3393	11/5/2007	$127.53	$127.53	11/15/2007
3393	11/5/2007	($4.47)	($4.47)	11/15/2007
3393	11/5/2007	$5.37	$5.37	11/15/2007
3516	11/6/2007	$17.05	$17.05	11/15/2007
3211	11/6/2007	$27.70	$27.70	11/15/2007
3211	11/6/2007	$3.49	$3.49	11/15/2007
3211	11/6/2007	$20.59	$20.59	11/15/2007

3211	11/6/2007	($2.59)	($2.59)	11/15/2007
3211	11/6/2007	$4.03	$4.03	11/15/2007
3357	10/23/2007	($3.22)	($3.22)	11/15/2007
3357	10/23/2007	($20.45)	($20.45)	11/15/2007
3436	11/6/2007	$6.65	$6.65	11/15/2007
3733	11/7/2007	$14.42	$14.42	11/15/2007
3733	11/7/2007	$80.72	$80.72	11/15/2007
3733	11/7/2007	$94.44	$94.44	11/15/2007
3788	11/9/2007	$24.11	$24.11	11/15/2007
3008	11/1/2007	$5.37	$5.37	11/15/2007
3008	11/1/2007	$5.62	$5.62	11/15/2007
3404	11/2/2007	$10.87	$10.87	11/15/2007
3039	11/10/2007	$31.26	$31.26	11/15/2007
3501	11/12/2007	$6.91	$6.91	11/15/2007
3665	11/15/2007	$26.45	$26.45	11/15/2007
3848	11/15/2007	$18.21	$18.21	11/15/2007
3450	10/31/2007	($77.74)	($77.74)	11/15/2007
3035	11/7/2007	$8.78	$8.78	11/15/2007
3788	11/9/2007	$62.85	$62.85	11/15/2007
3239	11/9/2007	$31.95	$31.95	11/15/2007
3239	11/9/2007	$187.40	$187.40	11/15/2007
3239	11/9/2007	$57.19	$57.19	11/15/2007
3438	11/12/2007	$144.39	$144.39	11/15/2007
3438	11/12/2007	$37.38	$37.38	11/15/2007
3438	11/12/2007	$46.32	$46.32	11/15/2007
3713	11/13/2007	$28.99	$28.99	11/15/2007
3594	11/12/2007	$20.77	$20.77	11/15/2007
3708	11/13/2007	$55.54	$55.54	11/15/2007
3708	11/13/2007	$12.55	$12.55	11/15/2007
3033	11/13/2007	$15.03	$15.03	11/15/2007
3033	11/12/2007	$10.00	$10.00	11/15/2007
3033	11/13/2007	$17.78	$17.78	11/15/2007
3466	11/14/2007	$12.56	$12.56	11/15/2007
3466	11/14/2007	$12.85	$12.85	11/15/2007
3708	11/14/2007	$32.20	$32.20	11/15/2007
3713	11/14/2007	$87.81	$87.81	11/15/2007
3713	11/14/2007	$53.07	$53.07	11/15/2007
3713	11/14/2007	($52.17)	($52.17)	11/15/2007
3848	11/15/2007	$91.66	$91.66	11/15/2007
3848	11/15/2007	$118.87	$118.87	11/15/2007
3405	11/28/2007	$27.90	$27.90	11/30/2007
3405	11/28/2007	$94.36	$94.36	11/30/2007
3513	11/16/2007	$27.70	$27.70	11/30/2007
3513	11/16/2007	$29.77	$29.77	11/30/2007
3466	11/17/2007	$62.33	$62.33	11/30/2007
3493	11/20/2007	$20.53	$20.53	11/30/2007
3493	11/20/2007	$3.90	$3.90	11/30/2007
3493	11/20/2007	$21.50	$21.50	11/30/2007
3065	11/30/2007	$83.43	$83.43	11/30/2007
3065	11/30/2007	$65.77	$65.77	11/30/2007
3065	11/30/2007	$5.53	$5.53	11/30/2007
3322	11/27/2007	$84.24	$84.24	11/30/2007
3322	11/27/2007	$8.86	$8.86	11/30/2007
3501	11/19/2007	$16.88	$16.88	11/30/2007
3392	11/27/2007	$11.28	$11.28	11/30/2007
3392	11/27/2007	$4.34	$4.34	11/30/2007
3511	11/30/2007	$4.50	$4.50	11/30/2007
3511	11/30/2007	$4.78	$4.78	11/30/2007

3510	11/30/2007	$146.29	$146.29	11/30/2007
3189	11/20/2007	$105.05	$105.05	11/30/2007
3341	11/20/2007	$6.56	$6.56	11/30/2007
3008	11/1/2007	($4.72)	($4.72)	11/30/2007
3008	11/1/2007	($4.47)	($4.47)	11/30/2007
3709	11/27/2007	$90.96	$90.96	11/30/2007
3092	11/27/2007	$11.28	$11.28	11/30/2007
3092	11/27/2007	$25.74	$25.74	11/30/2007
3092	11/27/2007	$50.13	$50.13	11/30/2007
3987	11/27/2007	$118.87	$118.87	11/30/2007
3516	11/29/2007	$17.05	$17.05	11/30/2007
3516	11/29/2007	$87.08	$87.08	11/30/2007
3942	11/30/2007	$7.02	$7.02	11/30/2007
3097	11/30/2007	$24.04	$24.04	11/30/2007
3097	11/30/2007	$57.06	$57.06	11/30/2007
3177	11/20/2007	$24.17	$24.17	11/30/2007
3440	11/20/2007	$20.47	$20.47	11/30/2007
3788	11/14/2007	($69.05)	($69.05)	11/30/2007
3788	11/28/2007	$58.70	$58.70	11/30/2007
3594	11/29/2007	$5.94	$5.94	11/30/2007
3927	11/29/2007	$11.09	$11.09	11/30/2007
3927	11/29/2007	$8.46	$8.46	11/30/2007
3298	11/28/2007	$6.62	$6.62	12/15/2007
3298	11/28/2007	$14.16	$14.16	12/15/2007
008365	11/8/2007	$27.04	$27.04	11/15/2007
804761	11/8/2007	$25.98	$25.98	11/15/2007
477212	11/1/2007	$91.66	$91.66	11/15/2007
013589	11/1/2007	$394.34	$394.34	11/15/2007
183378	11/1/2007	$28.11	$28.11	11/15/2007
018427	11/1/2007	$9.88	$9.88	11/15/2007
16605A	11/1/2007	$14.48	$14.48	11/15/2007
16605A	11/1/2007	($13.58)	($13.58)	11/15/2007
904975	11/1/2007	$64.63	$64.63	11/15/2007
03715A	10/30/2007	$80.85	$80.85	11/15/2007
03715A	10/30/2007	$34.14	$34.14	11/15/2007
03715A	11/1/2007	$14.86	$14.86	11/15/2007
526941	10/29/2007	$90.16	$90.16	11/15/2007
16605A	11/1/2007	$81.51	$81.51	11/15/2007
011334	11/1/2007	$5.92	$5.92	11/15/2007
443092	11/1/2007	$5.23	$5.23	11/15/2007
443092	11/1/2007	$5.26	$5.26	11/15/2007
443092	11/1/2007	$4.58	$4.58	11/15/2007
05409B	11/1/2007	$31.95	$31.95	11/15/2007
302251	11/1/2007	($17.22)	($17.22)	11/15/2007
302251	11/1/2007	$33.29	$33.29	11/15/2007
889305	11/1/2007	$140.17	$140.17	11/15/2007
017701	11/1/2007	$26.59	$26.59	11/15/2007
017701	11/1/2007	$45.12	$45.12	11/15/2007
822075	11/1/2007	$147.46	$147.46	11/15/2007
947701	11/1/2007	$41.35	$41.35	11/15/2007
708587	11/1/2007	$20.77	$20.77	11/15/2007
800378	10/31/2007	$28.77	$28.77	11/15/2007
708587	11/1/2007	($19.87)	($19.87)	11/15/2007
07685B	10/31/2007	$33.63	$33.63	11/15/2007
008077	10/31/2007	$202.48	$202.48	11/15/2007
758809	11/1/2007	$3.90	$3.90	11/15/2007
992216	11/1/2007	$31.99	$31.99	11/15/2007
758809	11/1/2007	$39.95	$39.95	11/15/2007

017831	11/1/2007	$73.71	$73.71	11/15/2007
376107	11/1/2007	$127.09	$127.09	11/15/2007
907437	11/1/2007	$5.24	$5.24	11/15/2007
992216	11/1/2007	($31.09)	($31.09)	11/15/2007
992216	11/1/2007	$31.99	$31.99	11/15/2007
564461	10/31/2007	$36.53	$36.53	11/15/2007
247064	11/1/2007	$10.13	$10.13	11/15/2007
247064	11/1/2007	$20.78	$20.78	11/15/2007
006996	10/31/2007	$50.27	$50.27	11/15/2007
708587	11/1/2007	$6.68	$6.68	11/15/2007
04089A	11/1/2007	$34.05	$34.05	11/15/2007
17966B	11/1/2007	$7.93	$7.93	11/15/2007
535293	11/1/2007	$12.24	$12.24	11/15/2007
11094A	11/1/2007	$149.74	$149.74	11/15/2007
01824A	11/2/2007	$33.88	$33.88	11/15/2007
01824A	11/2/2007	$14.23	$14.23	11/15/2007
433628	11/2/2007	$143.32	$143.32	11/15/2007
433628	11/2/2007	$29.09	$29.09	11/15/2007
07208B	11/5/2007	$141.41	$141.41	11/15/2007
801457	11/5/2007	$113.31	$113.31	11/15/2007
887449	11/5/2007	$80.91	$80.91	11/15/2007
887449	11/5/2007	$94.36	$94.36	11/15/2007
107123	11/5/2007	$118.87	$118.87	11/15/2007
107123	11/5/2007	$224.36	$224.36	11/15/2007
20182A	11/5/2007	$4.14	$4.14	11/15/2007
20182A	11/5/2007	$74.54	$74.54	11/15/2007
017141	11/5/2007	$76.31	$76.31	11/15/2007
08077A	11/5/2007	$20.77	$20.77	11/15/2007
08077A	11/5/2007	$4.96	$4.96	11/15/2007
08077A	11/5/2007	($19.87)	($19.87)	11/15/2007
08077A	11/5/2007	$20.77	$20.77	11/15/2007
376107	11/5/2007	$113.31	$113.31	11/15/2007
376107	11/5/2007	$4.45	$4.45	11/15/2007
017092	11/5/2007	$7.25	$7.25	11/15/2007
017092	11/5/2007	$5.12	$5.12	11/15/2007
017092	11/5/2007	$65.53	$65.53	11/15/2007
017092	11/5/2007	($64.63)	($64.63)	11/15/2007
013749	11/5/2007	$8.01	$8.01	11/15/2007
20182A	11/5/2007	($3.24)	($3.24)	11/15/2007
016913	11/5/2007	$14.86	$14.86	11/15/2007
17651A	11/5/2007	$35.88	$35.88	11/15/2007
17651B	11/5/2007	$68.81	$68.81	11/15/2007
17651A	11/5/2007	$16.35	$16.35	11/15/2007
17651B	11/5/2007	$16.35	$16.35	11/15/2007
699198	11/5/2007	$26.43	$26.43	11/15/2007
015438	11/5/2007	$4.45	$4.45	11/15/2007
12199A	11/5/2007	$16.88	$16.88	11/15/2007
015438	11/5/2007	$152.82	$152.82	11/15/2007
699198	11/5/2007	($25.53)	($25.53)	11/15/2007
521755	11/5/2007	$6.44	$6.44	11/15/2007
521755	11/5/2007	$25.19	$25.19	11/15/2007
008077	11/5/2007	$11.28	$11.28	11/15/2007
008077	11/5/2007	$78.45	$78.45	11/15/2007
608896	11/5/2007	$4.93	$4.93	11/15/2007
608896	11/5/2007	$20.90	$20.90	11/15/2007
608896	11/5/2007	$31.88	$31.88	11/15/2007
017981	11/6/2007	$74.19	$74.19	11/15/2007
487094	11/6/2007	$27.11	$27.11	11/15/2007

00863A	11/6/2007	$5.60	$5.60	11/15/2007
00863A	11/6/2007	$8.79	$8.79	11/15/2007
03715B	11/6/2007	$49.65	$49.65	11/15/2007
03715B	11/6/2007	$34.14	$34.14	11/15/2007
03715B	11/6/2007	$103.11	$103.11	11/15/2007
788931	11/7/2007	$30.95	$30.95	11/15/2007
788931	11/7/2007	$9.36	$9.36	11/15/2007
788931	11/7/2007	$225.94	$225.94	11/15/2007
553666	11/7/2007	$12.80	$12.80	11/15/2007
553666	11/7/2007	$29.99	$29.99	11/15/2007
553666	11/7/2007	$108.59	$108.59	11/15/2007
761492	11/7/2007	$6.44	$6.44	11/15/2007
761492	11/7/2007	$21.09	$21.09	11/15/2007
010414	11/7/2007	$80.72	$80.72	11/15/2007
011845	11/7/2007	$22.75	$22.75	11/15/2007
011845	11/7/2007	$317.48	$317.48	11/15/2007
011845	11/7/2007	$139.00	$139.00	11/15/2007
641086	11/7/2007	$113.31	$113.31	11/15/2007
641086	11/7/2007	$84.80	$84.80	11/15/2007
12894A	11/7/2007	$22.71	$22.71	11/15/2007
12894B	11/7/2007	$27.70	$27.70	11/15/2007
118131	11/7/2007	$22.25	$22.25	11/15/2007
118131	11/7/2007	$20.69	$20.69	11/15/2007
118131	11/7/2007	$10.00	$10.00	11/15/2007
17882B	11/7/2007	$9.92	$9.92	11/15/2007
17882B	11/7/2007	$56.42	$56.42	11/15/2007
17882B	11/7/2007	$3.76	$3.76	11/15/2007
17882B	11/7/2007	($2.86)	($2.86)	11/15/2007
17882B	11/7/2007	$100.51	$100.51	11/15/2007
016508	11/7/2007	$187.40	$187.40	11/15/2007
11348D	11/7/2007	$25.72	$25.72	11/15/2007
008317	11/7/2007	$61.09	$61.09	11/15/2007
11348D	11/7/2007	$27.01	$27.01	11/15/2007
11348D	11/7/2007	$37.83	$37.83	11/15/2007
014647	11/7/2007	$9.20	$9.20	11/15/2007
014647	11/7/2007	$151.79	$151.79	11/15/2007
18238B	11/8/2007	$7.12	$7.12	11/15/2007
18238B	11/8/2007	$12.12	$12.12	11/15/2007
04433A	11/8/2007	$103.98	$103.98	11/15/2007
04433A	11/8/2007	$7.83	$7.83	11/15/2007
13454B	11/8/2007	$27.70	$27.70	11/15/2007
13454B	11/8/2007	$17.47	$17.47	11/15/2007
201345	11/8/2007	$5.43	$5.43	11/15/2007
201345	11/8/2007	$14.86	$14.86	11/15/2007
011495	11/8/2007	$38.01	$38.01	11/15/2007
12773A	11/8/2007	$22.57	$22.57	11/15/2007
12773A	11/8/2007	$5.70	$5.70	11/15/2007
201345	11/8/2007	$11.27	$11.27	11/15/2007
878277	11/8/2007	$19.25	$19.25	11/15/2007
878277	11/8/2007	$4.84	$4.84	11/15/2007
008201	11/8/2007	$5.72	$5.72	11/15/2007
013988	11/8/2007	$208.06	$208.06	11/15/2007
013988	11/8/2007	$55.54	$55.54	11/15/2007
008201	11/8/2007	$54.12	$54.12	11/15/2007
01911A	11/8/2007	$226.94	$226.94	11/15/2007
017915	11/8/2007	$73.08	$73.08	11/15/2007
017915	11/8/2007	$247.01	$247.01	11/15/2007
518398	11/8/2007	$29.09	$29.09	11/15/2007

015483	11/8/2007	$386.49	$386.49	11/15/2007
017195	11/8/2007	$25.97	$25.97	11/15/2007
518398	11/8/2007	$68.03	$68.03	11/15/2007
518398	11/8/2007	$112.78	$112.78	11/15/2007
007992	11/8/2007	$129.78	$129.78	11/15/2007
007992	11/8/2007	$22.65	$22.65	11/15/2007
07856C	11/8/2007	$4.58	$4.58	11/15/2007
007992	11/8/2007	$127.11	$127.11	11/15/2007
07856B	11/8/2007	$4.58	$4.58	11/15/2007
07856B	11/8/2007	$7.25	$7.25	11/15/2007
04331A	11/8/2007	$64.41	$64.41	11/15/2007
04331A	11/8/2007	$16.29	$16.29	11/15/2007
04331A	11/8/2007	$17.47	$17.47	11/15/2007
04331A	11/8/2007	($15.39)	($15.39)	11/15/2007
03934A	11/8/2007	$43.34	$43.34	11/15/2007
008343	11/6/2007	$46.30	$46.30	11/15/2007
009521	11/8/2007	($17.57)	($17.57)	11/15/2007
009521	11/7/2007	$5.44	$5.44	11/15/2007
009521	11/7/2007	($4.54)	($4.54)	11/15/2007
009521	11/7/2007	$6.31	$6.31	11/15/2007
290025	11/8/2007	$11.28	$11.28	11/15/2007
009817	11/8/2007	$6.42	$6.42	11/15/2007
009817	11/8/2007	$5.56	$5.56	11/15/2007
09817D	11/8/2007	$35.88	$35.88	11/15/2007
09817D	11/8/2007	$26.87	$26.87	11/15/2007
09817A	11/8/2007	$49.65	$49.65	11/15/2007
90155A	11/8/2007	$19.21	$19.21	11/15/2007
90155A	11/8/2007	$4.45	$4.45	11/15/2007
04331A	11/9/2007	($58.02)	($58.02)	11/15/2007
04331A	11/9/2007	$56.42	$56.42	11/15/2007
02254B	11/9/2007	$4.45	$4.45	11/15/2007
014097	11/9/2007	$63.34	$63.34	11/15/2007
013999	11/10/2007	$6.73	$6.73	11/15/2007
211659	11/9/2007	($6.10)	($6.10)	11/15/2007
211659	11/9/2007	$7.00	$7.00	11/15/2007
017013	11/10/2007	$144.57	$144.57	11/15/2007
017013	11/10/2007	$23.61	$23.61	11/15/2007
589613	11/10/2007	$14.83	$14.83	11/15/2007
589613	11/10/2007	$100.44	$100.44	11/15/2007
589613	11/10/2007	$22.03	$22.03	11/15/2007
007269	11/10/2007	$54.90	$54.90	11/15/2007
007269	11/10/2007	$33.79	$33.79	11/15/2007
007269	11/10/2007	$150.07	$150.07	11/15/2007
13531B	11/10/2007	$6.03	$6.03	11/15/2007
13531B	11/10/2007	$56.54	$56.54	11/15/2007
040415	11/10/2007	$12.89	$12.89	11/15/2007
040415	11/10/2007	$14.48	$14.48	11/15/2007
040415	11/10/2007	$28.42	$28.42	11/15/2007
040415	11/10/2007	($13.58)	($13.58)	11/15/2007
040415	11/10/2007	$14.83	$14.83	11/15/2007
074308	11/10/2007	$44.44	$44.44	11/15/2007
692953	11/10/2007	$22.65	$22.65	11/15/2007
692953	11/10/2007	$120.13	$120.13	11/15/2007
692953	11/10/2007	$108.59	$108.59	11/15/2007
074308	11/10/2007	$22.50	$22.50	11/15/2007
074308	11/10/2007	$17.25	$17.25	11/15/2007
074308	11/10/2007	($21.60)	($21.60)	11/15/2007
03515C	11/10/2007	$103.15	$103.15	11/15/2007

03515C	11/10/2007	$15.98	$15.98	11/15/2007
03515C	11/10/2007	$8.64	$8.64	11/15/2007
64563A	11/12/2007	$12.80	$12.80	11/15/2007
013273	11/12/2007	($32.39)	($32.39)	11/15/2007
013273	11/12/2007	$33.29	$33.29	11/15/2007
13814B	11/12/2007	$78.21	$78.21	11/15/2007
13814B	11/12/2007	$74.86	$74.86	11/15/2007
13814B	11/12/2007	$19.83	$19.83	11/15/2007
570010	11/12/2007	$33.46	$33.46	11/15/2007
204743	11/12/2007	$3.88	$3.88	11/15/2007
09350A	11/12/2007	$24.04	$24.04	11/15/2007
09350A	10/15/2007	($86.60)	($86.60)	11/15/2007
09350A	10/15/2007	$98.07	$98.07	11/15/2007
931365	11/12/2007	$15.15	$15.15	11/15/2007
18134A	11/12/2007	$29.52	$29.52	11/15/2007
014633	11/12/2007	$127.49	$127.49	11/15/2007
007797	11/12/2007	$361.94	$361.94	11/15/2007
006967	11/13/2007	$6.73	$6.73	11/15/2007
804761	11/13/2007	$7.53	$7.53	11/15/2007
17905B	11/12/2007	$8.62	$8.62	11/15/2007
204743	11/13/2007	$69.56	$69.56	11/15/2007
204743	11/13/2007	$60.33	$60.33	11/15/2007
611270	11/13/2007	$129.78	$129.78	11/15/2007
611270	11/13/2007	$14.86	$14.86	11/15/2007
611270	11/13/2007	($13.96)	($13.96)	11/15/2007
611270	11/13/2007	$14.86	$14.86	11/15/2007
013037	11/13/2007	$84.94	$84.94	11/15/2007
013037	11/13/2007	$14.86	$14.86	11/15/2007
01211A	11/13/2007	$14.86	$14.86	11/15/2007
018319	11/13/2007	$8.45	$8.45	11/15/2007
014460	11/13/2007	$55.62	$55.62	11/15/2007
013749	11/13/2007	$10.00	$10.00	11/15/2007
018223	11/13/2007	($38.35)	($38.35)	11/15/2007
018223	11/13/2007	$39.25	$39.25	11/15/2007
398052	11/13/2007	$74.58	$74.58	11/15/2007
016961	11/13/2007	$121.17	$121.17	11/15/2007
17905A	11/13/2007	$8.45	$8.45	11/15/2007
012771	11/13/2007	$52.61	$52.61	11/15/2007
759804	11/13/2007	$33.75	$33.75	11/15/2007
018063	11/13/2007	$390.11	$390.11	11/15/2007
17905A	11/13/2007	($7.55)	($7.55)	11/15/2007
17905A	11/13/2007	$8.45	$8.45	11/15/2007
292951	11/13/2007	$194.72	$194.72	11/15/2007
014385	11/13/2007	$10.00	$10.00	11/15/2007
506847	11/13/2007	$123.71	$123.71	11/15/2007
889305	11/13/2007	$78.07	$78.07	11/15/2007
889305	11/13/2007	$19.29	$19.29	11/15/2007
013450	11/13/2007	$26.43	$26.43	11/15/2007
013450	11/13/2007	$24.04	$24.04	11/15/2007
013450	11/13/2007	$28.03	$28.03	11/15/2007
411871	11/13/2007	($32.39)	($32.39)	11/15/2007
009441	11/13/2007	$84.80	$84.80	11/15/2007
013862	11/13/2007	$7.12	$7.12	11/15/2007
411871	11/13/2007	$21.63	$21.63	11/15/2007
015945	11/13/2007	$21.19	$21.19	11/15/2007
015945	11/13/2007	$146.29	$146.29	11/15/2007
12094A	11/14/2007	$4.81	$4.81	11/15/2007
12094A	11/14/2007	$42.69	$42.69	11/15/2007

12094A	11/14/2007	($3.91)	($3.91)	11/15/2007
12094A	11/14/2007	$4.81	$4.81	11/15/2007
12094A	11/14/2007	$146.29	$146.29	11/15/2007
910461	11/6/2007	($3.55)	($3.55)	11/15/2007
910461	11/14/2007	$56.44	$56.44	11/15/2007
910461	11/14/2007	($55.54)	($55.54)	11/15/2007
620184	11/14/2007	$30.74	$30.74	11/15/2007
570010	11/14/2007	$97.03	$97.03	11/15/2007
910461	11/14/2007	$77.75	$77.75	11/15/2007
09455A	11/14/2007	$147.46	$147.46	11/15/2007
012862	11/14/2007	$94.36	$94.36	11/15/2007
012862	11/14/2007	$84.30	$84.30	11/15/2007
012862	11/14/2007	$62.97	$62.97	11/15/2007
620184	11/14/2007	$28.08	$28.08	11/15/2007
742614	11/14/2007	$245.13	$245.13	11/15/2007
742614	11/14/2007	$75.62	$75.62	11/15/2007
17184A	11/14/2007	$70.13	$70.13	11/15/2007
17184A	11/14/2007	$4.45	$4.45	11/15/2007
17184A	11/14/2007	$87.81	$87.81	11/15/2007
016951	11/14/2007	($47.59)	($47.59)	11/15/2007
583956	11/14/2007	$8.73	$8.73	11/15/2007
04259A	11/13/2007	$1,656.14	$1,656.14	11/15/2007
741100	11/14/2007	$21.82	$21.82	11/15/2007
016951	11/14/2007	$265.39	$265.39	11/15/2007
17609A	11/14/2007	$6.45	$6.45	11/15/2007
352973	11/14/2007	$187.43	$187.43	11/15/2007
016289	11/14/2007	$4.84	$4.84	11/15/2007
016289	11/14/2007	$33.24	$33.24	11/15/2007
13624A	11/14/2007	$122.61	$122.61	11/15/2007
013624	11/14/2007	$12.71	$12.71	11/15/2007
013749	11/1/2007	($8.89)	($8.89)	11/15/2007
02054A	11/15/2007	$4.45	$4.45	11/15/2007
02054A	11/15/2007	$4.45	$4.45	11/15/2007
08000B	11/15/2007	$29.69	$29.69	11/15/2007
08000C	11/15/2007	$115.95	$115.95	11/15/2007
183918	11/15/2007	$75.74	$75.74	11/15/2007
183918	11/15/2007	$20.82	$20.82	11/15/2007
183918	11/15/2007	($19.92)	($19.92)	11/15/2007
183918	11/15/2007	$20.82	$20.82	11/15/2007
011704	11/15/2007	$19.29	$19.29	11/15/2007
13844B	11/15/2007	$12.76	$12.76	11/15/2007
13844B	11/15/2007	$6.03	$6.03	11/15/2007
13844B	11/15/2007	$29.74	$29.74	11/15/2007
16605A	11/1/2007	$14.48	$14.48	11/15/2007
014185	11/1/2007	$103.67	$103.67	11/15/2007
16948A	11/1/2007	$4.45	$4.45	11/15/2007
16948A	11/1/2007	$4.45	$4.45	11/15/2007
16726B	10/15/2007	($4.57)	($4.57)	11/15/2007
012318	11/1/2007	$64.62	$64.62	11/15/2007
013589	11/1/2007	$986.93	$986.93	11/15/2007
645800	11/1/2007	$84.80	$84.80	11/15/2007
16539E	11/1/2007	$83.73	$83.73	11/15/2007
15474B	11/1/2007	$34.45	$34.45	11/15/2007
15474B	11/1/2007	$47.80	$47.80	11/15/2007
250990	11/1/2007	$84.94	$84.94	11/15/2007
250990	11/1/2007	$19.15	$19.15	11/15/2007
012507	11/1/2007	$234.55	$234.55	11/15/2007
009613	11/1/2007	$56.29	$56.29	11/15/2007

012507	11/1/2007	$9.88	$9.88	11/15/2007
017346	11/2/2007	$24.04	$24.04	11/15/2007
017346	11/2/2007	$61.64	$61.64	11/15/2007
017346	11/2/2007	$6.88	$6.88	11/15/2007
769592	11/3/2007	$37.48	$37.48	11/15/2007
299472	11/3/2007	$80.77	$80.77	11/15/2007
299472	11/3/2007	$4.45	$4.45	11/15/2007
299472	11/3/2007	$4.45	$4.45	11/15/2007
15380B	11/3/2007	$106.55	$106.55	11/15/2007
15380B	11/3/2007	$29.69	$29.69	11/15/2007
15380A	11/3/2007	$49.65	$49.65	11/15/2007
15380A	11/3/2007	$3.90	$3.90	11/15/2007
171363	11/3/2007	$46.77	$46.77	11/15/2007
15380A	11/3/2007	$37.83	$37.83	11/15/2007
008730	11/3/2007	$73.99	$73.99	11/15/2007
15092A	11/3/2007	$23.37	$23.37	11/15/2007
013624	11/3/2007	$7.51	$7.51	11/15/2007
279652	11/5/2007	$75.72	$75.72	11/15/2007
017874	11/5/2007	$5.49	$5.49	11/15/2007
017874	11/5/2007	$146.29	$146.29	11/15/2007
017874	11/5/2007	$113.31	$113.31	11/15/2007
878277	11/5/2007	$17.25	$17.25	11/15/2007
011754	11/5/2007	$87.08	$87.08	11/15/2007
800378	11/5/2007	$9.11	$9.11	11/15/2007
17894A	11/5/2007	$5.81	$5.81	11/15/2007
17894A	11/5/2007	$12.88	$12.88	11/15/2007
017874	11/5/2007	($4.59)	($4.59)	11/15/2007
017874	11/5/2007	$32.62	$32.62	11/15/2007
006967	11/5/2007	$14.86	$14.86	11/15/2007
006967	11/5/2007	$11.64	$11.64	11/15/2007
04469A	11/5/2007	$57.54	$57.54	11/15/2007
15474C	11/5/2007	$14.67	$14.67	11/15/2007
012565	11/5/2007	$3.96	$3.96	11/15/2007
012565	11/5/2007	($3.06)	($3.06)	11/15/2007
013115	11/6/2007	$49.65	$49.65	11/15/2007
008310	11/6/2007	$22.78	$22.78	11/15/2007
008310	11/6/2007	$20.94	$20.94	11/15/2007
13115B	11/6/2007	$29.01	$29.01	11/15/2007
014088	11/6/2007	$14.83	$14.83	11/15/2007
013115	11/6/2007	$27.70	$27.70	11/15/2007
05277C	11/6/2007	$49.60	$49.60	11/15/2007
05277C	11/6/2007	$75.73	$75.73	11/15/2007
00957A	10/26/2007	$74.58	$74.58	11/15/2007
729919	11/6/2007	$149.74	$149.74	11/15/2007
729919	11/6/2007	$12.80	$12.80	11/15/2007
05277C	11/6/2007	($48.70)	($48.70)	11/15/2007
05277C	11/6/2007	$68.81	$68.81	11/15/2007
173645	11/6/2007	$22.75	$22.75	11/15/2007
173645	11/6/2007	$23.98	$23.98	11/15/2007
173645	11/6/2007	$8.62	$8.62	11/15/2007
13463A	11/6/2007	$49.65	$49.65	11/15/2007
016421	11/7/2007	$17.37	$17.37	11/15/2007
016421	11/7/2007	($16.47)	($16.47)	11/15/2007
016421	11/7/2007	$17.37	$17.37	11/15/2007
20170B	11/7/2007	$12.85	$12.85	11/15/2007
09868D	11/15/2007	$27.70	$27.70	11/15/2007
09868A	11/15/2007	$9.53	$9.53	11/15/2007
018063	11/15/2007	$72.70	$72.70	11/15/2007

013773	11/15/2007	$5.66	$5.66	11/15/2007
02546D	11/15/2007	$33.10	$33.10	11/15/2007
02546D	11/15/2007	$56.64	$56.64	11/15/2007
09868C	11/15/2007	$27.70	$27.70	11/15/2007
09868C	11/15/2007	$6.09	$6.09	11/15/2007
013773	11/15/2007	($4.76)	($4.76)	11/15/2007
13773A	11/15/2007	$5.66	$5.66	11/15/2007
008343	11/6/2007	($45.40)	($45.40)	11/15/2007
905543	11/6/2007	$21.29	$21.29	11/15/2007
905543	11/6/2007	$20.73	$20.73	11/15/2007
04334A	11/6/2007	$623.46	$623.46	11/15/2007
01555A	11/6/2007	$49.60	$49.60	11/15/2007
01555A	11/6/2007	$9.53	$9.53	11/15/2007
013729	11/6/2007	$48.51	$48.51	11/15/2007
013729	11/6/2007	$147.46	$147.46	11/15/2007
04334A	11/6/2007	($622.56)	($622.56)	11/15/2007
04334A	11/6/2007	$596.91	$596.91	11/15/2007
09087E	11/6/2007	$29.77	$29.77	11/15/2007
09087E	11/6/2007	$4.58	$4.58	11/15/2007
09087D	11/6/2007	$151.79	$151.79	11/15/2007
09087D	11/6/2007	$18.97	$18.97	11/15/2007
09087D	11/6/2007	$4.58	$4.58	11/15/2007
04334A	11/6/2007	($596.01)	($596.01)	11/15/2007
04334A	11/6/2007	$623.46	$623.46	11/15/2007
905174	11/6/2007	$317.25	$317.25	11/15/2007
905174	11/6/2007	$632.49	$632.49	11/15/2007
009459	11/6/2007	$8.25	$8.25	11/15/2007
978261	11/6/2007	$29.44	$29.44	11/15/2007
010414	11/6/2007	$4.96	$4.96	11/15/2007
010414	11/6/2007	$27.70	$27.70	11/15/2007
010414	11/6/2007	($26.80)	($26.80)	11/15/2007
010414	11/6/2007	$26.02	$26.02	11/15/2007
013869	11/6/2007	$27.70	$27.70	11/15/2007
013869	11/6/2007	$3.63	$3.63	11/15/2007
12808D	11/6/2007	$185.98	$185.98	11/15/2007
12808D	11/6/2007	$7.47	$7.47	11/15/2007
12808D	11/6/2007	$27.70	$27.70	11/15/2007
12808D	11/6/2007	($185.08)	($185.08)	11/15/2007
12808D	11/6/2007	($6.57)	($6.57)	11/15/2007
12808D	11/6/2007	($26.80)	($26.80)	11/15/2007
294886	11/6/2007	$149.74	$149.74	11/15/2007
08475A	11/6/2007	$8.91	$8.91	11/15/2007
008343	11/6/2007	$4.45	$4.45	11/15/2007
05339A	11/5/2007	($4.45)	($4.45)	11/15/2007
05339A	11/5/2007	$240.53	$240.53	11/15/2007
891507	11/6/2007	$8.72	$8.72	11/15/2007
891507	11/6/2007	$20.77	$20.77	11/15/2007
17696A	11/6/2007	$16.48	$16.48	11/15/2007
017961	11/6/2007	$14.43	$14.43	11/15/2007
010977	11/6/2007	$12.08	$12.08	11/15/2007
010977	11/6/2007	$12.85	$12.85	11/15/2007
010977	11/6/2007	$4.85	$4.85	11/15/2007
010977	11/6/2007	($3.95)	($3.95)	11/15/2007
010977	11/6/2007	$4.85	$4.85	11/15/2007
010977	11/6/2007	($3.95)	($3.95)	11/15/2007
010977	11/6/2007	$104.81	$104.81	11/15/2007
016864	11/7/2007	$121.18	$121.18	11/15/2007
16864A	11/7/2007	$24.35	$24.35	11/15/2007

923135	11/7/2007	$5.44	$5.44	11/15/2007
923135	11/7/2007	$21.35	$21.35	11/15/2007
923135	11/7/2007	$5.43	$5.43	11/15/2007
119054	11/7/2007	$127.49	$127.49	11/15/2007
009463	11/7/2007	$10.55	$10.55	11/15/2007
009463	11/7/2007	$5.64	$5.64	11/15/2007
17696A	11/7/2007	$78.80	$78.80	11/15/2007
17696A	11/7/2007	$62.96	$62.96	11/15/2007
213893	11/7/2007	$164.97	$164.97	11/15/2007
135661	11/7/2007	$33.04	$33.04	11/15/2007
008154	11/7/2007	$4.89	$4.89	11/15/2007
17810A	11/7/2007	$12.85	$12.85	11/15/2007
17810A	11/7/2007	$16.81	$16.81	11/15/2007
02464C	11/7/2007	$24.36	$24.36	11/15/2007
17810A	11/7/2007	$47.13	$47.13	11/15/2007
17810A	11/7/2007	($46.23)	($46.23)	11/15/2007
17810A	11/7/2007	$63.19	$63.19	11/15/2007
17810A	11/7/2007	($11.95)	($11.95)	11/15/2007
17810A	11/7/2007	($15.91)	($15.91)	11/15/2007
17810A	11/7/2007	($62.29)	($62.29)	11/15/2007
17810A	11/7/2007	$123.44	$123.44	11/15/2007
753210	11/7/2007	$31.66	$31.66	11/15/2007
009929	11/7/2007	$211.25	$211.25	11/15/2007
06102B	11/7/2007	$93.48	$93.48	11/15/2007
04462A	11/7/2007	$73.71	$73.71	11/15/2007
02464C	11/7/2007	$121.60	$121.60	11/15/2007
18072B	11/7/2007	$11.28	$11.28	11/15/2007
18072B	11/7/2007	$6.23	$6.23	11/15/2007
018072	11/7/2007	$7.12	$7.12	11/15/2007
018072	11/7/2007	$7.75	$7.75	11/15/2007
018072	11/7/2007	$16.88	$16.88	11/15/2007
708587	11/7/2007	$56.82	$56.82	11/15/2007
008068	11/7/2007	$27.70	$27.70	11/15/2007
008068	11/7/2007	$4.96	$4.96	11/15/2007
009594	11/7/2007	$373.41	$373.41	11/15/2007
009594	11/7/2007	$57.05	$57.05	11/15/2007
009594	11/7/2007	$55.77	$55.77	11/15/2007
009594	11/7/2007	($54.87)	($54.87)	11/15/2007
009594	11/7/2007	$55.77	$55.77	11/15/2007
009594	11/7/2007	($54.87)	($54.87)	11/15/2007
009594	11/7/2007	$7.90	$7.90	11/15/2007
010172	11/7/2007	$6.17	$6.17	11/15/2007
010172	11/7/2007	$40.69	$40.69	11/15/2007
775085	11/7/2007	$32.80	$32.80	11/15/2007
775085	11/7/2007	$6.73	$6.73	11/15/2007
16864A	11/7/2007	$27.70	$27.70	11/15/2007
841134	11/7/2007	$141.56	$141.56	11/15/2007
028566	11/7/2007	$107.61	$107.61	11/15/2007
028566	11/7/2007	$113.31	$113.31	11/15/2007
008440	11/7/2007	$8.56	$8.56	11/15/2007
008440	11/7/2007	$12.85	$12.85	11/15/2007
008440	11/7/2007	$182.64	$182.64	11/15/2007
07817A	11/9/2007	$20.60	$20.60	11/15/2007
44287A	11/9/2007	$92.45	$92.45	11/15/2007
44287A	11/9/2007	$247.01	$247.01	11/15/2007
015499	11/9/2007	$4.45	$4.45	11/15/2007
010897	11/9/2007	$32.80	$32.80	11/15/2007
010897	11/9/2007	$9.51	$9.51	11/15/2007

016155	11/9/2007	$4.45	$4.45	11/15/2007
079982	11/7/2007	$4.93	$4.93	11/15/2007
433806	11/9/2007	$45.12	$45.12	11/15/2007
433806	11/9/2007	$54.85	$54.85	11/15/2007
433806	11/9/2007	$12.80	$12.80	11/15/2007
079982	11/9/2007	$53.15	$53.15	11/15/2007
079982	11/9/2007	$163.91	$163.91	11/15/2007
992216	11/9/2007	$12.11	$12.11	11/15/2007
085654	11/9/2007	$10.47	$10.47	11/15/2007
92216A	11/9/2007	$78.80	$78.80	11/15/2007
085654	11/9/2007	$428.90	$428.90	11/15/2007
079982	11/7/2007	($4.03)	($4.03)	11/15/2007
079982	11/7/2007	$4.93	$4.93	11/15/2007
085654	11/9/2007	$198.65	$198.65	11/15/2007
16605A	11/9/2007	$33.46	$33.46	11/15/2007
010650	11/9/2007	$63.97	$63.97	11/15/2007
03515A	11/9/2007	$9.63	$9.63	11/15/2007
03515A	11/9/2007	$17.58	$17.58	11/15/2007
03293C	11/9/2007	$32.65	$32.65	11/15/2007
03293C	11/9/2007	$30.94	$30.94	11/15/2007
121930	11/9/2007	$7.70	$7.70	11/15/2007
13090A	11/9/2007	$4.34	$4.34	11/15/2007
477212	11/1/2007	$10.45	$10.45	11/15/2007
477212	11/1/2007	($9.55)	($9.55)	11/15/2007
218318	11/1/2007	$17.31	$17.31	11/15/2007
474915	11/1/2007	$43.54	$43.54	11/15/2007
275077	11/1/2007	$7.11	$7.11	11/15/2007
275077	11/1/2007	$8.79	$8.79	11/15/2007
014647	11/1/2007	$31.95	$31.95	11/15/2007
490970	11/1/2007	$141.54	$141.54	11/15/2007
013749	11/1/2007	$9.79	$9.79	11/15/2007
012771	11/1/2007	$95.48	$95.48	11/15/2007
011222	11/1/2007	$5.10	$5.10	11/15/2007
012771	11/1/2007	$94.36	$94.36	11/15/2007
474915	11/1/2007	$114.45	$114.45	11/15/2007
474915	11/1/2007	$177.79	$177.79	11/15/2007
07208B	11/1/2007	$121.41	$121.41	11/15/2007
212947	11/1/2007	$22.03	$22.03	11/15/2007
212947	11/1/2007	$23.45	$23.45	11/15/2007
212947	11/1/2007	$20.90	$20.90	11/15/2007
708587	10/31/2007	$84.80	$84.80	11/15/2007
490970	11/1/2007	$20.23	$20.23	11/15/2007
010286	10/31/2007	$155.46	$155.46	11/15/2007
013994	11/1/2007	$146.29	$146.29	11/15/2007
941879	11/1/2007	$15.77	$15.77	11/15/2007
941879	11/1/2007	$15.03	$15.03	11/15/2007
708587	10/31/2007	$7.25	$7.25	11/15/2007
014088	11/1/2007	$74.19	$74.19	11/15/2007
803839	11/1/2007	$13.95	$13.95	11/15/2007
013994	11/1/2007	$105.59	$105.59	11/15/2007
008948	11/1/2007	$3.60	$3.60	11/15/2007
008948	11/1/2007	$146.29	$146.29	11/15/2007
302251	11/1/2007	$18.12	$18.12	11/15/2007
686720	11/1/2007	$26.43	$26.43	11/15/2007
686720	11/1/2007	$40.92	$40.92	11/15/2007
667796	11/1/2007	$40.92	$40.92	11/15/2007
667796	11/1/2007	$22.65	$22.65	11/15/2007
016894	11/1/2007	$6.23	$6.23	11/15/2007

43586A	11/2/2007	$80.32	$80.32	11/15/2007
947140	11/2/2007	$17.25	$17.25	11/15/2007
083275	11/2/2007	$16.48	$16.48	11/15/2007
083275	11/2/2007	$28.03	$28.03	11/15/2007
083275	11/2/2007	$33.29	$33.29	11/15/2007
008730	11/2/2007	$4.45	$4.45	11/15/2007
008730	11/2/2007	$56.29	$56.29	11/15/2007
947140	11/2/2007	$11.22	$11.22	11/15/2007
14843B	11/2/2007	$18.97	$18.97	11/15/2007
135742	11/2/2007	$102.72	$102.72	11/15/2007
135742	11/2/2007	$80.35	$80.35	11/15/2007
135742	11/2/2007	$118.87	$118.87	11/15/2007
761492	11/2/2007	$127.09	$127.09	11/15/2007
05709B	11/2/2007	$4.93	$4.93	11/15/2007
05709B	11/2/2007	$10.60	$10.60	11/15/2007
490970	11/2/2007	$20.17	$20.17	11/15/2007
12199A	11/2/2007	$7.89	$7.89	11/15/2007
012199	11/2/2007	$78.07	$78.07	11/15/2007
012199	11/2/2007	$5.81	$5.81	11/15/2007
05709B	11/2/2007	($4.03)	($4.03)	11/15/2007
92216A	11/2/2007	$146.28	$146.28	11/15/2007
699198	11/2/2007	$27.11	$27.11	11/15/2007
009448	11/2/2007	$14.62	$14.62	11/15/2007
17039E	11/1/2007	$18.55	$18.55	11/15/2007
17039E	11/2/2007	$5.42	$5.42	11/15/2007
04469A	11/2/2007	$8.72	$8.72	11/15/2007
015353	11/2/2007	$30.44	$30.44	11/15/2007
11348B	11/2/2007	$6.05	$6.05	11/15/2007
805916	11/5/2007	$72.25	$72.25	11/15/2007
805916	11/5/2007	$33.13	$33.13	11/15/2007
13090A	11/9/2007	$47.80	$47.80	11/15/2007
017635	11/10/2007	$54.99	$54.99	11/15/2007
881369	11/9/2007	$99.56	$99.56	11/15/2007
13273B	11/12/2007	$55.23	$55.23	11/15/2007
20170B	11/12/2007	$21.58	$21.58	11/15/2007
505590	11/12/2007	$3.76	$3.76	11/15/2007
505590	11/12/2007	($2.86)	($2.86)	11/15/2007
20170B	11/12/2007	$30.95	$30.95	11/15/2007
505590	11/12/2007	$4.98	$4.98	11/15/2007
505590	11/12/2007	$4.71	$4.71	11/15/2007
680265	11/12/2007	$4.45	$4.45	11/15/2007
680265	11/12/2007	$4.45	$4.45	11/15/2007
641256	11/12/2007	$33.32	$33.32	11/15/2007
641256	11/12/2007	$12.10	$12.10	11/15/2007
354087	11/12/2007	$84.32	$84.32	11/15/2007
354087	11/12/2007	$141.55	$141.55	11/15/2007
009406	11/12/2007	$27.70	$27.70	11/15/2007
009406	11/12/2007	$78.21	$78.21	11/15/2007
009406	11/12/2007	$22.65	$22.65	11/15/2007
16423A	11/12/2007	$78.22	$78.22	11/15/2007
16423A	11/12/2007	$27.70	$27.70	11/15/2007
757013	11/12/2007	$72.25	$72.25	11/15/2007
757013	11/12/2007	($71.35)	($71.35)	11/15/2007
15337A	11/12/2007	$48.29	$48.29	11/15/2007
14310C	11/12/2007	$59.13	$59.13	11/15/2007
15483A	11/12/2007	$22.03	$22.03	11/15/2007
015483	11/12/2007	$20.11	$20.11	11/15/2007
014695	10/17/2007	($177.89)	($177.89)	11/15/2007

04259A	11/12/2007	$7.67	$7.67	11/15/2007
018466	11/12/2007	$24.04	$24.04	11/15/2007
018466	11/12/2007	$6.06	$6.06	11/15/2007
018466	11/12/2007	($5.16)	($5.16)	11/15/2007
007856	11/13/2007	$70.06	$70.06	11/15/2007
007856	11/13/2007	$57.61	$57.61	11/15/2007
018067	11/13/2007	$8.26	$8.26	11/15/2007
018067	11/13/2007	$49.60	$49.60	11/15/2007
675126	11/13/2007	$24.24	$24.24	11/15/2007
675126	11/13/2007	$12.85	$12.85	11/15/2007
018238	11/13/2007	$15.47	$15.47	11/15/2007
04846B	11/13/2007	$27.70	$27.70	11/15/2007
16539E	11/13/2007	$28.42	$28.42	11/15/2007
16539E	11/13/2007	($27.52)	($27.52)	11/15/2007
16539E	11/13/2007	$26.71	$26.71	11/15/2007
017092	10/31/2007	($50.38)	($50.38)	11/15/2007
014881	11/14/2007	$4.85	$4.85	11/15/2007
014881	11/14/2007	$9.36	$9.36	11/15/2007
436725	11/14/2007	$21.48	$21.48	11/15/2007
015990	11/14/2007	$23.45	$23.45	11/15/2007
436725	11/14/2007	$3.90	$3.90	11/15/2007
015990	11/14/2007	$48.95	$48.95	11/15/2007
870464	11/14/2007	$15.67	$15.67	11/15/2007
337906	11/14/2007	$20.74	$20.74	11/15/2007
507328	11/15/2007	$3.90	$3.90	11/15/2007
107889	11/15/2007	$343.56	$343.56	11/15/2007
107889	11/15/2007	$26.59	$26.59	11/15/2007
013463	11/15/2007	$23.45	$23.45	11/15/2007
158445	11/15/2007	$94.36	$94.36	11/15/2007
218318	11/15/2007	$9.10	$9.10	11/15/2007
218318	11/15/2007	$187.40	$187.40	11/15/2007
989442	11/15/2007	$11.86	$11.86	11/15/2007
18134A	11/15/2007	$163.21	$163.21	11/15/2007
011348	11/15/2007	$10.89	$10.89	11/15/2007
011348	11/15/2007	$7.25	$7.25	11/15/2007
011348	11/15/2007	$13.07	$13.07	11/15/2007
012359	11/15/2007	$28.82	$28.82	11/15/2007
012359	11/15/2007	$14.69	$14.69	11/15/2007
976341	11/15/2007	$5.96	$5.96	11/15/2007
08352A	11/15/2007	$126.32	$126.32	11/15/2007
08352A	11/15/2007	$10.82	$10.82	11/15/2007
08352A	11/15/2007	($125.42)	($125.42)	11/15/2007
08352A	11/15/2007	$123.44	$123.44	11/15/2007
08352A	11/15/2007	($122.54)	($122.54)	11/15/2007
08352A	11/15/2007	$120.13	$120.13	11/15/2007
008876	11/15/2007	$52.22	$52.22	11/15/2007
04259A	11/13/2007	($1,655.24)	($1,655.24)	11/15/2007
04259A	11/13/2007	$1,656.14	$1,656.14	11/15/2007
121930	11/9/2007	($6.80)	($6.80)	11/15/2007
121930	11/15/2007	$4.60	$4.60	11/15/2007
008352	11/15/2007	$31.41	$31.41	11/15/2007
008352	11/15/2007	$49.60	$49.60	11/15/2007
017494	11/15/2007	$17.58	$17.58	11/15/2007
017494	11/15/2007	$9.63	$9.63	11/15/2007
017494	11/15/2007	$26.51	$26.51	11/15/2007
013241	11/4/2007	$4.45	$4.45	11/15/2007
015978	11/4/2007	$123.29	$123.29	11/15/2007
17624B	10/25/2007	($150.51)	($150.51)	11/15/2007

16401A	11/5/2007	$21.12	$21.12	11/15/2007
16401A	11/5/2007	$20.45	$20.45	11/15/2007
362552	11/6/2007	$121.25	$121.25	11/15/2007
362552	11/6/2007	$54.70	$54.70	11/15/2007
910461	11/6/2007	$4.45	$4.45	11/15/2007
910461	11/6/2007	$126.44	$126.44	11/15/2007
04334A	11/6/2007	$28.71	$28.71	11/15/2007
04334A	11/6/2007	$42.15	$42.15	11/15/2007
008343	11/6/2007	$46.30	$46.30	11/15/2007
013115	11/6/2007	$80.72	$80.72	11/15/2007
008343	11/6/2007	$63.26	$63.26	11/15/2007
018014	11/6/2007	$94.36	$94.36	11/15/2007
017092	11/6/2007	$65.53	$65.53	11/15/2007
12861A	11/6/2007	$21.48	$21.48	11/15/2007
12861A	11/6/2007	$8.95	$8.95	11/15/2007
12861A	11/6/2007	($20.58)	($20.58)	11/15/2007
12861A	11/6/2007	$21.18	$21.18	11/15/2007
16149A	11/7/2007	$6.84	$6.84	11/15/2007
16149A	11/7/2007	$27.70	$27.70	11/15/2007
16149A	11/7/2007	$6.03	$6.03	11/15/2007
741802	11/7/2007	$4.45	$4.45	11/15/2007
119054	11/7/2007	$54.16	$54.16	11/15/2007
119054	11/7/2007	$94.36	$94.36	11/15/2007
432341	11/7/2007	$38.64	$38.64	11/15/2007
432341	11/7/2007	$29.09	$29.09	11/15/2007
00863A	11/7/2007	$57.86	$57.86	11/15/2007
119054	11/7/2007	($126.59)	($126.59)	11/15/2007
119054	11/7/2007	$112.57	$112.57	11/15/2007
558211	11/7/2007	$14.83	$14.83	11/15/2007
630168	11/7/2007	$23.32	$23.32	11/15/2007
630168	11/7/2007	$14.16	$14.16	11/15/2007
213893	11/7/2007	$33.46	$33.46	11/15/2007
02464C	11/7/2007	($23.46)	($23.46)	11/15/2007
02464C	11/7/2007	$24.36	$24.36	11/15/2007
09817D	11/7/2007	$23.07	$23.07	11/15/2007
03934A	11/7/2007	$4.58	$4.58	11/15/2007
03934A	11/7/2007	$23.40	$23.40	11/15/2007
03934A	11/7/2007	($3.68)	($3.68)	11/15/2007
03934A	11/7/2007	$4.58	$4.58	11/15/2007
03934A	11/7/2007	($22.50)	($22.50)	11/15/2007
03934A	11/7/2007	$23.40	$23.40	11/15/2007
04358C	11/8/2007	$12.85	$12.85	11/15/2007
166715	11/8/2007	$4.34	$4.34	11/15/2007
04358C	11/8/2007	$42.27	$42.27	11/15/2007
04358C	11/8/2007	$5.37	$5.37	11/15/2007
166715	11/8/2007	$27.70	$27.70	11/15/2007
006906	11/8/2007	$6.99	$6.99	11/15/2007
04358D	11/8/2007	$318.84	$318.84	11/15/2007
166715	11/8/2007	($3.44)	($3.44)	11/15/2007
166715	11/8/2007	$4.34	$4.34	11/15/2007
05339A	11/8/2007	$406.18	$406.18	11/15/2007
05339A	11/8/2007	$220.67	$220.67	11/15/2007
604241	11/8/2007	$43.45	$43.45	11/15/2007
479709	11/9/2007	$84.80	$84.80	11/15/2007
457224	11/9/2007	$10.96	$10.96	11/15/2007
457224	11/9/2007	$12.21	$12.21	11/15/2007
505590	11/9/2007	$122.61	$122.61	11/15/2007
734801	11/9/2007	$14.33	$14.33	11/15/2007

763384	11/9/2007	$22.55	$22.55	11/15/2007
08773A	11/9/2007	$14.69	$14.69	11/15/2007
008077	11/9/2007	$10.00	$10.00	11/15/2007
639706	11/9/2007	$8.89	$8.89	11/15/2007
639706	11/9/2007	$10.96	$10.96	11/15/2007
782895	11/9/2007	$54.85	$54.85	11/15/2007
08773C	11/9/2007	$14.71	$14.71	11/15/2007
08773C	11/9/2007	$16.44	$16.44	11/15/2007
782895	11/9/2007	$84.80	$84.80	11/15/2007
04331A	11/9/2007	$58.92	$58.92	11/15/2007
782895	11/9/2007	($83.90)	($83.90)	11/15/2007
782895	11/9/2007	$84.80	$84.80	11/15/2007
02546A	11/9/2007	$113.31	$113.31	11/15/2007
013966	11/9/2007	$248.49	$248.49	11/15/2007
013966	11/9/2007	$49.81	$49.81	11/15/2007
992216	11/9/2007	$106.68	$106.68	11/15/2007
121930	11/9/2007	$9.43	$9.43	11/15/2007
121930	11/9/2007	$41.35	$41.35	11/15/2007
012698	11/9/2007	$78.80	$78.80	11/15/2007
012698	11/9/2007	$53.86	$53.86	11/15/2007
017195	11/9/2007	$13.53	$13.53	11/15/2007
211659	11/9/2007	$7.00	$7.00	11/15/2007
841134	11/9/2007	$7.37	$7.37	11/15/2007
841134	11/9/2007	$10.12	$10.12	11/15/2007
013966	11/9/2007	($247.59)	($247.59)	11/15/2007
013966	11/9/2007	$84.80	$84.80	11/15/2007
841134	11/9/2007	($9.22)	($9.22)	11/15/2007
016230	11/9/2007	$150.07	$150.07	11/15/2007
016230	11/9/2007	$48.25	$48.25	11/15/2007
016230	11/9/2007	$56.11	$56.11	11/15/2007
007797	11/12/2007	$33.46	$33.46	11/15/2007
007797	11/12/2007	$158.88	$158.88	11/15/2007
11516A	11/12/2007	$150.07	$150.07	11/15/2007
667373	11/12/2007	$42.63	$42.63	11/15/2007
667373	11/12/2007	$11.20	$11.20	11/15/2007
667373	11/12/2007	$11.02	$11.02	11/15/2007
017701	11/12/2007	$9.53	$9.53	11/15/2007
04177A	11/12/2007	$29.09	$29.09	11/15/2007
013273	11/12/2007	$22.65	$22.65	11/15/2007
013273	11/12/2007	$33.29	$33.29	11/15/2007
615613	11/12/2007	$54.93	$54.93	11/15/2007
074308	11/12/2007	$22.50	$22.50	11/15/2007
356120	11/12/2007	$141.54	$141.54	11/15/2007
356120	11/12/2007	$84.32	$84.32	11/15/2007
018223	11/13/2007	$39.25	$39.25	11/15/2007
018223	11/13/2007	$95.17	$95.17	11/15/2007
173140	11/13/2007	$63.26	$63.26	11/15/2007
213893	11/13/2007	$113.31	$113.31	11/15/2007
609370	11/13/2007	$14.83	$14.83	11/15/2007
609370	11/13/2007	$29.09	$29.09	11/15/2007
04177A	11/13/2007	$152.82	$152.82	11/15/2007
014950	11/13/2007	$9.68	$9.68	11/15/2007
350150	11/13/2007	$7.25	$7.25	11/15/2007
09455A	11/13/2007	$78.07	$78.07	11/15/2007
570010	11/13/2007	$378.83	$378.83	11/15/2007
012216	11/13/2007	$147.46	$147.46	11/15/2007
088483	11/13/2007	$252.11	$252.11	11/15/2007
09455A	11/13/2007	$53.15	$53.15	11/15/2007

13273B	11/13/2007	$31.30	$31.30	11/15/2007
014950	11/13/2007	$146.28	$146.28	11/15/2007
013273	11/13/2007	$165.66	$165.66	11/15/2007
00789A	11/13/2007	$75.74	$75.74	11/15/2007
171363	11/13/2007	$103.67	$103.67	11/15/2007
411871	11/13/2007	$33.29	$33.29	11/15/2007
411871	11/13/2007	$41.56	$41.56	11/15/2007
411871	11/13/2007	$76.33	$76.33	11/15/2007
82558A	11/13/2007	$9.63	$9.63	11/15/2007
013716	11/13/2007	$80.32	$80.32	11/15/2007
13716A	11/13/2007	$146.29	$146.29	11/15/2007
699198	11/13/2007	$13.79	$13.79	11/15/2007
699198	11/13/2007	$127.49	$127.49	11/15/2007
08077C	11/13/2007	$70.39	$70.39	11/15/2007
734801	11/13/2007	$146.29	$146.29	11/15/2007
013978	11/13/2007	$20.45	$20.45	11/15/2007
013978	11/13/2007	$10.13	$10.13	11/15/2007
013978	11/13/2007	$20.74	$20.74	11/15/2007
01885C	11/13/2007	$20.60	$20.60	11/15/2007
411871	11/13/2007	($40.66)	($40.66)	11/15/2007
809495	11/13/2007	$23.59	$23.59	11/15/2007
809495	11/13/2007	$22.08	$22.08	11/15/2007
809495	11/13/2007	$22.53	$22.53	11/15/2007
411871	11/13/2007	($32.39)	($32.39)	11/15/2007
411871	11/13/2007	$33.29	$33.29	11/15/2007
411871	11/13/2007	$41.56	$41.56	11/15/2007
411871	11/13/2007	($40.66)	($40.66)	11/15/2007
411871	11/13/2007	$41.56	$41.56	11/15/2007
05339A	11/5/2007	($239.63)	($239.63)	11/15/2007
18001A	11/13/2007	$5.96	$5.96	11/15/2007
18001A	11/13/2007	$4.21	$4.21	11/15/2007
641256	11/13/2007	$8.96	$8.96	11/15/2007
827934	11/13/2007	$4.45	$4.45	11/15/2007
01928A	11/13/2007	$33.29	$33.29	11/15/2007
01928A	11/13/2007	$72.61	$72.61	11/15/2007
01928A	11/13/2007	$4.35	$4.35	11/15/2007
017006	11/13/2007	$10.28	$10.28	11/15/2007
017006	11/13/2007	$6.32	$6.32	11/15/2007
017006	11/13/2007	$6.41	$6.41	11/15/2007
017006	11/13/2007	($5.42)	($5.42)	11/15/2007
017006	11/13/2007	$16.29	$16.29	11/15/2007
017006	11/13/2007	($15.39)	($15.39)	11/15/2007
017006	11/13/2007	$9.62	$9.62	11/15/2007
017006	11/13/2007	($8.72)	($8.72)	11/15/2007
017006	11/13/2007	$9.53	$9.53	11/15/2007
017006	11/13/2007	($8.63)	($8.63)	11/15/2007
017006	11/13/2007	$7.78	$7.78	11/15/2007
017006	11/13/2007	($6.88)	($6.88)	11/15/2007
017006	11/13/2007	$12.61	$12.61	11/15/2007
03094B	10/10/2007	$31.90	$31.90	11/15/2007
465783	11/13/2007	$21.63	$21.63	11/15/2007
465783	11/13/2007	$5.25	$5.25	11/15/2007
007729	11/13/2007	$6.81	$6.81	11/15/2007
007729	11/13/2007	$4.96	$4.96	11/15/2007
007729	11/13/2007	$16.81	$16.81	11/15/2007
07729B	11/13/2007	$7.47	$7.47	11/15/2007
07729B	11/13/2007	$7.08	$7.08	11/15/2007
09350A	11/13/2007	$55.23	$55.23	11/15/2007

09350A	11/13/2007	$98.07	$98.07	11/15/2007
007097	11/13/2007	$103.98	$103.98	11/15/2007
007097	11/13/2007	$27.91	$27.91	11/15/2007
007097	11/13/2007	$4.84	$4.84	11/15/2007
117654	11/14/2007	$28.20	$28.20	11/15/2007
117654	11/14/2007	$7.18	$7.18	11/15/2007
117654	11/14/2007	$8.95	$8.95	11/15/2007
016508	11/14/2007	$120.66	$120.66	11/15/2007
929115	11/14/2007	$8.88	$8.88	11/15/2007
545232	11/14/2007	$98.07	$98.07	11/15/2007
01883B	11/14/2007	$9.53	$9.53	11/15/2007
01883B	11/14/2007	$5.65	$5.65	11/15/2007
01883B	11/14/2007	$111.22	$111.22	11/15/2007
018004	11/14/2007	$141.56	$141.56	11/15/2007
018004	11/14/2007	$78.80	$78.80	11/15/2007
012924	11/14/2007	$14.97	$14.97	11/15/2007
012924	11/14/2007	$252.11	$252.11	11/15/2007
02464C	11/7/2007	($23.46)	($23.46)	11/15/2007
520154	11/14/2007	$7.25	$7.25	11/15/2007
02464C	11/7/2007	$24.36	$24.36	11/15/2007
785899	11/14/2007	$25.99	$25.99	11/15/2007
016951	11/14/2007	$22.59	$22.59	11/15/2007
016951	11/14/2007	$33.29	$33.29	11/15/2007
016951	11/14/2007	$48.49	$48.49	11/15/2007
016951	11/14/2007	($32.39)	($32.39)	11/15/2007
016951	11/14/2007	$26.43	$26.43	11/15/2007
873247	11/14/2007	$64.62	$64.62	11/15/2007
507225	11/14/2007	$126.30	$126.30	11/15/2007
507225	11/14/2007	$33.79	$33.79	11/15/2007
14869A	11/14/2007	$44.47	$44.47	11/15/2007
295884	11/14/2007	$9.86	$9.86	11/15/2007
13159B	11/14/2007	$23.37	$23.37	11/15/2007
13159C	11/14/2007	$23.37	$23.37	11/15/2007
00789A	11/14/2007	$33.41	$33.41	11/15/2007
012297	11/14/2007	$4.18	$4.18	11/15/2007
017961	11/14/2007	$24.94	$24.94	11/15/2007
017961	11/14/2007	$252.11	$252.11	11/15/2007
012297	11/14/2007	($3.28)	($3.28)	11/15/2007
012297	11/14/2007	$7.12	$7.12	11/15/2007
741100	11/14/2007	$21.82	$21.82	11/15/2007
741100	11/14/2007	$6.90	$6.90	11/15/2007
741100	11/14/2007	($20.92)	($20.92)	11/15/2007
741100	11/14/2007	($6.00)	($6.00)	11/15/2007
011421	11/14/2007	$11.28	$11.28	11/15/2007
013820	11/14/2007	$8.62	$8.62	11/15/2007
013820	11/14/2007	$20.78	$20.78	11/15/2007
472564	11/14/2007	$12.70	$12.70	11/15/2007
472564	11/14/2007	$120.66	$120.66	11/15/2007
295884	11/14/2007	$14.83	$14.83	11/15/2007
472564	11/14/2007	($11.80)	($11.80)	11/15/2007
472564	11/14/2007	$12.70	$12.70	11/15/2007
013820	11/14/2007	$7.90	$7.90	11/15/2007
459755	11/15/2007	$13.93	$13.93	11/15/2007
459755	11/15/2007	$6.31	$6.31	11/15/2007
459755	11/15/2007	$4.81	$4.81	11/15/2007
637808	11/15/2007	$29.99	$29.99	11/15/2007
546921	11/15/2007	$21.48	$21.48	11/15/2007
008352	11/15/2007	$46.52	$46.52	11/15/2007

011159	11/15/2007	$14.48	$14.48	11/15/2007
011159	11/15/2007	$78.80	$78.80	11/15/2007
680265	11/15/2007	$20.60	$20.60	11/15/2007
680265	11/15/2007	($19.70)	($19.70)	11/15/2007
09470B	11/15/2007	$22.49	$22.49	11/15/2007
988774	11/15/2007	$29.09	$29.09	11/15/2007
988774	11/15/2007	$126.32	$126.32	11/15/2007
05339A	11/15/2007	$251.15	$251.15	11/15/2007
014357	11/15/2007	$8.19	$8.19	11/15/2007
028560	11/15/2007	$78.22	$78.22	11/15/2007
450570	11/15/2007	$29.28	$29.28	11/15/2007
014357	11/15/2007	$4.81	$4.81	11/15/2007
450570	11/15/2007	($28.38)	($28.38)	11/15/2007
014357	11/15/2007	$13.45	$13.45	11/15/2007
450570	11/15/2007	$29.28	$29.28	11/15/2007
291775	11/15/2007	$61.07	$61.07	11/15/2007
291775	11/15/2007	$36.53	$36.53	11/15/2007
09868D	11/15/2007	$78.22	$78.22	11/15/2007
520154	11/16/2007	$4.89	$4.89	11/30/2007
13115A	11/16/2007	$49.04	$49.04	11/30/2007
13115A	11/16/2007	$93.32	$93.32	11/30/2007
16300A	11/16/2007	$11.33	$11.33	11/30/2007
009628	11/16/2007	$82.23	$82.23	11/30/2007
009628	11/16/2007	$75.74	$75.74	11/30/2007
017174	11/16/2007	$47.46	$47.46	11/30/2007
734778	11/16/2007	$80.32	$80.32	11/30/2007
017174	11/16/2007	$13.81	$13.81	11/30/2007
017174	11/16/2007	$28.97	$28.97	11/30/2007
007885	11/16/2007	$33.07	$33.07	11/30/2007
324837	11/27/2007	$152.82	$152.82	11/30/2007
324837	11/27/2007	$328.36	$328.36	11/30/2007
013737	11/27/2007	$84.30	$84.30	11/30/2007
017109	11/27/2007	$37.91	$37.91	11/30/2007
535293	11/27/2007	$84.30	$84.30	11/30/2007
535293	11/27/2007	$23.22	$23.22	11/30/2007
17905C	11/28/2007	$252.11	$252.11	11/30/2007
17905C	11/28/2007	($251.21)	($251.21)	11/30/2007
07097A	11/27/2007	($4.00)	($4.00)	11/30/2007
07097A	11/27/2007	($16.44)	($16.44)	11/30/2007
07097A	11/27/2007	($13.60)	($13.60)	11/30/2007
06623B	11/28/2007	$11.32	$11.32	11/30/2007
645220	11/28/2007	$75.18	$75.18	11/30/2007
02267A	11/28/2007	$84.32	$84.32	11/30/2007
02267A	11/28/2007	$146.09	$146.09	11/30/2007
457224	11/28/2007	$32.51	$32.51	11/30/2007
384074	11/28/2007	$68.50	$68.50	11/30/2007
02254A	11/28/2007	$88.26	$88.26	11/30/2007
013919	11/28/2007	$21.19	$21.19	11/30/2007
013919	11/28/2007	$49.61	$49.61	11/30/2007
07097A	11/28/2007	$4.19	$4.19	11/30/2007
07097A	11/28/2007	$5.34	$5.34	11/30/2007
07097A	11/28/2007	$134.26	$134.26	11/30/2007
826769	11/28/2007	$9.84	$9.84	11/30/2007
978328	11/28/2007	$21.48	$21.48	11/30/2007
663914	11/28/2007	$4.96	$4.96	11/30/2007
663914	11/28/2007	$27.99	$27.99	11/30/2007
663914	11/28/2007	$22.29	$22.29	11/30/2007
013557	11/28/2007	$30.66	$30.66	11/30/2007

017906	11/28/2007	$6.20	$6.20	11/30/2007
017906	11/28/2007	$27.91	$27.91	11/30/2007
011927	11/28/2007	$49.65	$49.65	11/30/2007
011927	11/28/2007	$4.58	$4.58	11/30/2007
010712	11/28/2007	$147.46	$147.46	11/30/2007
010712	11/28/2007	$102.72	$102.72	11/30/2007
483650	11/20/2007	($27.09)	($27.09)	11/30/2007
483650	11/28/2007	$47.74	$47.74	11/30/2007
018280	11/28/2007	$41.94	$41.94	11/30/2007
343183	11/28/2007	$12.36	$12.36	11/30/2007
343183	11/28/2007	$150.07	$150.07	11/30/2007
343183	11/28/2007	$123.44	$123.44	11/30/2007
018280	11/28/2007	($41.04)	($41.04)	11/30/2007
018280	11/28/2007	$40.44	$40.44	11/30/2007
247064	11/28/2007	$20.78	$20.78	11/30/2007
014230	11/28/2007	$32.65	$32.65	11/30/2007
436725	11/28/2007	$6.96	$6.96	11/30/2007
483650	11/28/2007	$43.56	$43.56	11/30/2007
014230	11/28/2007	$146.29	$146.29	11/30/2007
014230	11/28/2007	($145.39)	($145.39)	11/30/2007
014230	11/28/2007	$208.52	$208.52	11/30/2007
211815	11/28/2007	$31.90	$31.90	11/30/2007
211815	11/28/2007	$49.60	$49.60	11/30/2007
211815	11/26/2007	$13.59	$13.59	11/30/2007
082968	11/28/2007	$213.34	$213.34	11/30/2007
082968	11/28/2007	$10.77	$10.77	11/30/2007
088483	11/28/2007	$6.17	$6.17	11/30/2007
04146D	11/28/2007	$135.52	$135.52	11/30/2007
011376	11/28/2007	$58.70	$58.70	11/30/2007
011376	11/28/2007	$113.31	$113.31	11/30/2007
017174	11/16/2007	($28.07)	($28.07)	11/30/2007
017174	11/16/2007	$78.80	$78.80	11/30/2007
017174	11/16/2007	($12.91)	($12.91)	11/30/2007
017174	11/16/2007	$28.97	$28.97	11/30/2007
01161A	11/16/2007	$17.25	$17.25	11/30/2007
017174	11/16/2007	($46.56)	($46.56)	11/30/2007
017174	11/16/2007	$47.46	$47.46	11/30/2007
01161A	11/16/2007	$80.03	$80.03	11/30/2007
17882C	11/16/2007	$64.41	$64.41	11/30/2007
763384	11/16/2007	$3.58	$3.58	11/30/2007
17882C	11/16/2007	$3.76	$3.76	11/30/2007
763384	11/16/2007	$6.90	$6.90	11/30/2007
17882C	11/16/2007	$92.65	$92.65	11/30/2007
02406A	11/16/2007	$49.60	$49.60	11/30/2007
976341	11/16/2007	$4.25	$4.25	11/30/2007
016155	11/16/2007	$67.55	$67.55	11/30/2007
014381	11/16/2007	$8.78	$8.78	11/30/2007
014381	11/16/2007	$5.88	$5.88	11/30/2007
016155	11/16/2007	$9.90	$9.90	11/30/2007
011749	11/17/2007	$11.54	$11.54	11/30/2007
008885	11/17/2007	$54.83	$54.83	11/30/2007
03273B	10/26/2007	($48.70)	($48.70)	11/30/2007
03273B	10/26/2007	$49.60	$49.60	11/30/2007
008317	10/26/2007	($41.37)	($41.37)	11/30/2007
008317	10/26/2007	$42.27	$42.27	11/30/2007
008317	10/26/2007	($41.37)	($41.37)	11/30/2007
008317	10/26/2007	$42.27	$42.27	11/30/2007
15483A	11/17/2007	$15.15	$15.15	11/30/2007

568419	11/17/2007	$125.02	$125.02	11/30/2007
568419	11/17/2007	($124.12)	($124.12)	11/30/2007
568419	11/17/2007	$242.60	$242.60	11/30/2007
568419	11/17/2007	$24.55	$24.55	11/30/2007
568419	11/17/2007	($23.65)	($23.65)	11/30/2007
568419	11/17/2007	$24.55	$24.55	11/30/2007
568419	11/17/2007	($23.65)	($23.65)	11/30/2007
008154	11/17/2007	$6.91	$6.91	11/30/2007
016934	11/18/2007	$4.45	$4.45	11/30/2007
013123	11/19/2007	$44.16	$44.16	11/30/2007
013123	11/19/2007	$40.69	$40.69	11/30/2007
013123	11/19/2007	$12.10	$12.10	11/30/2007
17609A	11/19/2007	$4.45	$4.45	11/30/2007
841134	11/19/2007	$8.45	$8.45	11/30/2007
39285A	11/19/2007	$11.28	$11.28	11/30/2007
39285A	11/19/2007	$5.44	$5.44	11/30/2007
06474A	11/19/2007	$8.79	$8.79	11/30/2007
589332	11/19/2007	$127.11	$127.11	11/30/2007
589332	11/19/2007	$38.01	$38.01	11/30/2007
015154	11/19/2007	$238.57	$238.57	11/30/2007
015154	11/19/2007	$32.02	$32.02	11/30/2007
015154	11/19/2007	$54.12	$54.12	11/30/2007
017153	11/19/2007	$84.30	$84.30	11/30/2007
04739A	11/19/2007	$71.51	$71.51	11/30/2007
04739A	11/19/2007	$214.23	$214.23	11/30/2007
009417	11/19/2007	$21.78	$21.78	11/30/2007
04739A	11/19/2007	$56.64	$56.64	11/30/2007
906309	11/19/2007	$24.24	$24.24	11/30/2007
906309	11/19/2007	$127.50	$127.50	11/30/2007
841134	11/9/2007	($6.47)	($6.47)	11/30/2007
841134	11/19/2007	$84.41	$84.41	11/30/2007
841134	11/19/2007	($83.51)	($83.51)	11/30/2007
841134	11/19/2007	$84.32	$84.32	11/30/2007
604736	11/19/2007	$33.79	$33.79	11/30/2007
604736	11/19/2007	$4.88	$4.88	11/30/2007
604736	11/19/2007	$40.92	$40.92	11/30/2007
604736	11/19/2007	($40.02)	($40.02)	11/30/2007
604736	11/19/2007	$22.51	$22.51	11/30/2007
16969B	11/19/2007	$34.87	$34.87	11/30/2007
007147	11/19/2007	$33.15	$33.15	11/30/2007
007147	11/19/2007	$150.57	$150.57	11/30/2007
16969B	11/19/2007	$10.45	$10.45	11/30/2007
16969B	11/19/2007	$85.98	$85.98	11/30/2007
432341	11/19/2007	$23.34	$23.34	11/30/2007
906309	11/19/2007	$34.16	$34.16	11/30/2007
17609A	11/19/2007	$4.45	$4.45	11/30/2007
011749	11/19/2007	$30.80	$30.80	11/30/2007
06967A	11/19/2007	$4.90	$4.90	11/30/2007
06967A	11/19/2007	$11.62	$11.62	11/30/2007
04151C	11/19/2007	$56.42	$56.42	11/30/2007
04151C	11/19/2007	($55.52)	($55.52)	11/30/2007
04151C	11/19/2007	$56.42	$56.42	11/30/2007
029758	10/30/2007	($148.84)	($148.84)	11/30/2007
029758	10/30/2007	($97.17)	($97.17)	11/30/2007
937549	11/20/2007	$23.33	$23.33	11/30/2007
937549	11/20/2007	$21.09	$21.09	11/30/2007
937549	11/20/2007	($20.19)	($20.19)	11/30/2007
937549	11/20/2007	($22.43)	($22.43)	11/30/2007

016961	11/20/2007	$5.25	$5.25	11/30/2007
16969B	11/19/2007	($33.97)	($33.97)	11/30/2007
16969B	11/19/2007	$34.87	$34.87	11/30/2007
016289	11/20/2007	$33.24	$33.24	11/30/2007
07685B	10/31/2007	($32.73)	($32.73)	11/30/2007
074308	11/12/2007	($21.60)	($21.60)	11/30/2007
17830A	11/26/2007	$7.25	$7.25	11/30/2007
016490	11/26/2007	$23.29	$23.29	11/30/2007
016490	11/26/2007	$22.75	$22.75	11/30/2007
016490	11/26/2007	($22.39)	($22.39)	11/30/2007
016490	11/26/2007	$43.63	$43.63	11/30/2007
865505	11/26/2007	$127.53	$127.53	11/30/2007
865505	11/26/2007	$28.03	$28.03	11/30/2007
865505	11/26/2007	($126.63)	($126.63)	11/30/2007
865505	11/26/2007	$252.11	$252.11	11/30/2007
865505	11/26/2007	($27.13)	($27.13)	11/30/2007
865505	11/26/2007	$28.03	$28.03	11/30/2007
03562A	11/26/2007	$252.11	$252.11	11/30/2007
397365	11/26/2007	$48.69	$48.69	11/30/2007
13596B	11/26/2007	$16.79	$16.79	11/30/2007
13596B	11/26/2007	$9.13	$9.13	11/30/2007
13596A	11/26/2007	$26.43	$26.43	11/30/2007
012487	11/26/2007	$26.77	$26.77	11/30/2007
012487	11/26/2007	$11.33	$11.33	11/30/2007
802775	11/27/2007	$202.48	$202.48	11/30/2007
802775	11/27/2007	$146.29	$146.29	11/30/2007
388544	11/26/2007	$4.93	$4.93	11/30/2007
388544	11/26/2007	$23.59	$23.59	11/30/2007
388544	11/26/2007	$21.48	$21.48	11/30/2007
388536	11/26/2007	$22.65	$22.65	11/30/2007
388536	11/27/2007	$3.90	$3.90	11/30/2007
388536	11/27/2007	$21.48	$21.48	11/30/2007
017886	11/27/2007	$20.15	$20.15	11/30/2007
783122	11/27/2007	$14.69	$14.69	11/30/2007
783122	11/27/2007	$61.76	$61.76	11/30/2007
324837	11/27/2007	$129.78	$129.78	11/30/2007
660571	11/27/2007	$7.50	$7.50	11/30/2007
17867A	11/26/2007	$107.40	$107.40	11/30/2007
820015	11/27/2007	$129.78	$129.78	11/30/2007
906256	11/27/2007	$11.19	$11.19	11/30/2007
906256	11/27/2007	$6.81	$6.81	11/30/2007
010803	11/27/2007	$24.04	$24.04	11/30/2007
010803	11/27/2007	$74.24	$74.24	11/30/2007
012126	11/27/2007	$12.85	$12.85	11/30/2007
012126	11/27/2007	$27.70	$27.70	11/30/2007
12126A	11/27/2007	$5.66	$5.66	11/30/2007
03495C	11/27/2007	$21.85	$21.85	11/30/2007
03495C	11/27/2007	$47.80	$47.80	11/30/2007
01570B	11/23/2007	$14.97	$14.97	11/30/2007
717056	11/27/2007	$22.03	$22.03	11/30/2007
717056	11/27/2007	$33.29	$33.29	11/30/2007
107123	11/27/2007	$4.45	$4.45	11/30/2007
742614	11/26/2007	$4.05	$4.05	11/30/2007
742813	11/27/2007	$109.29	$109.29	11/30/2007
937549	11/27/2007	$217.58	$217.58	11/30/2007
906256	11/27/2007	$78.88	$78.88	11/30/2007
17981A	11/28/2007	$8.62	$8.62	11/30/2007
17810A	11/28/2007	$20.48	$20.48	11/30/2007

11222B	11/29/2007	$18.34	$18.34	11/30/2007
11222B	11/29/2007	$17.47	$17.47	11/30/2007
011222	11/29/2007	$13.59	$13.59	11/30/2007
011222	11/29/2007	$5.25	$5.25	11/30/2007
12029A	11/28/2007	$31.95	$31.95	11/30/2007
294886	11/29/2007	$149.74	$149.74	11/30/2007
12029C	11/28/2007	$21.93	$21.93	11/30/2007
294886	11/29/2007	($148.84)	($148.84)	11/30/2007
620690	11/30/2007	$8.62	$8.62	11/30/2007
05732A	11/30/2007	$22.75	$22.75	11/30/2007
403283	11/30/2007	$22.53	$22.53	11/30/2007
017773	11/30/2007	$121.62	$121.62	11/30/2007
017773	11/30/2007	$146.29	$146.29	11/30/2007
17947C	11/30/2007	$4.74	$4.74	11/30/2007
015728	11/26/2007	$4.90	$4.90	11/30/2007
018056	11/28/2007	($3.91)	($3.91)	11/30/2007
15728B	11/30/2007	$7.83	$7.83	11/30/2007
014658	11/30/2007	$21.68	$21.68	11/30/2007
014658	11/30/2007	$6.20	$6.20	11/30/2007
015728	11/26/2007	$33.29	$33.29	11/30/2007
014658	11/30/2007	$48.85	$48.85	11/30/2007
007750	11/30/2007	$9.55	$9.55	11/30/2007
018056	11/30/2007	$84.32	$84.32	11/30/2007
009615	11/30/2007	$84.30	$84.30	11/30/2007
012030	11/30/2007	$76.99	$76.99	11/30/2007
017919	11/30/2007	$10.00	$10.00	11/30/2007
362552	11/30/2007	$121.25	$121.25	11/30/2007
007967	11/30/2007	$4.45	$4.45	11/30/2007
012030	11/30/2007	$103.67	$103.67	11/30/2007
015728	11/30/2007	$76.90	$76.90	11/30/2007
018224	11/30/2007	$94.36	$94.36	11/30/2007
04611A	11/30/2007	$73.08	$73.08	11/30/2007
009478	11/30/2007	$6.73	$6.73	11/30/2007
009478	11/30/2007	$14.34	$14.34	11/30/2007
013343	11/30/2007	$6.54	$6.54	11/30/2007
013343	11/30/2007	$11.64	$11.64	11/30/2007
013343	11/30/2007	$4.70	$4.70	11/30/2007
069236	11/30/2007	$54.85	$54.85	11/30/2007
09478C	11/30/2007	$25.43	$25.43	11/30/2007
017878	11/30/2007	$4.44	$4.44	11/30/2007
785533	11/27/2007	$113.31	$113.31	11/30/2007
785533	11/27/2007	($21.85)	($21.85)	11/30/2007
785533	11/27/2007	$33.79	$33.79	11/30/2007
783122	11/27/2007	$9.32	$9.32	11/30/2007
10865A	11/27/2007	$228.01	$228.01	11/30/2007
018305	11/27/2007	$10.12	$10.12	11/30/2007
465783	11/27/2007	$36.74	$36.74	11/30/2007
937549	11/26/2007	$20.80	$20.80	11/30/2007
937549	11/26/2007	$21.35	$21.35	11/30/2007
018305	11/27/2007	$103.67	$103.67	11/30/2007
018305	11/27/2007	$55.93	$55.93	11/30/2007
013799	10/9/2007	($79.68)	($79.68)	11/30/2007
013799	10/9/2007	$80.58	$80.58	11/30/2007
785533	11/27/2007	$20.77	$20.77	11/30/2007
309455	11/27/2007	($5.35)	($5.35)	11/30/2007
06554A	11/27/2007	$7.25	$7.25	11/30/2007
06554A	11/27/2007	$47.92	$47.92	11/30/2007
011765	11/30/2007	$5.47	$5.47	11/30/2007

11765C	11/30/2007	$29.64	$29.64	11/30/2007
11765C	11/30/2007	$37.56	$37.56	11/30/2007
02254A	11/16/2007	$27.70	$27.70	11/30/2007
02254A	11/16/2007	$6.84	$6.84	11/30/2007
275077	11/16/2007	$233.27	$233.27	11/30/2007
275077	11/1/2007	($6.21)	($6.21)	11/30/2007
275077	11/16/2007	$83.96	$83.96	11/30/2007
015793	11/16/2007	$8.00	$8.00	11/30/2007
008925	11/16/2007	$82.23	$82.23	11/30/2007
008925	11/16/2007	$8.73	$8.73	11/30/2007
008925	11/16/2007	$134.26	$134.26	11/30/2007
609370	11/16/2007	$18.79	$18.79	11/30/2007
01211A	11/16/2007	$149.74	$149.74	11/30/2007
01211A	11/16/2007	$27.70	$27.70	11/30/2007
01211A	11/16/2007	($26.80)	($26.80)	11/30/2007
01211A	11/16/2007	$74.54	$74.54	11/30/2007
013557	11/16/2007	$6.42	$6.42	11/30/2007
17789C	11/16/2007	$91.61	$91.61	11/30/2007
017479	11/16/2007	$126.30	$126.30	11/30/2007
011923	11/16/2007	$6.20	$6.20	11/30/2007
011923	11/16/2007	$6.20	$6.20	11/30/2007
011923	11/16/2007	$21.35	$21.35	11/30/2007
397365	11/16/2007	$26.71	$26.71	11/30/2007
107123	11/5/2007	($117.97)	($117.97)	11/30/2007
107123	11/1/2007	($3.55)	($3.55)	11/30/2007
03293C	11/16/2007	$134.26	$134.26	11/30/2007
211673	11/16/2007	$6.44	$6.44	11/30/2007
767451	11/16/2007	$56.72	$56.72	11/30/2007
05252A	11/16/2007	$6.20	$6.20	11/30/2007
008313	11/16/2007	$14.69	$14.69	11/30/2007
008313	11/16/2007	$27.70	$27.70	11/30/2007
328848	11/16/2007	$48.49	$48.49	11/30/2007
970623	11/16/2007	$147.46	$147.46	11/30/2007
801457	11/16/2007	$29.09	$29.09	11/30/2007
822075	11/16/2007	$24.93	$24.93	11/30/2007
822075	11/16/2007	$22.75	$22.75	11/30/2007
017865	11/16/2007	$30.00	$30.00	11/30/2007
017865	11/16/2007	$11.27	$11.27	11/30/2007
762210	11/16/2007	$11.86	$11.86	11/30/2007
010172	11/16/2007	$41.69	$41.69	11/30/2007
292951	11/16/2007	$114.45	$114.45	11/30/2007
183918	11/16/2007	$103.67	$103.67	11/30/2007
211659	11/16/2007	$146.29	$146.29	11/30/2007
211659	11/16/2007	$127.09	$127.09	11/30/2007
328848	11/16/2007	$147.46	$147.46	11/30/2007
506847	11/16/2007	$151.74	$151.74	11/30/2007
014159	11/6/2007	$4.71	$4.71	11/30/2007
014159	11/6/2007	$23.59	$23.59	11/30/2007
014159	11/6/2007	$21.42	$21.42	11/30/2007
007841	11/16/2007	$5.55	$5.55	11/30/2007
007841	11/16/2007	$5.78	$5.78	11/30/2007
018308	11/16/2007	$45.29	$45.29	11/30/2007
018308	11/16/2007	$4.45	$4.45	11/30/2007
018308	11/16/2007	($3.55)	($3.55)	11/30/2007
16271A	11/18/2007	$4.45	$4.45	11/30/2007
015819	11/18/2007	$35.43	$35.43	11/30/2007
015988	11/19/2007	$22.22	$22.22	11/30/2007
015988	11/19/2007	$6.54	$6.54	11/30/2007

007817	11/19/2007	$20.54	$20.54	11/30/2007
007817	11/19/2007	$3.90	$3.90	11/30/2007
007817	11/19/2007	$6.44	$6.44	11/30/2007
012507	11/19/2007	$23.74	$23.74	11/30/2007
15092A	11/19/2007	$22.75	$22.75	11/30/2007
012861	11/19/2007	$23.59	$23.59	11/30/2007
012861	11/19/2007	$21.42	$21.42	11/30/2007
012861	11/19/2007	$17.41	$17.41	11/30/2007
12861A	11/19/2007	$9.36	$9.36	11/30/2007
12582A	11/19/2007	$6.25	$6.25	11/30/2007
013047	11/19/2007	$84.32	$84.32	11/30/2007
013047	11/19/2007	$146.29	$146.29	11/30/2007
006906	11/19/2007	$6.90	$6.90	11/30/2007
037104	11/19/2007	$4.45	$4.45	11/30/2007
037104	11/19/2007	$12.18	$12.18	11/30/2007
012582	11/19/2007	$152.82	$152.82	11/30/2007
012582	11/19/2007	$62.94	$62.94	11/30/2007
037104	11/19/2007	$208.87	$208.87	11/30/2007
03921A	11/19/2007	$39.95	$39.95	11/30/2007
589332	11/19/2007	$38.41	$38.41	11/30/2007
02254A	11/16/2007	($26.80)	($26.80)	11/30/2007
02254A	11/16/2007	$27.70	$27.70	11/30/2007
039285	11/19/2007	$146.29	$146.29	11/30/2007
012582	11/19/2007	$143.20	$143.20	11/30/2007
02254A	11/16/2007	($26.80)	($26.80)	11/30/2007
02254A	11/16/2007	$27.70	$27.70	11/30/2007
014574	11/19/2007	$22.29	$22.29	11/30/2007
016239	11/19/2007	$21.60	$21.60	11/30/2007
016239	11/19/2007	$22.65	$22.65	11/30/2007
625110	11/19/2007	$91.66	$91.66	11/30/2007
235040	11/19/2007	$22.65	$22.65	11/30/2007
02406F	11/19/2007	$63.19	$63.19	11/30/2007
02406F	11/19/2007	$94.36	$94.36	11/30/2007
014987	11/19/2007	$184.30	$184.30	11/30/2007
009613	11/19/2007	$6.90	$6.90	11/30/2007
009613	11/19/2007	$4.45	$4.45	11/30/2007
008317	9/11/2007	($41.37)	($41.37)	11/30/2007
008317	9/11/2007	$42.27	$42.27	11/30/2007
008317	9/11/2007	($41.37)	($41.37)	11/30/2007
008317	9/11/2007	$42.27	$42.27	11/30/2007
008317	10/26/2007	($41.37)	($41.37)	11/30/2007
008317	10/26/2007	$42.27	$42.27	11/30/2007
865332	11/19/2007	$4.45	$4.45	11/30/2007
17789B	11/5/2007	($6.06)	($6.06)	11/30/2007
17789B	11/5/2007	$6.96	$6.96	11/30/2007
17651A	11/5/2007	($34.98)	($34.98)	11/30/2007
17651A	11/5/2007	$35.88	$35.88	11/30/2007
17651B	11/5/2007	($67.91)	($67.91)	11/30/2007
17651B	11/5/2007	$68.81	$68.81	11/30/2007
017792	11/19/2007	$52.94	$52.94	11/30/2007
14483B	11/19/2007	$7.59	$7.59	11/30/2007
017792	11/19/2007	$7.29	$7.29	11/30/2007
017792	11/19/2007	($6.39)	($6.39)	11/30/2007
017792	11/19/2007	$7.29	$7.29	11/30/2007
172977	11/19/2007	$15.84	$15.84	11/30/2007
15734D	11/20/2007	$11.53	$11.53	11/30/2007
015734	11/20/2007	$21.60	$21.60	11/30/2007
015734	11/20/2007	$6.20	$6.20	11/30/2007

17827C	11/20/2007	$28.82	$28.82	11/30/2007
01563A	11/20/2007	$123.59	$123.59	11/30/2007
014474	11/20/2007	$19.31	$19.31	11/30/2007
014474	11/20/2007	$6.44	$6.44	11/30/2007
16864A	11/7/2007	($26.80)	($26.80)	11/30/2007
16864A	11/7/2007	$27.70	$27.70	11/30/2007
008068	11/7/2007	($26.80)	($26.80)	11/30/2007
008068	11/7/2007	$27.70	$27.70	11/30/2007
16149A	11/7/2007	($26.80)	($26.80)	11/30/2007
16149A	11/7/2007	$27.70	$27.70	11/30/2007
016514	11/20/2007	$21.19	$21.19	11/30/2007
540930	11/20/2007	$4.93	$4.93	11/30/2007
540930	11/20/2007	$11.32	$11.32	11/30/2007
017193	11/20/2007	$20.90	$20.90	11/30/2007
017193	11/20/2007	$6.20	$6.20	11/30/2007
730662	11/20/2007	$6.25	$6.25	11/30/2007
158445	11/20/2007	$3.95	$3.95	11/30/2007
235040	11/20/2007	$94.83	$94.83	11/30/2007
017695	11/20/2007	$49.60	$49.60	11/30/2007
017695	11/20/2007	$15.98	$15.98	11/30/2007
017695	11/20/2007	$24.21	$24.21	11/30/2007
017785	11/20/2007	$4.96	$4.96	11/30/2007
017785	11/20/2007	$5.79	$5.79	11/30/2007
483650	11/20/2007	$27.99	$27.99	11/30/2007
568419	11/20/2007	$46.11	$46.11	11/30/2007
008864	11/20/2007	$30.00	$30.00	11/30/2007
013257	10/23/2007	$23.45	$23.45	11/30/2007
03515A	11/9/2007	($8.73)	($8.73)	11/30/2007
03515A	11/9/2007	$9.63	$9.63	11/30/2007
13090A	11/9/2007	($3.44)	($3.44)	11/30/2007
13090A	11/9/2007	$4.34	$4.34	11/30/2007
535124	11/20/2007	$33.10	$33.10	11/30/2007
535124	11/20/2007	$125.35	$125.35	11/30/2007
017109	11/27/2007	($37.01)	($37.01)	11/30/2007
017109	11/27/2007	$37.91	$37.91	11/30/2007
17109B	11/27/2007	$89.68	$89.68	11/30/2007
03437A	11/27/2007	$25.60	$25.60	11/30/2007
03437A	11/27/2007	$57.09	$57.09	11/30/2007
03437A	11/27/2007	$45.24	$45.24	11/30/2007
906256	11/27/2007	($5.91)	($5.91)	11/30/2007
008948	11/27/2007	$237.88	$237.88	11/30/2007
016490	11/27/2007	$327.00	$327.00	11/30/2007
905029	11/27/2007	$21.27	$21.27	11/30/2007
905029	11/27/2007	$33.85	$33.85	11/30/2007
905029	11/26/2007	$6.20	$6.20	11/30/2007
04462C	11/27/2007	$30.70	$30.70	11/30/2007
04462C	11/27/2007	$56.42	$56.42	11/30/2007
04462C	11/27/2007	$8.83	$8.83	11/30/2007
16423A	10/1/2007	($8.55)	($8.55)	11/30/2007
16423A	10/1/2007	$9.45	$9.45	11/30/2007
16423A	10/1/2007	($13.26)	($13.26)	11/30/2007
16423A	10/1/2007	$14.16	$14.16	11/30/2007
16423A	10/1/2007	($49.16)	($49.16)	11/30/2007
16423A	10/1/2007	$50.06	$50.06	11/30/2007
16423A	10/1/2007	($8.55)	($8.55)	11/30/2007
16423A	10/1/2007	$9.45	$9.45	11/30/2007
16423A	10/1/2007	($13.26)	($13.26)	11/30/2007
16423A	10/1/2007	$14.16	$14.16	11/30/2007

295884	11/26/2007	$20.17	$20.17	11/30/2007
013557	11/27/2007	$151.24	$151.24	11/30/2007
07208B	11/27/2007	$121.41	$121.41	11/30/2007
668148	11/27/2007	$25.99	$25.99	11/30/2007
010865	11/26/2007	$9.34	$9.34	11/30/2007
010865	11/26/2007	$21.92	$21.92	11/30/2007
010865	11/26/2007	$23.36	$23.36	11/30/2007
785533	11/27/2007	$22.75	$22.75	11/30/2007
785533	11/27/2007	($21.85)	($21.85)	11/30/2007
785533	11/27/2007	$22.75	$22.75	11/30/2007
009264	11/27/2007	$22.75	$22.75	11/30/2007
009264	11/27/2007	$3.71	$3.71	11/30/2007
309455	11/27/2007	$31.66	$31.66	11/30/2007
309455	11/27/2007	$22.03	$22.03	11/30/2007
013190	11/27/2007	$15.15	$15.15	11/30/2007
013190	11/27/2007	$70.07	$70.07	11/30/2007
309455	11/27/2007	$6.25	$6.25	11/30/2007
785533	11/27/2007	($19.87)	($19.87)	11/30/2007
785533	11/27/2007	$9.20	$9.20	11/30/2007
02500A	10/11/2007	($126.60)	($126.60)	11/30/2007
02500A	10/11/2007	$127.50	$127.50	11/30/2007
17855B	10/11/2007	($67.91)	($67.91)	11/30/2007
17855B	10/11/2007	$68.81	$68.81	11/30/2007
17855B	10/11/2007	($16.57)	($16.57)	11/30/2007
17855B	10/11/2007	$17.47	$17.47	11/30/2007
309455	11/27/2007	$6.25	$6.25	11/30/2007
018319	11/27/2007	$174.61	$174.61	11/30/2007
361427	11/27/2007	$150.57	$150.57	11/30/2007
014839	11/27/2007	$42.44	$42.44	11/30/2007
08934A	11/27/2007	$4.45	$4.45	11/30/2007
08934A	11/27/2007	$16.04	$16.04	11/30/2007
08934A	11/27/2007	$33.44	$33.44	11/30/2007
014839	11/27/2007	$108.12	$108.12	11/30/2007
968026	11/27/2007	$75.74	$75.74	11/30/2007
016163	11/27/2007	$78.81	$78.81	11/30/2007
006916	11/27/2007	$49.65	$49.65	11/30/2007
920637	11/27/2007	$5.23	$5.23	11/30/2007
920637	11/27/2007	$8.34	$8.34	11/30/2007
06916A	11/27/2007	$8.68	$8.68	11/30/2007
018386	11/27/2007	$54.85	$54.85	11/30/2007
018386	11/27/2007	$4.58	$4.58	11/30/2007
870464	11/27/2007	$9.53	$9.53	11/30/2007
870464	11/27/2007	$76.16	$76.16	11/30/2007
08934A	11/27/2007	($15.14)	($15.14)	11/30/2007
016163	11/27/2007	$56.29	$56.29	11/30/2007
006916	11/27/2007	($48.75)	($48.75)	11/30/2007
07097A	11/27/2007	$4.90	$4.90	11/30/2007
07097A	11/27/2007	$14.50	$14.50	11/30/2007
08934A	11/27/2007	$15.72	$15.72	11/30/2007
881369	11/27/2007	$70.07	$70.07	11/30/2007
881369	11/27/2007	$22.65	$22.65	11/30/2007
06554A	11/27/2007	$42.27	$42.27	11/30/2007
08934A	11/27/2007	($3.55)	($3.55)	11/30/2007
08934A	11/27/2007	$4.45	$4.45	11/30/2007
013737	11/27/2007	($83.40)	($83.40)	11/30/2007
013737	11/27/2007	$247.01	$247.01	11/30/2007
013737	11/27/2007	$49.90	$49.90	11/30/2007
013737	11/27/2007	$150.07	$150.07	11/30/2007

008068	11/27/2007	$78.22	$78.22	11/30/2007
472564	11/27/2007	$163.91	$163.91	11/30/2007
05294A	11/26/2007	$9.14	$9.14	11/30/2007
622396	11/27/2007	$39.95	$39.95	11/30/2007
929115	11/28/2007	$28.03	$28.03	11/30/2007
07360A	11/27/2007	$14.86	$14.86	11/30/2007
07360B	11/27/2007	$10.21	$10.21	11/30/2007
07360B	11/27/2007	$5.45	$5.45	11/30/2007
07360B	11/27/2007	($9.31)	($9.31)	11/30/2007
07360B	11/27/2007	$17.47	$17.47	11/30/2007
012643	11/28/2007	$6.73	$6.73	11/30/2007
012643	11/28/2007	$11.28	$11.28	11/30/2007
12643A	11/27/2007	$115.73	$115.73	11/30/2007
012643	11/28/2007	($5.83)	($5.83)	11/30/2007
03273D	10/13/2007	($63.17)	($63.17)	11/30/2007
03273D	10/13/2007	$64.07	$64.07	11/30/2007
03273D	10/13/2007	($63.17)	($63.17)	11/30/2007
012643	11/28/2007	$6.73	$6.73	11/30/2007
03273D	10/13/2007	$64.07	$64.07	11/30/2007
012643	11/28/2007	($10.38)	($10.38)	11/30/2007
012643	11/28/2007	$11.28	$11.28	11/30/2007
088483	11/28/2007	($5.27)	($5.27)	11/30/2007
010744	11/28/2007	$127.53	$127.53	11/30/2007
088483	11/28/2007	$7.51	$7.51	11/30/2007
010744	11/28/2007	$59.88	$59.88	11/30/2007
04875B	11/28/2007	$4.81	$4.81	11/30/2007
017966	11/2/2007	($20.15)	($20.15)	11/30/2007
017966	11/2/2007	($20.01)	($20.01)	11/30/2007
014757	11/28/2007	$45.29	$45.29	11/30/2007
978328	11/28/2007	$4.70	$4.70	11/30/2007
04875B	11/28/2007	$87.30	$87.30	11/30/2007
04875B	11/28/2007	$146.29	$146.29	11/30/2007
082968	11/28/2007	$8.49	$8.49	11/30/2007
014757	11/28/2007	$12.80	$12.80	11/30/2007
007360	11/28/2007	$14.83	$14.83	11/30/2007
018056	11/28/2007	$4.81	$4.81	11/30/2007
018056	11/28/2007	$7.00	$7.00	11/30/2007
598148	11/28/2007	$7.08	$7.08	11/30/2007
016934	11/18/2007	($3.55)	($3.55)	11/30/2007
013090	10/15/2007	($28.15)	($28.15)	11/30/2007
013090	10/15/2007	$29.05	$29.05	11/30/2007
013090	10/15/2007	($40.00)	($40.00)	11/30/2007
013090	10/15/2007	$40.90	$40.90	11/30/2007
03174D	11/28/2007	$49.65	$49.65	11/30/2007
03174D	11/28/2007	$27.70	$27.70	11/30/2007
03174D	11/28/2007	$78.21	$78.21	11/30/2007
03174C	11/28/2007	$49.65	$49.65	11/30/2007
03174C	11/28/2007	$4.58	$4.58	11/30/2007
008732	11/28/2007	$31.95	$31.95	11/30/2007
17981A	11/28/2007	$9.03	$9.03	11/30/2007
92216A	11/28/2007	$4.93	$4.93	11/30/2007
978328	11/28/2007	$4.89	$4.89	11/30/2007
15658C	11/30/2007	$11.28	$11.28	11/30/2007
15658C	11/30/2007	$6.20	$6.20	11/30/2007
011643	11/30/2007	$49.60	$49.60	11/30/2007
011643	11/30/2007	$53.55	$53.55	11/30/2007
006916	11/27/2007	$49.65	$49.65	11/30/2007
011376	11/30/2007	$160.11	$160.11	11/30/2007

17894A	11/30/2007	$14.44	$14.44	11/30/2007
017245	11/30/2007	$4.85	$4.85	11/30/2007
017245	11/30/2007	$5.44	$5.44	11/30/2007
017245	11/30/2007	$4.50	$4.50	11/30/2007
009699	11/30/2007	$92.35	$92.35	11/30/2007
009699	11/30/2007	$17.31	$17.31	11/30/2007
010286	11/30/2007	$48.92	$48.92	11/30/2007
17109B	11/30/2007	$10.28	$10.28	11/30/2007
009699	11/30/2007	$6.17	$6.17	11/30/2007
906256	11/30/2007	$10.60	$10.60	11/30/2007
17109B	11/30/2007	$86.19	$86.19	11/30/2007
401951	11/30/2007	$80.89	$80.89	11/30/2007
401951	11/30/2007	$78.22	$78.22	11/30/2007
017153	11/30/2007	$8.48	$8.48	11/30/2007
010286	11/30/2007	$155.46	$155.46	11/30/2007
01725A	11/30/2007	$15.69	$15.69	11/30/2007
532964	11/30/2007	$78.80	$78.80	11/30/2007
01725A	11/30/2007	$146.29	$146.29	11/30/2007
09448A	11/30/2007	$49.60	$49.60	11/30/2007
016135	11/30/2007	$84.15	$84.15	11/30/2007
011765	11/30/2007	$157.01	$157.01	11/30/2007
016135	11/30/2007	$11.64	$11.64	11/30/2007
016135	11/30/2007	$33.20	$33.20	11/30/2007
15353A	11/30/2007	$9.06	$9.06	11/30/2007
017195	11/30/2007	$22.31	$22.31	11/30/2007
008680	11/30/2007	$7.12	$7.12	11/30/2007
008680	11/30/2007	$6.73	$6.73	11/30/2007
010027	11/30/2007	$103.11	$103.11	11/30/2007
006916	11/27/2007	($48.75)	($48.75)	11/30/2007
006916	11/30/2007	$123.44	$123.44	11/30/2007
011643	11/30/2007	$22.65	$22.65	11/30/2007
568909	11/29/2007	($69.55)	($69.55)	11/30/2007
568909	11/30/2007	$187.43	$187.43	11/30/2007
017021	11/30/2007	$114.33	$114.33	11/30/2007
017021	11/30/2007	$8.79	$8.79	11/30/2007
017021	11/30/2007	$7.11	$7.11	11/30/2007
011230	11/30/2007	$15.69	$15.69	11/30/2007
018386	11/30/2007	$9.88	$9.88	11/30/2007
90155A	11/30/2007	$19.21	$19.21	11/30/2007
018308	11/16/2007	$4.45	$4.45	11/30/2007
018308	11/16/2007	($3.55)	($3.55)	11/30/2007
018308	11/16/2007	$4.45	$4.45	11/30/2007
012876	11/16/2007	$11.28	$11.28	11/30/2007
012876	11/16/2007	$7.26	$7.26	11/30/2007
012876	11/16/2007	($10.38)	($10.38)	11/30/2007
012876	11/16/2007	$11.28	$11.28	11/30/2007
03329A	11/16/2007	$18.63	$18.63	11/30/2007
16303C	11/6/2007	$133.85	$133.85	11/30/2007
801457	11/16/2007	$80.35	$80.35	11/30/2007
873247	11/16/2007	$40.79	$40.79	11/30/2007
970623	11/16/2007	$150.07	$150.07	11/30/2007
873247	11/16/2007	$178.79	$178.79	11/30/2007
018305	11/16/2007	$10.12	$10.12	11/30/2007
018305	11/16/2007	($9.22)	($9.22)	11/30/2007
014181	11/16/2007	$6.73	$6.73	11/30/2007
012565	11/16/2007	$3.96	$3.96	11/30/2007
017828	11/17/2007	$4.95	$4.95	11/30/2007
10027A	11/17/2007	$12.67	$12.67	11/30/2007

10027A	11/17/2007	$27.70	$27.70	11/30/2007
10027A	11/17/2007	$4.84	$4.84	11/30/2007
11348B	11/19/2007	$5.02	$5.02	11/30/2007
11348B	11/19/2007	$36.63	$36.63	11/30/2007
11348B	11/19/2007	($4.12)	($4.12)	11/30/2007
11348B	11/19/2007	$103.11	$103.11	11/30/2007
16398A	11/19/2007	$10.87	$10.87	11/30/2007
017728	11/19/2007	$84.30	$84.30	11/30/2007
017728	11/19/2007	$66.23	$66.23	11/30/2007
017728	11/19/2007	$163.91	$163.91	11/30/2007
008856	11/19/2007	$7.93	$7.93	11/30/2007
008856	11/19/2007	$4.81	$4.81	11/30/2007
079570	11/19/2007	$328.36	$328.36	11/30/2007
948988	11/19/2007	$6.25	$6.25	11/30/2007
948988	11/19/2007	$33.29	$33.29	11/30/2007
008856	11/19/2007	$80.35	$80.35	11/30/2007
948988	11/19/2007	$108.14	$108.14	11/30/2007
008885	11/19/2007	$84.30	$84.30	11/30/2007
014710	11/19/2007	$92.90	$92.90	11/30/2007
620184	11/19/2007	$22.65	$22.65	11/30/2007
018314	11/19/2007	$48.23	$48.23	11/30/2007
235040	11/19/2007	$6.17	$6.17	11/30/2007
217921	11/19/2007	$39.75	$39.75	11/30/2007
010582	11/19/2007	$6.84	$6.84	11/30/2007
010582	11/19/2007	$15.84	$15.84	11/30/2007
948444	11/19/2007	$22.65	$22.65	11/30/2007
217921	11/19/2007	$112.78	$112.78	11/30/2007
217921	11/19/2007	$94.83	$94.83	11/30/2007
014303	11/19/2007	$24.37	$24.37	11/30/2007
05412A	11/19/2007	$17.80	$17.80	11/30/2007
520367	11/19/2007	$12.85	$12.85	11/30/2007
957283	11/19/2007	$19.58	$19.58	11/30/2007
394285	11/19/2007	$29.99	$29.99	11/30/2007
017453	11/19/2007	$134.26	$134.26	11/30/2007
957283	11/19/2007	$182.89	$182.89	11/30/2007
017453	11/19/2007	$27.70	$27.70	11/30/2007
010318	11/19/2007	$58.83	$58.83	11/30/2007
010318	11/19/2007	$11.28	$11.28	11/30/2007
16948A	11/19/2007	$3.87	$3.87	11/30/2007
17059B	11/19/2007	$17.47	$17.47	11/30/2007
17059B	11/19/2007	$37.83	$37.83	11/30/2007
17059B	11/19/2007	$34.14	$34.14	11/30/2007
06474A	11/19/2007	$63.26	$63.26	11/30/2007
06474A	11/19/2007	$17.80	$17.80	11/30/2007
409387	11/19/2007	$33.29	$33.29	11/30/2007
409387	11/19/2007	$247.01	$247.01	11/30/2007
12582A	11/19/2007	$126.30	$126.30	11/30/2007
183378	11/19/2007	$32.62	$32.62	11/30/2007
183378	11/19/2007	$6.02	$6.02	11/30/2007
016831	11/19/2007	$4.58	$4.58	11/30/2007
16831A	11/19/2007	$33.75	$33.75	11/30/2007
016831	11/19/2007	$94.82	$94.82	11/30/2007
12582A	11/19/2007	$146.29	$146.29	11/30/2007
017828	11/19/2007	$165.36	$165.36	11/30/2007
017828	11/19/2007	$76.31	$76.31	11/30/2007
015355	11/20/2007	$134.26	$134.26	11/30/2007
13090A	11/9/2007	($3.44)	($3.44)	11/30/2007
13090A	11/9/2007	$4.34	$4.34	11/30/2007

13090A	11/9/2007	($46.90)	($46.90)	11/30/2007
13090A	11/9/2007	$47.80	$47.80	11/30/2007
433628	11/20/2007	$125.87	$125.87	11/30/2007
018319	11/20/2007	$202.21	$202.21	11/30/2007
018319	11/20/2007	($201.31)	($201.31)	11/30/2007
018035	11/20/2007	$31.48	$31.48	11/30/2007
011974	11/20/2007	$9.63	$9.63	11/30/2007
011974	11/20/2007	$4.34	$4.34	11/30/2007
011974	11/20/2007	($8.73)	($8.73)	11/30/2007
011974	11/20/2007	$9.63	$9.63	11/30/2007
008864	11/20/2007	$96.79	$96.79	11/30/2007
008864	11/20/2007	$54.12	$54.12	11/30/2007
18238B	11/20/2007	$27.70	$27.70	11/30/2007
18238B	11/20/2007	($26.80)	($26.80)	11/30/2007
18238B	11/20/2007	$80.72	$80.72	11/30/2007
01864A	11/20/2007	$8.75	$8.75	11/30/2007
01864A	11/20/2007	$14.83	$14.83	11/30/2007
017168	11/20/2007	$21.07	$21.07	11/30/2007
017168	11/20/2007	$22.53	$22.53	11/30/2007
017168	11/20/2007	$22.81	$22.81	11/30/2007
14142A	11/20/2007	$60.33	$60.33	11/30/2007
117016	11/20/2007	$71.51	$71.51	11/30/2007
010521	11/20/2007	$108.59	$108.59	11/30/2007
010521	11/20/2007	$60.95	$60.95	11/30/2007
009291	11/20/2007	$14.16	$14.16	11/30/2007
009291	11/20/2007	$4.25	$4.25	11/30/2007
014097	11/20/2007	$12.85	$12.85	11/30/2007
014097	11/20/2007	$17.05	$17.05	11/30/2007
012982	11/20/2007	$43.70	$43.70	11/30/2007
014987	11/20/2007	$5.33	$5.33	11/30/2007
787451	11/20/2007	$21.18	$21.18	11/30/2007
787451	11/20/2007	$8.47	$8.47	11/30/2007
017828	11/17/2007	($4.05)	($4.05)	11/30/2007
017828	11/17/2007	$4.95	$4.95	11/30/2007
010726	10/26/2007	($11.45)	($11.45)	11/30/2007
631590	11/27/2007	$23.33	$23.33	11/30/2007
06950C	11/27/2007	$49.62	$49.62	11/30/2007
06950C	11/27/2007	$25.20	$25.20	11/30/2007
01885C	11/27/2007	$29.70	$29.70	11/30/2007
01885C	11/27/2007	$39.98	$39.98	11/30/2007
06950D	11/27/2007	$15.23	$15.23	11/30/2007
01885C	11/27/2007	($39.08)	($39.08)	11/30/2007
01885C	11/27/2007	$59.51	$59.51	11/30/2007
010809	11/27/2007	$78.80	$78.80	11/30/2007
07097A	11/27/2007	$17.34	$17.34	11/30/2007
630570	11/27/2007	$369.30	$369.30	11/30/2007
011126	11/27/2007	$10.60	$10.60	11/30/2007
03515B	11/27/2007	$21.26	$21.26	11/30/2007
03515B	11/27/2007	$27.70	$27.70	11/30/2007
03515B	11/27/2007	$78.21	$78.21	11/30/2007
04919B	11/27/2007	$7.12	$7.12	11/30/2007
625110	11/27/2007	$87.81	$87.81	11/30/2007
666474	11/27/2007	$78.07	$78.07	11/30/2007
17867A	11/26/2007	($106.50)	($106.50)	11/30/2007
17867A	11/26/2007	$114.82	$114.82	11/30/2007
666474	11/27/2007	$78.84	$78.84	11/30/2007
520367	11/27/2007	$12.07	$12.07	11/30/2007
666474	11/27/2007	$113.31	$113.31	11/30/2007

010582	11/27/2007	$4.96	$4.96	11/30/2007
017824	11/27/2007	$29.95	$29.95	11/30/2007
088483	11/27/2007	$22.65	$22.65	11/30/2007
010302	11/27/2007	$122.61	$122.61	11/30/2007
010302	11/27/2007	$92.35	$92.35	11/30/2007
018162	11/27/2007	$14.01	$14.01	11/30/2007
017479	11/27/2007	$84.30	$84.30	11/30/2007
010302	11/27/2007	$184.64	$184.64	11/30/2007
742813	11/27/2007	$77.89	$77.89	11/30/2007
014950	11/27/2007	$12.85	$12.85	11/30/2007
08360B	11/27/2007	$45.48	$45.48	11/30/2007
08360B	11/27/2007	$4.77	$4.77	11/30/2007
018319	11/27/2007	$61.09	$61.09	11/30/2007
014950	11/27/2007	($11.95)	($11.95)	11/30/2007
637808	11/27/2007	$81.15	$81.15	11/30/2007
08360B	11/27/2007	$40.75	$40.75	11/30/2007
014950	11/27/2007	$66.06	$66.06	11/30/2007
483650	11/27/2007	$16.94	$16.94	11/30/2007
008317	11/27/2007	$50.13	$50.13	11/30/2007
007750	11/27/2007	$127.09	$127.09	11/30/2007
08360C	11/27/2007	$27.91	$27.91	11/30/2007
08360C	11/27/2007	$8.56	$8.56	11/30/2007
08360C	11/27/2007	$5.19	$5.19	11/30/2007
794249	11/27/2007	$6.31	$6.31	11/30/2007
794249	11/27/2007	$16.88	$16.88	11/30/2007
009773	11/27/2007	$63.17	$63.17	11/30/2007
04469A	11/27/2007	$8.72	$8.72	11/30/2007
009773	11/27/2007	($62.27)	($62.27)	11/30/2007
009773	11/27/2007	$64.77	$64.77	11/30/2007
018314	11/27/2007	$47.50	$47.50	11/30/2007
09264A	11/21/2007	$25.60	$25.60	11/30/2007
09264A	11/5/2007	($7.90)	($7.90)	11/30/2007
09264A	11/5/2007	$28.03	$28.03	11/30/2007
012199	11/27/2007	$22.48	$22.48	11/30/2007
450570	11/27/2007	$125.35	$125.35	11/30/2007
398052	11/27/2007	$152.82	$152.82	11/30/2007
09041A	11/27/2007	$7.90	$7.90	11/30/2007
09041A	11/27/2007	$8.79	$8.79	11/30/2007
09041A	11/27/2007	$32.02	$32.02	11/30/2007
016201	11/27/2007	$22.65	$22.65	11/30/2007
98082A	11/27/2007	$28.82	$28.82	11/30/2007
012808	11/24/2007	$12.85	$12.85	11/30/2007
012808	11/24/2007	$4.58	$4.58	11/30/2007
06555A	11/27/2007	$49.62	$49.62	11/30/2007
17039A	11/26/2007	$34.14	$34.14	11/30/2007
17039A	11/26/2007	($33.24)	($33.24)	11/30/2007
17039D	11/26/2007	$34.14	$34.14	11/30/2007
17039D	11/26/2007	($33.24)	($33.24)	11/30/2007
98082A	11/27/2007	($27.92)	($27.92)	11/30/2007
06555A	11/27/2007	$52.07	$52.07	11/30/2007
98082A	11/27/2007	$25.97	$25.97	11/30/2007
09041A	11/27/2007	($7.00)	($7.00)	11/30/2007
09041A	11/27/2007	$12.85	$12.85	11/30/2007
800378	11/29/2007	$32.35	$32.35	11/30/2007
800378	11/29/2007	$30.01	$30.01	11/30/2007
704097	11/29/2007	$84.80	$84.80	11/30/2007
568909	11/29/2007	$64.62	$64.62	11/30/2007
568909	11/29/2007	$8.79	$8.79	11/30/2007

568909	11/29/2007	$70.45	$70.45	11/30/2007
341104	11/29/2007	$112.31	$112.31	11/30/2007
17387A	11/29/2007	$27.42	$27.42	11/30/2007
17387A	11/29/2007	$8.22	$8.22	11/30/2007
087703	11/29/2007	$252.04	$252.04	11/30/2007
087703	11/29/2007	$84.80	$84.80	11/30/2007
087703	11/29/2007	$74.67	$74.67	11/30/2007
02076A	11/29/2007	$253.26	$253.26	11/30/2007
02076A	11/29/2007	$291.97	$291.97	11/30/2007
02076A	11/29/2007	$113.31	$113.31	11/30/2007
931986	11/29/2007	$41.56	$41.56	11/30/2007
044154	11/29/2007	$7.25	$7.25	11/30/2007
06623B	11/29/2007	$30.74	$30.74	11/30/2007
929115	11/29/2007	$63.51	$63.51	11/30/2007
015355	11/29/2007	$149.74	$149.74	11/30/2007
015355	11/29/2007	$22.65	$22.65	11/30/2007
04433A	11/29/2007	$14.69	$14.69	11/30/2007
787451	11/29/2007	$6.44	$6.44	11/30/2007
044154	11/29/2007	$84.29	$84.29	11/30/2007
044154	11/29/2007	$94.82	$94.82	11/30/2007
354087	11/29/2007	$37.88	$37.88	11/30/2007
016441	11/29/2007	$5.43	$5.43	11/30/2007
016441	11/29/2007	$32.10	$32.10	11/30/2007
12487B	11/29/2007	$6.65	$6.65	11/30/2007
012216	11/29/2007	$30.00	$30.00	11/30/2007
008385	11/29/2007	$149.74	$149.74	11/30/2007
016201	11/29/2007	$15.44	$15.44	11/30/2007
016201	11/29/2007	$15.69	$15.69	11/30/2007
016201	11/29/2007	($14.79)	($14.79)	11/30/2007
016201	11/29/2007	$163.91	$163.91	11/30/2007
660571	11/29/2007	$71.70	$71.70	11/30/2007
660571	11/29/2007	$28.45	$28.45	11/30/2007
012030	11/29/2007	$124.45	$124.45	11/30/2007
660571	11/29/2007	($27.55)	($27.55)	11/30/2007
660571	11/29/2007	$28.45	$28.45	11/30/2007
07856B	11/29/2007	$4.58	$4.58	11/30/2007
07856B	11/29/2007	($3.68)	($3.68)	11/30/2007
06180A	11/29/2007	$71.70	$71.70	11/30/2007
009481	11/29/2007	$152.82	$152.82	11/30/2007
009481	11/29/2007	$84.29	$84.29	11/30/2007
935778	11/29/2007	$7.25	$7.25	11/30/2007
12291B	11/29/2007	($99.84)	($99.84)	11/30/2007
935778	11/29/2007	$10.89	$10.89	11/30/2007
12291B	11/29/2007	$98.93	$98.93	11/30/2007
016430	11/29/2007	$16.63	$16.63	11/30/2007
04358D	11/29/2007	$3.44	$3.44	11/30/2007
935778	11/29/2007	$70.40	$70.40	11/30/2007
564461	11/29/2007	$11.28	$11.28	11/30/2007
011754	11/29/2007	$87.08	$87.08	11/30/2007
008000	11/29/2007	$30.82	$30.82	11/30/2007
008000	11/29/2007	$8.73	$8.73	11/30/2007
08240A	11/29/2007	$49.60	$49.60	11/30/2007
08240A	11/29/2007	$32.55	$32.55	11/30/2007
767451	11/29/2007	$80.32	$80.32	11/30/2007
008000	11/29/2007	$52.88	$52.88	11/30/2007
05716A	11/29/2007	$6.20	$6.20	11/30/2007
05716A	11/29/2007	$8.50	$8.50	11/30/2007
12291B	11/29/2007	$6.03	$6.03	11/30/2007

12291B	11/29/2007	$8.60	$8.60	11/30/2007
12291B	11/29/2007	$100.74	$100.74	11/30/2007
12291B	11/29/2007	($99.84)	($99.84)	11/30/2007
12291B	11/29/2007	$100.74	$100.74	11/30/2007
12291B	11/29/2007	($99.84)	($99.84)	11/30/2007
12291B	11/29/2007	$100.74	$100.74	11/30/2007
12291B	11/29/2007	($7.70)	($7.70)	11/30/2007
12291B	11/29/2007	$92.89	$92.89	11/30/2007
010856	11/29/2007	$53.70	$53.70	11/30/2007
010856	11/29/2007	$42.35	$42.35	11/30/2007
18349A	11/29/2007	$62.24	$62.24	11/30/2007
826769	11/29/2007	$27.70	$27.70	11/30/2007
016508	11/29/2007	$121.25	$121.25	11/30/2007
11923B	11/30/2007	$12.07	$12.07	11/30/2007
803839	11/30/2007	$3.90	$3.90	11/30/2007
292951	11/30/2007	$253.26	$253.26	11/30/2007
803839	11/30/2007	$113.31	$113.31	11/30/2007
017805	11/30/2007	$5.35	$5.35	11/30/2007
017805	11/30/2007	$43.70	$43.70	11/30/2007
017805	11/30/2007	$121.17	$121.17	11/30/2007
017981	11/30/2007	$74.19	$74.19	11/30/2007
017805	11/30/2007	($4.45)	($4.45)	11/30/2007
017805	11/30/2007	$6.31	$6.31	11/30/2007
007885	11/30/2007	$79.01	$79.01	11/30/2007
17789C	11/30/2007	$38.67	$38.67	11/30/2007
17789C	11/30/2007	$14.72	$14.72	11/30/2007
17789C	11/30/2007	($37.77)	($37.77)	11/30/2007
17789C	11/30/2007	$38.67	$38.67	11/30/2007
17905C	11/30/2007	$4.51	$4.51	11/30/2007
17905C	11/30/2007	$252.11	$252.11	11/30/2007
17905C	11/30/2007	$7.47	$7.47	11/30/2007
06967A	11/30/2007	$14.86	$14.86	11/30/2007
492198	11/30/2007	$17.80	$17.80	11/30/2007
492198	11/30/2007	$150.07	$150.07	11/30/2007
341104	11/30/2007	$80.89	$80.89	11/30/2007
361427	11/20/2007	$34.61	$34.61	11/30/2007
361427	11/20/2007	$36.70	$36.70	11/30/2007
010176	11/20/2007	$59.28	$59.28	11/30/2007
010176	11/20/2007	$8.26	$8.26	11/30/2007
008201	11/20/2007	$33.70	$33.70	11/30/2007
09264A	11/5/2007	$8.80	$8.80	11/30/2007
117016	11/20/2007	($70.61)	($70.61)	11/30/2007
09264A	11/20/2007	$8.62	$8.62	11/30/2007
506847	11/20/2007	$11.27	$11.27	11/30/2007
117016	11/20/2007	$71.51	$71.51	11/30/2007
117016	11/20/2007	$80.35	$80.35	11/30/2007
010176	11/20/2007	$1,171.30	$1,171.30	11/30/2007
018058	11/20/2007	$49.60	$49.60	11/30/2007
617110	11/20/2007	$49.60	$49.60	11/30/2007
617110	11/20/2007	$134.26	$134.26	11/30/2007
010809	11/20/2007	$32.45	$32.45	11/30/2007
010809	11/20/2007	$5.10	$5.10	11/30/2007
617110	11/20/2007	$27.70	$27.70	11/30/2007
015774	11/20/2007	$8.68	$8.68	11/30/2007
015774	11/20/2007	$5.47	$5.47	11/30/2007
015774	11/20/2007	$6.84	$6.84	11/30/2007
36797A	11/20/2007	$9.34	$9.34	11/30/2007
36797A	11/20/2007	$10.60	$10.60	11/30/2007

14919A	11/20/2007	$8.78	$8.78	11/30/2007
14919A	11/20/2007	$40.06	$40.06	11/30/2007
14919A	11/20/2007	($39.16)	($39.16)	11/30/2007
14919A	11/20/2007	$40.06	$40.06	11/30/2007
14919A	11/20/2007	($39.16)	($39.16)	11/30/2007
970623	11/20/2007	$9.36	$9.36	11/30/2007
017635	11/20/2007	$47.77	$47.77	11/30/2007
14843B	11/27/2007	$7.12	$7.12	11/30/2007
18316B	11/27/2007	$13.16	$13.16	11/30/2007
18316B	11/27/2007	$10.21	$10.21	11/30/2007
18072B	11/27/2007	$29.77	$29.77	11/30/2007
18072B	11/27/2007	($28.87)	($28.87)	11/30/2007
18072B	11/27/2007	$11.29	$11.29	11/30/2007
15793A	11/27/2007	$29.77	$29.77	11/30/2007
772194	11/27/2007	$12.71	$12.71	11/30/2007
018425	11/27/2007	$56.29	$56.29	11/30/2007
16289A	11/27/2007	$31.95	$31.95	11/30/2007
07856A	11/27/2007	$16.50	$16.50	11/30/2007
015380	11/27/2007	$49.65	$49.65	11/30/2007
015380	11/27/2007	$34.14	$34.14	11/30/2007
015380	11/27/2007	$4.58	$4.58	11/30/2007
540325	11/28/2007	$13.07	$13.07	11/30/2007
567433	11/28/2007	$20.48	$20.48	11/30/2007
43586A	11/28/2007	$177.79	$177.79	11/30/2007
16289A	11/28/2007	$94.82	$94.82	11/30/2007
01748B	11/28/2007	$5.84	$5.84	11/30/2007
08732A	11/28/2007	$31.95	$31.95	11/30/2007
02054A	11/28/2007	$8.45	$8.45	11/30/2007
008732	11/28/2007	$121.60	$121.60	11/30/2007
43586A	11/28/2007	$62.94	$62.94	11/30/2007
008268	11/28/2007	$113.31	$113.31	11/30/2007
017981	11/28/2007	$9.86	$9.86	11/30/2007
921321	11/28/2007	$42.01	$42.01	11/30/2007
921321	11/28/2007	$7.59	$7.59	11/30/2007
17906C	11/28/2007	$18.34	$18.34	11/30/2007
17906C	11/28/2007	$56.60	$56.60	11/30/2007
007750	11/28/2007	$12.45	$12.45	11/30/2007
921321	11/28/2007	$289.61	$289.61	11/30/2007
012297	11/28/2007	$31.46	$31.46	11/30/2007
376632	11/28/2007	$67.60	$67.60	11/30/2007
581879	11/28/2007	$20.77	$20.77	11/30/2007
376632	11/28/2007	$77.44	$77.44	11/30/2007
376632	11/28/2007	$115.58	$115.58	11/30/2007
012819	11/29/2007	$127.11	$127.11	11/30/2007
084902	11/29/2007	$48.46	$48.46	11/30/2007
084902	11/29/2007	$150.07	$150.07	11/30/2007
08230A	11/29/2007	$7.25	$7.25	11/30/2007
08230A	11/29/2007	$7.90	$7.90	11/30/2007
084902	11/29/2007	$77.89	$77.89	11/30/2007
013100	11/29/2007	$252.11	$252.11	11/30/2007
948444	11/29/2007	$14.86	$14.86	11/30/2007
521224	11/29/2007	$6.82	$6.82	11/30/2007
948444	11/29/2007	$27.70	$27.70	11/30/2007
017203	11/29/2007	$45.45	$45.45	11/30/2007
907437	11/29/2007	$11.53	$11.53	11/30/2007
907437	11/29/2007	$17.31	$17.31	11/30/2007
017203	11/29/2007	$26.43	$26.43	11/30/2007
017203	11/29/2007	$22.65	$22.65	11/30/2007

01824A	11/29/2007	$14.23	$14.23	11/30/2007
016577	11/29/2007	$39.11	$39.11	11/30/2007
532964	11/29/2007	$44.16	$44.16	11/30/2007
532964	11/29/2007	$13.15	$13.15	11/30/2007
762210	11/29/2007	$9.55	$9.55	11/30/2007
294886	11/29/2007	$463.53	$463.53	12/15/2007
17811A	11/30/2007	$50.13	$50.13	12/15/2007
007208	11/30/2007	$78.80	$78.80	12/15/2007
12487B	11/29/2007	($5.75)	($5.75)	12/15/2007
90155A	11/30/2007	($18.31)	($18.31)	12/15/2007
016163	11/27/2007	($55.39)	($55.39)	12/15/2007
016163	11/27/2007	($77.91)	($77.91)	12/15/2007
107123	11/27/2007	($3.55)	($3.55)	12/15/2007
09455A	11/14/2007	($146.56)	($146.56)	12/15/2007
967881	10/3/2007	($42.56)	($42.56)	12/31/2007
967881	10/3/2007	$43.46	$43.46	12/31/2007
3975	10/24/2007	$27.68	$27.68	10/31/2007
3440	10/25/2007	$78.88	$78.88	10/31/2007
3553	10/22/2007	$42.64	$42.64	10/31/2007
3816	10/24/2007	$20.86	$20.86	10/31/2007
3975	10/24/2007	$22.75	$22.75	10/31/2007
3788	10/25/2007	$43.45	$43.45	10/31/2007
3788	10/25/2007	$111.42	$111.42	10/31/2007
3097	10/26/2007	$48.25	$48.25	10/31/2007
3203	10/29/2007	$12.44	$12.44	10/31/2007
3204	10/29/2007	$4.40	$4.40	10/31/2007
3204	10/29/2007	$21.53	$21.53	10/31/2007
3203	10/29/2007	($11.54)	($11.54)	10/31/2007
3203	10/29/2007	$53.90	$53.90	10/31/2007
4495	10/24/2007	$11.28	$11.28	10/31/2007
4327	10/25/2007	$7.90	$7.90	10/31/2007
2676	10/25/2007	$30.74	$30.74	10/31/2007
2696	10/18/2007	($21.58)	($21.58)	10/31/2007
2696	10/18/2007	$42.00	$42.00	10/31/2007
4191	10/16/2007	$91.61	$91.61	10/31/2007
2950	10/24/2007	$137.85	$137.85	10/31/2007
4351	10/24/2007	$4.58	$4.58	10/31/2007
4351	10/24/2007	$11.30	$11.30	10/31/2007
4113	10/25/2007	$6.44	$6.44	10/31/2007
4113	10/25/2007	$52.25	$52.25	10/31/2007
4113	10/25/2007	($5.54)	($5.54)	10/31/2007
4113	10/25/2007	$6.44	$6.44	10/31/2007
4237	10/25/2007	$21.34	$21.34	10/31/2007
2956	10/25/2007	$14.68	$14.68	10/31/2007
2956	10/25/2007	$32.40	$32.40	10/31/2007
2956	10/25/2007	($13.78)	($13.78)	10/31/2007
4237	10/25/2007	$26.45	$26.45	10/31/2007
2956	10/25/2007	($31.50)	($31.50)	10/31/2007
4495	10/26/2007	$5.94	$5.94	10/31/2007
4495	10/26/2007	($5.04)	($5.04)	10/31/2007
4495	10/26/2007	$5.94	$5.94	10/31/2007
4072	10/18/2007	($11.39)	($11.39)	10/31/2007
4072	10/29/2007	$153.47	$153.47	10/31/2007
2871	10/29/2007	$7.65	$7.65	10/31/2007
4191	10/16/2007	$10.00	$10.00	10/31/2007
4191	10/16/2007	$7.25	$7.25	10/31/2007
7492	10/16/2007	$22.65	$22.65	10/31/2007
7492	10/16/2007	$30.92	$30.92	10/31/2007

7492	10/16/2007	$123.44	$123.44	10/31/2007
4072	10/18/2007	$12.29	$12.29	10/31/2007
2696	10/18/2007	$120.10	$120.10	10/31/2007
2696	10/18/2007	($119.20)	($119.20)	10/31/2007
2696	10/18/2007	$120.10	$120.10	10/31/2007
2696	10/18/2007	($119.20)	($119.20)	10/31/2007
2696	10/18/2007	$120.10	$120.10	10/31/2007
2696	10/18/2007	($119.20)	($119.20)	10/31/2007
2696	10/18/2007	$42.00	$42.00	10/31/2007
2696	10/18/2007	($41.10)	($41.10)	10/31/2007
2696	10/18/2007	$22.48	$22.48	10/31/2007
2870	10/19/2007	$6.84	$6.84	10/31/2007
2870	10/19/2007	$71.01	$71.01	10/31/2007
2870	10/19/2007	$104.60	$104.60	10/31/2007
4237	10/22/2007	$21.91	$21.91	10/31/2007
4111	10/22/2007	$38.16	$38.16	10/31/2007
4111	10/22/2007	$7.70	$7.70	10/31/2007
4111	10/22/2007	$113.31	$113.31	10/31/2007
4215	10/23/2007	$8.89	$8.89	10/31/2007
4328	10/25/2007	$31.99	$31.99	10/31/2007
4327	10/25/2007	$52.07	$52.07	10/31/2007
4328	10/25/2007	$5.43	$5.43	10/31/2007
4328	10/25/2007	$35.67	$35.67	10/31/2007
4455	10/25/2007	$6.91	$6.91	10/31/2007
2660	10/26/2007	$6.91	$6.91	10/31/2007
2885	10/29/2007	$9.88	$9.88	10/31/2007
4219	10/29/2007	$92.35	$92.35	10/31/2007
4219	10/29/2007	$4.96	$4.96	10/31/2007
4219	10/29/2007	$112.57	$112.57	10/31/2007
2984	10/16/2007	$5.82	$5.82	10/31/2007
2652	10/16/2007	$72.52	$72.52	10/31/2007
2652	10/16/2007	$6.84	$6.84	10/31/2007
2716	10/16/2007	$75.74	$75.74	10/31/2007
2871	10/19/2007	$64.06	$64.06	10/31/2007
4035	10/29/2007	$12.34	$12.34	10/31/2007
4539	10/29/2007	$27.70	$27.70	10/31/2007
4539	10/29/2007	$45.24	$45.24	10/31/2007
4035	10/29/2007	($11.44)	($11.44)	10/31/2007
4035	10/29/2007	$12.34	$12.34	10/31/2007
2634	10/31/2007	$56.54	$56.54	10/31/2007
2634	10/31/2007	$9.88	$9.88	10/31/2007
2634	10/31/2007	($55.64)	($55.64)	10/31/2007
2634	10/31/2007	$56.54	$56.54	10/31/2007
2862	10/31/2007	$29.09	$29.09	10/31/2007
2862	10/31/2007	($28.19)	($28.19)	10/31/2007
2862	10/31/2007	$29.09	$29.09	10/31/2007
2716	10/17/2007	$6.31	$6.31	10/31/2007
2901	10/17/2007	$4.45	$4.45	10/31/2007
2901	10/17/2007	$4.45	$4.45	10/31/2007
4043	10/17/2007	$7.59	$7.59	10/31/2007
4043	10/15/2007	$18.55	$18.55	10/31/2007
4042	10/17/2007	$17.47	$17.47	10/31/2007
4042	10/17/2007	$7.59	$7.59	10/31/2007
4042	10/17/2007	$23.00	$23.00	10/31/2007
4094	10/20/2007	$87.81	$87.81	10/31/2007
4094	10/20/2007	$7.33	$7.33	10/31/2007
4094	10/20/2007	$14.13	$14.13	10/31/2007
4072	10/22/2007	$6.91	$6.91	10/31/2007

4072	10/22/2007	$78.88	$78.88	10/31/2007
4215	10/23/2007	$57.19	$57.19	10/31/2007
4158	10/23/2007	$38.01	$38.01	10/31/2007
4120	10/23/2007	$53.85	$53.85	10/31/2007
4120	10/23/2007	$14.51	$14.51	10/31/2007
4120	10/23/2007	$10.13	$10.13	10/31/2007
4120	10/23/2007	($9.23)	($9.23)	10/31/2007
4120	10/23/2007	$17.31	$17.31	10/31/2007
2753	10/26/2007	$36.28	$36.28	10/31/2007
2753	10/26/2007	($35.38)	($35.38)	10/31/2007
2753	10/26/2007	$6.31	$6.31	10/31/2007
4484	10/31/2007	$73.71	$73.71	11/15/2007
2996	11/2/2007	$8.76	$8.76	11/15/2007
2996	11/2/2007	$146.29	$146.29	11/15/2007
4111	11/2/2007	$84.30	$84.30	11/15/2007
4111	11/2/2007	$227.76	$227.76	11/15/2007
4111	11/2/2007	($226.86)	($226.86)	11/15/2007
4111	11/2/2007	$77.89	$77.89	11/15/2007
2660	11/2/2007	$6.91	$6.91	11/15/2007
4495	10/31/2007	$5.70	$5.70	10/31/2007
4191	11/6/2007	($32.17)	($32.17)	11/15/2007
4191	11/6/2007	$63.19	$63.19	11/15/2007
4793	11/6/2007	$84.16	$84.16	11/15/2007
4351	11/6/2007	$47.80	$47.80	11/15/2007
4801	11/5/2007	$11.28	$11.28	11/15/2007
4072	11/5/2007	$11.28	$11.28	11/15/2007
4072	11/5/2007	$5.81	$5.81	11/15/2007
4072	11/5/2007	($4.91)	($4.91)	11/15/2007
4072	11/5/2007	$9.53	$9.53	11/15/2007
4072	11/5/2007	$11.26	$11.26	11/15/2007
4072	11/5/2007	($10.36)	($10.36)	11/15/2007
4072	11/5/2007	$30.66	$30.66	11/15/2007
4072	11/5/2007	($29.76)	($29.76)	11/15/2007
4072	11/5/2007	$36.20	$36.20	11/15/2007
4094	11/5/2007	$42.65	$42.65	11/15/2007
4032	11/5/2007	$100.44	$100.44	11/15/2007
4867	11/5/2007	$14.98	$14.98	11/15/2007
4208	11/5/2007	$123.14	$123.14	11/15/2007
4867	11/5/2007	$13.00	$13.00	11/15/2007
4867	11/5/2007	$29.18	$29.18	11/15/2007
4534	11/5/2007	$30.94	$30.94	11/15/2007
4307	11/6/2007	$146.29	$146.29	11/15/2007
4191	11/2/2007	$33.07	$33.07	11/15/2007
4191	11/2/2007	($32.17)	($32.17)	11/15/2007
4191	11/2/2007	$63.19	$63.19	11/15/2007
4191	11/2/2007	($62.29)	($62.29)	11/15/2007
4191	11/6/2007	$33.07	$33.07	11/15/2007
4120	11/6/2007	$9.91	$9.91	11/15/2007
4703	11/8/2007	$10.60	$10.60	11/15/2007
4793	11/8/2007	$114.83	$114.83	11/15/2007
4793	11/8/2007	$80.35	$80.35	11/15/2007
4139	11/1/2007	$22.75	$22.75	11/15/2007
2885	11/5/2007	$51.28	$51.28	11/15/2007
4596	11/5/2007	$14.83	$14.83	11/15/2007
2238	11/5/2007	$127.11	$127.11	11/15/2007
2676	11/5/2007	$134.26	$134.26	11/15/2007
4587	11/7/2007	$36.11	$36.11	11/15/2007
4022	11/6/2007	$133.85	$133.85	11/15/2007

4022	11/6/2007	$40.95	$40.95	11/15/2007
2871	11/8/2007	$10.00	$10.00	11/15/2007
2871	11/8/2007	$58.54	$58.54	11/15/2007
9734	11/8/2007	$17.77	$17.77	11/15/2007
9734	11/8/2007	$15.92	$15.92	11/15/2007
9734	11/8/2007	$9.88	$9.88	11/15/2007
9734	11/8/2007	($16.87)	($16.87)	11/15/2007
9734	11/8/2007	($15.02)	($15.02)	11/15/2007
9734	11/8/2007	($8.98)	($8.98)	11/15/2007
9734	11/8/2007	$30.91	$30.91	11/15/2007
9734	11/8/2007	$122.61	$122.61	11/15/2007
9734	11/8/2007	($30.01)	($30.01)	11/15/2007
9734	11/8/2007	$58.54	$58.54	11/15/2007
9734	11/8/2007	($121.71)	($121.71)	11/15/2007
9734	11/8/2007	$122.61	$122.61	11/15/2007
4763	11/8/2007	$5.70	$5.70	11/15/2007
4596	11/8/2007	$9.88	$9.88	11/15/2007
4596	11/8/2007	$127.53	$127.53	11/15/2007
4032	11/9/2007	$4.63	$4.63	11/15/2007
4112	11/9/2007	$10.96	$10.96	11/15/2007
4534	11/12/2007	$13.59	$13.59	11/15/2007
2758	11/12/2007	$8.13	$8.13	11/15/2007
2652	11/13/2007	$169.43	$169.43	11/15/2007
4763	11/13/2007	$12.85	$12.85	11/15/2007
2835	11/13/2007	$24.36	$24.36	11/15/2007
2835	11/13/2007	$6.53	$6.53	11/15/2007
2835	11/13/2007	$49.62	$49.62	11/15/2007
4720	11/14/2007	$9.00	$9.00	11/15/2007
4720	11/14/2007	$7.97	$7.97	11/15/2007
4720	11/14/2007	$127.50	$127.50	11/15/2007
4215	11/14/2007	$16.55	$16.55	11/15/2007
4405	11/14/2007	$4.45	$4.45	11/15/2007
4139	11/15/2007	$20.17	$20.17	11/15/2007
4139	11/15/2007	$144.39	$144.39	11/15/2007
2950	11/2/2007	$37.11	$37.11	11/15/2007
4307	11/3/2007	$5.30	$5.30	11/15/2007
4307	11/3/2007	$9.88	$9.88	11/15/2007
4351	11/3/2007	$11.36	$11.36	11/15/2007
4351	11/3/2007	$27.70	$27.70	11/15/2007
2699	11/5/2007	$6.55	$6.55	11/15/2007
2699	11/5/2007	$4.90	$4.90	11/15/2007
4326	11/5/2007	$20.44	$20.44	11/15/2007
4326	11/5/2007	$99.25	$99.25	11/15/2007
4326	11/5/2007	($19.54)	($19.54)	11/15/2007
4326	11/6/2007	$492.09	$492.09	11/15/2007
4326	11/6/2007	$373.85	$373.85	11/15/2007
4957	11/15/2007	$77.32	$77.32	11/15/2007
4336	11/7/2007	$9.06	$9.06	11/15/2007
4336	11/7/2007	$5.12	$5.12	11/15/2007
4336	11/7/2007	$3.74	$3.74	11/15/2007
4336	11/7/2007	($8.16)	($8.16)	11/15/2007
4336	11/7/2007	$9.06	$9.06	11/15/2007
4336	11/7/2007	($4.22)	($4.22)	11/15/2007
4336	11/7/2007	$5.12	$5.12	11/15/2007
4336	11/7/2007	($2.84)	($2.84)	11/15/2007
4336	11/7/2007	$3.74	$3.74	11/15/2007
4111	11/9/2007	$386.49	$386.49	11/15/2007
4663	11/9/2007	$7.77	$7.77	11/15/2007

4663	11/9/2007	$16.45	$16.45	11/15/2007
4663	11/9/2007	$118.87	$118.87	11/15/2007
5058	11/9/2007	$47.92	$47.92	11/15/2007
5058	11/9/2007	$95.18	$95.18	11/15/2007
5058	11/9/2007	$81.58	$81.58	11/15/2007
9734	11/9/2007	$42.27	$42.27	11/15/2007
4094	11/9/2007	$72.90	$72.90	11/15/2007
4406	11/9/2007	$84.15	$84.15	11/15/2007
2652	11/9/2007	$8.79	$8.79	11/15/2007
4113	11/9/2007	$121.17	$121.17	11/15/2007
2652	11/9/2007	($7.89)	($7.89)	11/15/2007
2652	11/9/2007	$8.79	$8.79	11/15/2007
4079	11/9/2007	$30.37	$30.37	11/15/2007
4079	11/9/2007	$10.21	$10.21	11/15/2007
4111	11/9/2007	($385.59)	($385.59)	11/15/2007
4111	11/9/2007	$394.77	$394.77	11/15/2007
5029	11/8/2007	$18.47	$18.47	11/15/2007
5029	11/8/2007	$4.74	$4.74	11/15/2007
5029	11/8/2007	$7.89	$7.89	11/15/2007
4406	11/9/2007	($83.25)	($83.25)	11/15/2007
4191	11/1/2007	$102.58	$102.58	11/15/2007
4484	10/31/2007	$146.29	$146.29	11/15/2007
4035	11/2/2007	$78.21	$78.21	11/15/2007
4721	11/1/2007	$72.71	$72.71	11/15/2007
4721	11/1/2007	($71.81)	($71.81)	11/15/2007
4721	11/1/2007	$68.81	$68.81	11/15/2007
4721	11/1/2007	$8.86	$8.86	11/15/2007
4691	11/2/2007	$57.61	$57.61	11/15/2007
4721	11/2/2007	$38.91	$38.91	11/15/2007
4079	11/9/2007	$4.28	$4.28	11/15/2007
4120	11/12/2007	$14.43	$14.43	11/15/2007
2660	11/12/2007	$12.56	$12.56	11/15/2007
4587	11/13/2007	$53.56	$53.56	11/15/2007
4587	11/13/2007	$40.01	$40.01	11/15/2007
4042	11/13/2007	$18.55	$18.55	11/15/2007
4042	11/13/2007	$7.59	$7.59	11/15/2007
4043	11/13/2007	$18.55	$18.55	11/15/2007
4043	11/13/2007	$17.47	$17.47	11/15/2007
7492	11/15/2007	$22.65	$22.65	11/15/2007
4153	11/15/2007	$9.86	$9.86	11/15/2007
4153	11/15/2007	$15.84	$15.84	11/15/2007
4153	11/15/2007	$55.44	$55.44	11/15/2007
7492	11/15/2007	$123.44	$123.44	11/15/2007
7492	11/15/2007	$77.89	$77.89	11/15/2007
4405	11/9/2007	$4.45	$4.45	11/15/2007
4079	11/9/2007	($3.38)	($3.38)	11/15/2007
4079	11/9/2007	$16.29	$16.29	11/15/2007
4644	11/9/2007	$113.31	$113.31	11/15/2007
4528	11/9/2007	$10.77	$10.77	11/15/2007
4528	11/9/2007	$7.59	$7.59	11/15/2007
4495	11/9/2007	$5.70	$5.70	11/15/2007
4219	11/9/2007	$6.31	$6.31	11/15/2007
4219	11/9/2007	$4.96	$4.96	11/15/2007
4219	11/9/2007	$22.65	$22.65	11/15/2007
4022	11/9/2007	$11.28	$11.28	11/15/2007
2658	11/12/2007	$5.33	$5.33	11/15/2007
4534	11/12/2007	$49.65	$49.65	11/15/2007
4431	11/13/2007	$54.85	$54.85	11/15/2007

4431	11/13/2007	$40.08	$40.08	11/15/2007
4431	11/13/2007	$48.49	$48.49	11/15/2007
2996	11/14/2007	$41.94	$41.94	11/15/2007
4025	11/14/2007	$7.70	$7.70	11/15/2007
4025	11/14/2007	$82.44	$82.44	11/15/2007
4025	11/14/2007	$68.01	$68.01	11/15/2007
4025	11/14/2007	($67.11)	($67.11)	11/15/2007
4025	11/14/2007	$68.01	$68.01	11/15/2007
4026	11/14/2007	$9.84	$9.84	11/15/2007
4025	11/14/2007	($81.54)	($81.54)	11/15/2007
4025	11/14/2007	$82.44	$82.44	11/15/2007
4025	11/14/2007	($6.80)	($6.80)	11/15/2007
4025	11/14/2007	$7.70	$7.70	11/15/2007
4026	11/14/2007	($8.94)	($8.94)	11/15/2007
4026	11/14/2007	$9.84	$9.84	11/15/2007
4025	11/14/2007	($6.80)	($6.80)	11/15/2007
4025	11/14/2007	$64.54	$64.54	11/15/2007
4026	11/14/2007	($8.94)	($8.94)	11/15/2007
4026	11/14/2007	$3.11	$3.11	11/15/2007
4025	11/14/2007	($67.11)	($67.11)	11/15/2007
4025	11/14/2007	$24.64	$24.64	11/15/2007
2885	11/14/2007	$26.43	$26.43	11/15/2007
4026	11/14/2007	($2.21)	($2.21)	11/15/2007
4026	11/14/2007	$9.84	$9.84	11/15/2007
4025	11/14/2007	($23.74)	($23.74)	11/15/2007
4025	11/14/2007	$68.01	$68.01	11/15/2007
2663	11/15/2007	$6.05	$6.05	11/15/2007
2663	11/15/2007	($5.15)	($5.15)	11/15/2007
2663	11/15/2007	$7.08	$7.08	11/15/2007
2371	10/31/2007	$22.05	$22.05	11/15/2007
4949	11/16/2007	$100.51	$100.51	11/30/2007
4957	11/16/2007	$84.88	$84.88	11/30/2007
2751	11/27/2007	$4.45	$4.45	11/30/2007
2751	11/27/2007	$12.35	$12.35	11/30/2007
2751	11/27/2007	$4.45	$4.45	11/30/2007
4158	11/27/2007	$38.01	$38.01	11/30/2007
2871	11/28/2007	$10.00	$10.00	11/30/2007
5258	11/28/2007	$395.16	$395.16	11/30/2007
5094	11/28/2007	$67.03	$67.03	11/30/2007
4035	11/28/2007	$14.72	$14.72	11/30/2007
4035	11/28/2007	($13.82)	($13.82)	11/30/2007
4340	11/16/2007	$61.25	$61.25	11/30/2007
4340	11/16/2007	$6.20	$6.20	11/30/2007
4340	11/16/2007	$8.73	$8.73	11/30/2007
4035	11/2/2007	($77.31)	($77.31)	11/30/2007
4035	11/2/2007	$78.21	$78.21	11/30/2007
4040	11/19/2007	$57.26	$57.26	11/30/2007
4040	11/19/2007	($56.36)	($56.36)	11/30/2007
4040	11/19/2007	$31.25	$31.25	11/30/2007
4040	11/19/2007	($30.35)	($30.35)	11/30/2007
4040	11/19/2007	$57.26	$57.26	11/30/2007
2634	11/19/2007	$149.74	$149.74	11/30/2007
4743	11/19/2007	($7.66)	($7.66)	11/30/2007
4743	11/19/2007	$8.56	$8.56	11/30/2007
4743	11/20/2007	($41.75)	($41.75)	11/30/2007
4743	11/20/2007	$42.65	$42.65	11/30/2007
4878	11/26/2007	$160.49	$160.49	11/30/2007
4878	11/26/2007	$16.29	$16.29	11/30/2007

4878	11/26/2007	$6.32	$6.32	11/30/2007
2663	11/27/2007	$127.49	$127.49	11/30/2007
6074	11/27/2007	$23.20	$23.20	11/30/2007
6074	11/27/2007	$26.26	$26.26	11/30/2007
6074	11/27/2007	$184.61	$184.61	11/30/2007
4035	11/28/2007	$14.72	$14.72	11/30/2007
4035	11/28/2007	$67.04	$67.04	11/30/2007
916	11/29/2007	$6.20	$6.20	11/30/2007
916	11/29/2007	$21.60	$21.60	11/30/2007
916	11/29/2007	$4.81	$4.81	11/30/2007
5063	11/30/2007	$9.88	$9.88	11/30/2007
5063	11/30/2007	$4.32	$4.32	11/30/2007
5063	11/30/2007	($8.98)	($8.98)	11/30/2007
5063	11/30/2007	$8.73	$8.73	11/30/2007
5478	11/30/2007	$8.78	$8.78	11/30/2007
5478	11/30/2007	$91.61	$91.61	11/30/2007
4381	11/30/2007	$55.70	$55.70	11/30/2007
4381	11/30/2007	$8.46	$8.46	11/30/2007
5412	11/29/2007	$10.18	$10.18	11/30/2007
5412	11/29/2007	$29.52	$29.52	11/30/2007
4381	11/30/2007	($54.80)	($54.80)	11/30/2007
2676	11/16/2007	$3.82	$3.82	11/30/2007
4535	11/19/2007	$81.60	$81.60	11/30/2007
2238	11/19/2007	$4.85	$4.85	11/30/2007
2238	11/19/2007	$6.44	$6.44	11/30/2007
4032	11/5/2007	($99.54)	($99.54)	11/30/2007
4032	11/5/2007	$100.44	$100.44	11/30/2007
2753	11/20/2007	$36.59	$36.59	11/30/2007
4124	11/20/2007	$49.60	$49.60	11/30/2007
2736	11/20/2007	$18.97	$18.97	11/30/2007
2736	11/20/2007	$15.23	$15.23	11/30/2007
4124	11/20/2007	$25.56	$25.56	11/30/2007
5207	11/27/2007	$8.78	$8.78	11/30/2007
5207	11/27/2007	$8.56	$8.56	11/30/2007
4702	11/27/2007	$88.89	$88.89	11/30/2007
4237	11/27/2007	$21.34	$21.34	11/30/2007
4934	11/27/2007	$105.44	$105.44	11/30/2007
4237	11/27/2007	$21.91	$21.91	11/30/2007
4237	11/27/2007	$26.45	$26.45	11/30/2007
4934	11/27/2007	$22.26	$22.26	11/30/2007
2696	11/27/2007	$42.00	$42.00	11/30/2007
4035	10/12/2007	($40.21)	($40.21)	11/30/2007
4035	10/12/2007	$41.11	$41.11	11/30/2007
4978	11/28/2007	$4.80	$4.80	11/30/2007
4978	11/28/2007	$11.28	$11.28	11/30/2007
4978	11/28/2007	$9.88	$9.88	11/30/2007
4381	11/30/2007	$54.85	$54.85	11/30/2007
4536	11/30/2007	$4.81	$4.81	11/30/2007
4536	11/30/2007	$3.12	$3.12	11/30/2007
4536	11/30/2007	$19.31	$19.31	11/30/2007
4536	11/30/2007	($3.91)	($3.91)	11/30/2007
4536	11/30/2007	$4.81	$4.81	11/30/2007
4536	11/30/2007	($2.22)	($2.22)	11/30/2007
4536	11/30/2007	$4.60	$4.60	11/30/2007
4869	11/30/2007	$282.80	$282.80	11/30/2007
4495	11/30/2007	$5.94	$5.94	11/30/2007
5077	11/19/2007	$28.42	$28.42	11/30/2007
5077	11/19/2007	$12.44	$12.44	11/30/2007

5205	11/19/2007	$57.19	$57.19	11/30/2007
5077	11/19/2007	$122.84	$122.84	11/30/2007
4191	11/20/2007	$63.19	$63.19	11/30/2007
2371	11/20/2007	$22.14	$22.14	11/30/2007
7795	11/20/2007	$252.11	$252.11	11/30/2007
7795	11/20/2007	$65.15	$65.15	11/30/2007
4743	11/19/2007	$8.56	$8.56	11/30/2007
4743	11/20/2007	$42.65	$42.65	11/30/2007
2371	11/20/2007	$65.77	$65.77	11/30/2007
2886	11/20/2007	$63.19	$63.19	11/30/2007
2886	11/20/2007	$27.70	$27.70	11/30/2007
2886	11/20/2007	$23.20	$23.20	11/30/2007
4539	11/27/2007	$3.48	$3.48	11/30/2007
4539	11/27/2007	$24.36	$24.36	11/30/2007
4539	11/27/2007	($23.46)	($23.46)	11/30/2007
4539	11/27/2007	$31.41	$31.41	11/30/2007
4539	11/27/2007	$45.24	$45.24	11/30/2007
4539	11/27/2007	($30.51)	($30.51)	11/30/2007
4539	11/27/2007	$31.41	$31.41	11/30/2007
4304	11/27/2007	$47.92	$47.92	11/30/2007
5179	11/29/2007	$18.21	$18.21	11/30/2007
5179	11/29/2007	$90.37	$90.37	11/30/2007
5207	11/30/2007	$47.80	$47.80	11/30/2007
4763	11/30/2007	$11.27	$11.27	11/30/2007
4908	11/20/2007	$20.50	$20.50	11/30/2007
2371	11/20/2007	$8.96	$8.96	11/30/2007
4040	11/19/2007	($56.36)	($56.36)	11/30/2007
4281	11/27/2007	$52.22	$52.22	11/30/2007
4036	11/27/2007	$22.75	$22.75	11/30/2007
4036	11/27/2007	$4.81	$4.81	11/30/2007
2753	11/27/2007	$8.78	$8.78	11/30/2007
4036	11/28/2007	$118.87	$118.87	11/30/2007
5170	11/27/2007	$6.23	$6.23	11/30/2007
5170	11/28/2007	$32.80	$32.80	11/30/2007
5170	11/28/2007	$17.43	$17.43	11/30/2007
674	11/28/2007	$6.31	$6.31	11/30/2007
674	11/28/2007	$31.48	$31.48	11/30/2007
567	11/28/2007	$92.35	$92.35	11/30/2007
567	11/28/2007	$100.51	$100.51	11/30/2007
567	11/28/2007	$151.41	$151.41	11/30/2007
9003	11/29/2007	$198.94	$198.94	11/30/2007
9003	11/29/2007	$7.90	$7.90	11/30/2007
5179	11/29/2007	$106.74	$106.74	11/30/2007
2751	11/27/2007	($3.55)	($3.55)	12/15/2007
2751	11/27/2007	($11.45)	($11.45)	12/15/2007
2751	11/27/2007	($3.55)	($3.55)	12/15/2007
		$ 278,414.96	$278,414.96	

2425 W Shaw Ave, Fresno CA 93711

Period End: 12/15/2007
Group: 7500 Hidalgo County Human Services
G/L Dept ID:

INVOICE NUMBER 169450

PRICING SUMMARY	TRX'S	PERCENT	AMOUNT	PERCENT	AVG-RX
Brand/Single-Sourced	6	16.67%	86.60	-30.30%	14.43
Brand/Multi-Sourced	2	5.56%	0	0.00%	0.00
Brand/DAW-Approved	0	0.00%	0	0.00%	0.00
Total-Brand	8	22.22%	86.60	-30.30%	10.83
Generic-AWP-Priced	8	22.22%	-46.01	16.10%	-5.75
Generic-MAC-Priced	10	27.78%	-6.65	2.33%	-0.67
Generic-Other-Priced	10	27.78%	-319.79	111.87%	-31.98
Total-Generic	28	77.78%	-372.45	130.30%	-13.30
Total	36	100.00%	-$285.85	100.00%	-7.94

BILLING SUMMARY	AMOUNT	AVG-AMOUNT
Ingredient Cost	-$239.94	-6.67
Adjustment	-15.91	-0.44
Net Ingredient Cost	-$255.85	-7.11
Patient Payment	0.00	0.00
Dispensing Fees	-30.00	-0.83
Total	-$285.85	-7.94
Admin Fees	16.20	0.45
Billed Amount	-$269.65	-7.49

Multi-Source: N=Brand/Single-source, C=Brand/Co-licensed, O=Brand/Original, generics avail., G=Generic
Cost Basis: A=AWP, F=MAC, I=Ingr Cost Submitted, U=Usual & Customary, C=Contract, S=State MAC

usscript

Claim Detail Report

2425 W Shaw Ave, Fresno CA 93711

Period End: 12/31/2007
Group: 7500 Hidalgo County Human Services
G/L Dept ID:

INVOICE NUMBER 170675

PRICING SUMMARY	TRX'S	PERCENT	AMOUNT	PERCENT	AVG-RX
Brand/Single-Sourced	0	0.00%	0.00	0.00%	0.00
Brand/Multi-Sourced	0	0.00%	0	0.00%	0.00
Brand/DAW-Approved	0	0.00%	0	0.00%	0.00
Total-Brand	0	0.00%	0.00	0.00%	0.00
Generic-AWP-Priced	2	66.67%	0.00	0.00%	0.00
Generic-MAC-Priced	1	33.33%	-44.67	100.00%	-44.67
Generic-Other-Priced	0	0.00%	0.00	0.00%	0.00
Total-Generic	3	100.00%	-44.67	100.00%	-14.89
Total	3	100.00%	-$44.67	100.00%	-14.89

BILLING SUMMARY	AMOUNT	AVG-AMOUNT
Ingredient Cost	-$38.34	-12.78
Adjustment	-3.83	-1.28
Net Ingredient Cost	-$42.17	-14.06
Patient Payment	0.00	0.00
Dispensing Fees	-2.50	-0.83
Total	-$44.67	-14.89
Admin Fees	1.35	0.45
Billed Amount	-$43.32	-14.44

Multi-Source: N=Brand/Single-source, C=Brand/Co-licensed, O=Brand/Original, generics avail., G=Generic
Cost Basis: A=AWP, F=MAC, I=Ingr Cost Submitted, U=Usual & Customary, C=Contract, S=State MAC

Hidalgo County Health and Human Services Department
Indigent Health Care Program Weekly Vendor Payment Attestation

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on February 26, 2008 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office $278,414.96
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report $278,414.96
from the Chassis software. The amount must agree with the total on the electronic file being provided to the Auditor's Office.)

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

Klarisen Sarmiento 2/14/08
Approved by Human Services Director Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.

Agenda-7960

AI-7965 **6.D.**

CIHCP

CC REGULAR

Date: 02/26/2008
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

Indigent Health Care Program (UPL):
Discussion, consideration, and approval to transfer $1,382,409.70 to the County of Hidalgo Medicaid Supplemental Program Escrow Account for Indigent Health Care Expenditures for the 2nd Quarter of the 2007-2008 Fiscal Year and approval of wire transfer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1249-444-00-240-004-8-843
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available account balance as of 02/21/08 $ 8,110,195.07.

Attachments

Link: UPL

Link: 2nd qtr escrow

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/20/2008 09:12 AM	APRV
2	Erika Reyna	Erika Reyna	02/22/2008 10:49 AM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 12:56 PM	APRV
4	Purchasing Department	Marty Salazar	02/22/2008 01:18 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 01:32 PM	APRV

Form Started By: Dairen Sarmiento Started On: 02/14/2008 02:56 PM

Final Approval Date: 02/22/2008

AI-6037 **5.C.**
UPL program
CC REGULAR

Date: 10/15/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Eddie Olivarez
Department: BUDGET & MANAGEMENT
Agenda Area: Health & Human Services Dept.

COPY

Information

CAPTION

1. Discussion, consideration and action regarding Hidalgo County's continued participation in the UPL program in partnership with the hospitals included in the Hidalgo County Indigent Care Affiliation Agreement previously approved by Commissioners' Court (As part of the partnership, the affiliated hospitals will provide health care services to all Hidalgo County indigent residents). The county in turn will invest a maximum of $ 8.5 million during the 2008 State fiscal year, which will be transferred into an escrow account in four equal payments at the end of each quarter, or sooner if required by the State, to begin the quarter ending November 30, 2007.

2. Appointment of a county workgroup to coordinate with the hospitals the implementation and expansion of medical services to the poor of Hidalgo County

BACKGROUND

Hidalgo County Clinical Services, Inc. will provide quarterly reports on medical services provided.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	10/11/2007 11:01 AM	APRV
2	Purchasing Department	Marty Salazar	10/11/2007 11:04 AM	APRV
3	Auditor's Office	Linda Fong	10/11/2007 12:03 PM	APRV
4	Court Administrator (Originator)	Monica Badillo	10/11/2007 01:40 PM	APRV

Form Started By: Monica Badillo Started On: 10/11/2007 09:58 AM
Final Approval Date: 10/11/2007

2nd Qtr Escrow Payment	2/26/2008	$	(2,125,000.00)
Data Rx	1/22/2008	$	47,945.48
		$	138,865.50
Data Rx	2/6/2008	$	37,321.84
US Script 10-15-07	2/6/2008	$	107,162.18
US Script 10-31-07	2/26/2008	$	87,866.95
US Script 11-01-07	2/26/2008	$	107,860.89
US Script 11-15-07	2/26/2008	$	83,000.09
US Script 12-15-07	2/26/2008	$	(269.65)
US Script 12-31-07	2/26/2008	$	(43.32)
Data Rx 2-1-08	2/11/2008	$	58,509.93
Data Rx 2-15-08	2/26/2008	$	74,370.41
2nd Qtr Escrow		$	(1,382,409.70)

AI-8040 **6.E.**

Health Division 2008 Year Program Income Budget
CC REGULAR

Date: 02/26/2008
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

1. Requesting authorization and approval to appropriate the Health Division's Administration Program Income budget in the amount of $430,722.66 for the period 01/01/2008 to 12/31/2008 (Account # 8-1293-441-00-340-005-0).

2. Requesting authorization and approval of the attached Administration Program Income Budget and Salary schedules for the period 01/01/2008 to 12/31/2008 (Account # 8-1293-441-00-340-005-0).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1293-441-00-340-005-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation in the amount of $430,722.66. Funding available for appropriation as of 2/21/08.

Attachments

Link: 2008 P.I. Budget
Link: 2008 P.I. Sal. Sch.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2008 03:55 PM	APRV
2	Dale Kennan	Dale Kennan	02/21/2008 04:21 PM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 09:42 AM	APRV
4	Purchasing Department	Marty Salazar	02/22/2008 02:11 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 02:29 PM	APRV

Form Started By: Dan Beltran Started On: 02/20/2008 03:28 PM

Final Approval Date: 02/22/2008

DATE: February 19, 2008

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 8-1293-441-00-340-005-0 (Adm Program Income Account)

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
8-1293-441-00-340-005-0-113	Salaries - F/T Employees	$ 25,027.00
8-1293-441-00-340-005-0-211	Health Insurance	$ 4,164.00
8-1293-441-00-340-005-0-212	Life Insurance	$ 37.00
8-1293-441-00-340-005-0-220	FICA	$ 1,914.57
8-1293-441-00-340-005-0-230	Retirement	$ 2,232.41
8-1293-441-00-340-005-0-250	Unemployment Comp	$ 818.38
8-1293-441-00-340-005-0-260	Worker's Comp	$ 125.14
8-1293-441-00-340-005-0-531	Telephone	$ 25,000.00
8-1293-441-00-340-005-0-536	Two-Way Radio	$ 2,250.00
8-1293-441-00-340-005-0-584	Registration Fees	$ 30,000.00
8-1293-441-00-340-005-0-601	Office Supplies	$ 6,634.00
8-1293-441-00-340-005-0-604	Chem, Meds, Drugs, Lab Supplies	$ 30,000.00
8-1293-441-00-340-005-0-605	Clothing & Uniforms	$ 590.00
8-1293-441-00-340-005-0-607	Cleaning & Sanitation Supplies	$ 10,000.00
8-1293-441-00-340-005-0-664	Other Minor Equipment	$ 33,681.00
8-1293-441-00-340-005-0-665	Minor Computer Equipment	$ 26,000.00
8-1293-441-00-340-005-0-666	Minor Office Furniture	$ 39,014.16
8-1293-441-00-340-005-0-682	Gasoline/fuel	$ 10,000.00
8-1293-441-00-340-005-0-741	Vehicles	$ 75,000.00
8-1293-441-00-340-005-0-745	Computer Equipment	$ 28,000.00
8-1293-441-00-340-005-0-746	Office Furniture	$ 5,735.00
8-1293-441-00-340-005-0-748	Other Equipment	$ 74,500.00
	TOTAL BUDGET	$ 430,722.66

INCREASE REQUEST $

Revenue Account #

REASON: Implement Adm Program Income Account Budget for the period 1/1/2008 - 12/31/2008.

There are no areas in my current budget to reduce in order to fund the above mentioned items.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

HIDALGO COUNTY HEALTH HUMAN SERVICES
2008 YEAR ADM. PROGRAM INCOME SALARY SCHEDULE
ACCT # 8-1293-441-00-340-005-0

Employee Name - Slot #	Salary & Fringe Benefits	
Escamilla, Marisol M. - G001	$	1,916.00
Garcia, Juanita R. - G002	$	1,774.00
Garza, Victoria E. - 0003	$	1,772.00
Requenez, Candida - G004	$	1,683.00
Rangel, Patricia - G005	$	1,683.00
Vargas, Imelda E. - G006	$	1,682.00
Salinas, Sonia - G007	$	1,476.00
Macias, Maria Teresa - G008	$	1,345.00
Segura, Teresa R. - G009	$	1,345.00
Sanchez, Idalia - G010	$	1,345.00
Salinas, Gloria E. - 0011	$	1,126.00
Felix, Sandra - G012	$	1,079.00
Gutierrez, Jose F. - G013	$	1,043.00
Cantu, Mary J. - G014	$	1,026.00
Serna, Martha E. - G015	$	1,023.00
Palacios, Fidela - G016	$	1,023.00
Martinez, Ruben - G017	$	996.00
Venecia, Maria R. - G018	$	894.00
Cadena, Maribel - G019	$	782.00
Lozano, Sylvia P. - G020	$	14.00
Salary Total	**$**	**25,027.00**
FICA - 7.65%	**$**	**1,914.57**
Retirement - 8.92%	**$**	**2,232.41**
Worker's Comp - 3.27%	**$**	**818.38**
Unemployment Comp - .50%	**$**	**125.14**
Health Insurance Premium	**$**	**4,164.00**
Life Insurance Premium	**$**	**37.00**
Fringe Benefits Total	**$**	**9,291.50**
Salary & Fringe Benefits Total	**$**	**34,318.50**

AI-8088 **6.F.**

Data RX contract
CC REGULAR

Date: 02/26/2008
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Health & Human Services Dept.

Information

CAPTION

Discussion regarding the status of the Data RX contract.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management (Originator)	Dina Trevino	02/22/2008 04:20 PM	APRV
2	Auditor's Office		02/22/2008 05:11 PM	NEW

Form Started By: Dina Trevino
Started On: 02/22/2008 04:17 PM

Final Approval Date: 02/22/2008

AI-8060 **7.A.**

Membership Dues
CC REGULAR

Date: 02/26/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting approval to renew 2008 membership dues for the 93rd District Court by the Texas Association for Court Administration and issue payment in the amount of $50.00 (P.O. #598100).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-412-00-002-001-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO # 598100 has $50.00 available to pay pending annual renewal fee (as of 2/22/08).

Attachments

Link: Membership

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 09:05 AM	APRV
2	Dale Kennan	Dale Kennan	02/22/2008 09:27 AM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 09:43 AM	APRV
4	Purchasing Department	Marty Salazar	02/22/2008 02:11 PM	APRV
5	Court Administrator (Originator)	Monica Badillo	02/22/2008 02:29 PM	APRV

Form Started By: Monica Badillo Started On: 02/21/2008 09:41 AM

Final Approval Date: 02/22/2008

A.I 8060

originals card was sent out w/payment

Texas Association for Court Administration
Correctional Management Institute of Texas
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, Texas 77341-2296



UNITED STATES POSTAGE PITNEY BOWES
02 1A $ 00.26⁰
0004395608 JAN 03 20
MAILED FROM ZIP CODE 77340

Joel C. Espinoza 2008 membership
Court Coordinator V#
93rd District Court
100 North Closner
Edinburg, Texas 78539

COUNTY AUDITOR

TEXAS ASSOCIATION FOR COURT ADMINISTRATION MEMBERSHIP RENEWAL NOTICE

125967

This is a reminder that your membership dues in the Texas Association for Court Administration are now due. Please use this card as a renewal application and make any necessary changes to your name, address, etc., so that we may update our database. Your continued involvement is encouraged.

Inv
The annual renewal fee for a regular membership is $50. N & d

Please make the check payable to the Texas Association for Court Administration and mail the check with the renewal card to the following address:

Texas Association for Court Administration
Attn: Sharese Hurst
Correctional Management Institute of Texas
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, Texas 77341-2296

Thank you for your continued support.

PO598100

Approvals attached

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

RECEIVED
FEB 6 2008
HIDALGO COUNTY
AUDITOR'S
OFFICE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, JOEL ESPINOZA, do hereby state that my membership in the Texas Association of Court Administrators on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Joel Espinoza DATE: Feb. 6, 2008

TITLE: 93rd District Court Coordinator

Before me Alexandria Alicia Peña, a Notary Public, appeared JOEL ESPINOZA, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ALEXANDRIA ALICIA PENA
MY COMMISSION EXPIRES
December 18, 2011
(SEAL)

Alexandria Alicia Peña
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

Purchase Order

PO#: 598100

COUNTY OF HIDALGO

DATE: 01/28/08

VENDOR: 96431 REQ:00125967

Email:

Phone:

BUYER:

SHIP TO: 93RD DISTRICT COURT
100 N. CLOSNER, 2ND FL
EDINBURG TX 78539

TEXAS ASSOCIATION FOR COURT ADM.
CORRECTIONAL MANAGEMENT INSTITUTE OF TX
SAM HOUSTON STATE UNIVERSITY
HUNTSVILLE TX 77341

Vendor Acct:

CONTACT:

SITE: 93RD DISTRICT COURT

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED.CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
1	YEAR	Member dues Annual Member ANNUAL DUES MEMBERSHIP RENEWAL FOR JOEL ESPINOZA	50.00	50.00
		DO NOT DUPLICATE ORDER		
			Total	50.00

****

For Hidalgo County use only

8-1100-412-00-002-001-0-610 50.00

Approved

RECEIVED
FEB 1 2008
HIDALGO COUNTY
AUDITOR'S
OFFICE

Authorized by: Martha L. Salazar

AI-8069 **8.A.**

Interpreter Renewal
CC REGULAR

Date: 02/26/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

County Court at Law No. 3 - Probate Court:
Requesting approval to renew the 2008 Court Interpreter License and issue payment in the amount of $75.00 (Req. No. 127529).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-023-001-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for req #127529 is $75.00 for the Tx Dept of Licensing & Regulation

Attachments

Link: Interpreter Renewal
Link: CCL #3 Requisition

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 09:20 AM	APRV
2	Ivan Cantu	Ivan Cantu	02/22/2008 11:08 AM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 12:57 PM	APRV
4	Purchasing Department	Marty Salazar	02/22/2008 02:21 PM	APRV
5	Court Administrator (Originator)	Monica Badillo	02/22/2008 02:29 PM	APRV

Form Started By: Monica Badillo Started On: 02/21/2008 04:15 PM

Final Approval Date: 02/22/2008

DO NOT WRITE IN THE FEE AREA IMMEDIATELY BELOW			
FEE	RECEIPT NUMBER	PMT. AMOUNT	MONEY TYPE
Late Renewal			

DO NOT WRITE IN THE FEE AREA IMMEDIATELY ABOVE

8-1100-412-00-023-001-0

Licensed Court Interpreter

Expiration Notice

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12157 - Austin, Texas 78711-2157
(800) 803-9202 - (512) 463-6599

OSCAR DE LA CRUZ
HIDALGO COUNTY PROBATE COURT
100 NORTH CLOSNER/3RD FLOOR
EDINBURG TX 78539

License# 295

Your Court Interpreter license expired on JANUARY 17 2008. To regain this license you must return this completed form with the appropriate fee as described below. You are no longer authorized to conduct any business for which a Court Interpreter license is required.

POSTMARK DATE	REQUIRED FEE
On or before APRIL 17 2008	$75.00
After APRIL 17 2008 but before JANUARY 17 2009	$100.00

After JANUARY 17 2009 you will not be able to renew this license and must file an original application and meet all of the requirements for a new license (including examination) to regain your license.

Agency records reflect the information below. Please correct this information as appropriate.

BUSINESS LOCATION ADDRESS	MAILING ADDRESS
	HIDALGO COUNTY PROBATE COURT 100 NORTH CLOSNER/3RD FLOOR EDINBURG TX 78539
Daytime Telephone: (956) 318 - 2385	Email:

Agency rules require that you provide the following information in conjunction with your renewal.

Have you been convicted of, or plead guilty or nolo contendere (no contest) to any misdemeanor or felony, other than a ~~minor~~ traffic violation that you have not previously reported to the Department? YES (NO) (circle one)

If you answered yes, provide copies of all indictments, informations, judgments, orders and charges, and a detailed explanation of the events.

BY SUBMITTING THIS APPLICATION YOU CERTIFY ALL INFORMATION SUBMITTED ON THIS AND ATTACHED FORMS IS TRUE AND ACCURATE.

NOTE: State law prohibits renewing a license more than once after a licensee has defaulted on a student loan guaranteed by the **Texas Guaranteed Student Loan Corporation (TGSLC)** unless the licensee has entered into a repayment agreement with TGSLC. YOU SHOULD CONTACT TGSLC BEFORE FILING THIS APPLICATION if you have defaulted on a student loan. The Texas Guaranteed Student Loan Corporation can be contacted at: **Texas Guaranteed Student Loan Corporation, P.O. Box 15996, Austin, Texas 78761-5996, Telephone: (800) 222-6297.**

THE AREA BELOW THIS LINE IS FOR DEPARTMENT USE ONLY

Requisition Inquiry - FOINQ01A 11/07/07 12:30 pm

Requisition No 00127529
Po No
Date Entered 02-21-2008
Status Needs Approval by PURC

Vendor TEXAS DEPARTMENT OF LICENSING & REGULATI
Address PO BOX 12157
AUSTIN TX 78711-2157

Owner LBARRIENTES

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	Court Interpreter License No. 295	75.0000	75.00

Total **75.00**

Account Number	Description	Account Balance	Amount
8-1100-412-00-023-001-0-810	CCL#3 PROBATE CRT-DUES & MEMBERSHIP	225.00	75.00

AI-8014 **9.A.**

Amendment - Pct. 2
CC REGULAR

Date: 02/26/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

1. Public Hearing concerning a proposed Budget & Program Amendment for Urban County Program FY 20 (2007) for Hidalgo County Precinct No. 2. The proposed amendment will add Santana/Eldora (Nadia Street) to the existing Street Improvement line item workplan.

2. Requesting approval of a Budget & Program Amendment for Hidalgo County Precinct No. 2 to add Santana/Eldora (Nadia Street) to the existing Street Improvement line item workplan for Urban County Program Year 20 (2007).

BACKGROUND

The proposed amendment for Hidalgo County Precinct No. 2 will add the reconstruction of Santana/Eldora (Nadia Street) located within Precinct No. 2 boundaries to the existing Street Improvement line item workplan in UCP Year 20 (2007). A Public Hearing was held on February 26, 2008 at 9:30 A.M., and citizen participation requirements have been met. See attached detailed amendment.

Year 20 (2007). The proposed amendment will add to the existing street improvement work plan: the reconstruction of Santana/Eldora (Nadia street) to include, but not limited to, sidewalks, drainage, curb and gutter and other related appurtenances.

Fiscal Impact

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

BUDGETARY IMPACT:

Proposed budget and program amendments are utilizing Urban County Funds.

Attachments

Link: amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2008 03:35 PM	APRV
2	Manuel Chapa	Manuel Chapa	02/22/2008 08:08 AM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 09:45 AM	APRV
4	Purchasing Department	Marty Salazar	02/22/2008 02:09 PM	APRV

5	Court Administrator	Monica Badillo	02/22/2008 02:29 PM	APRV

Form Started By: Estella Webber Started On: 02/20/2008 09:22 AM

Final Approval Date: 02/22/2008

PUBLIC HEARING NOTICE

HIDALGO COUNTY PRECINCT #2

URBAN COUNTY PROGRAM

PROGRAM AMENDMENT

IN COMPLIANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS, PRECINCT #2 WILL CONDUCT A PUBLIC HEARING TO SOLICIT INPUT FROM INTERESTED PARTIES ON THE PRECINCT'S PROPOSED PROGRAM AMENDMENT TO ITS URBAN COUNTY PROGRAM YEAR 20 (2007).

THE PUBLIC HEARING WILL BE HELD ON TUESDAY, FEBRUARY 26, 2008 AT 9:30 A.M. AT THE HIDALGO COUNTY COMMISSIONERS' COURT MEETING ROOM LOCATED AT 100 EAST CANO, 1ST FLOOR, EDINBURG, TEXAS 78539.

THE FOLLOWING IS THE PROPOSED PROGRAM AMENDMENT FOR YOUR CONSIDERATION:

EXISTING BUDGET	**UCP YR 20 (2007) ACTIVITIES**	**PROPOSED BUDGET**
$ 105,569.00	PARKS, RECREATIONAL FACILITIES	$105,569.00
$ 184,393.00	STREET IMPROVEMENTS	$184,393.00
$ 6,750.00	PUBLIC SERVICES	$ 6,750.00
$ 40,500.00	YOUTH SERVICES	$ 40,500.00
$ 9,000.00	TRANSPORTATION SERVICES	$ 9,000.00
$ 13,500.00	BATTERED & ABUSED SPOUSES	$ 13,500.00
$ 6,750.00	CRIME AWARENESS	$ 6,750.00
$ 24,750.00	ABUSED &NEGLECTED CHILDREN	$ 24,750.00
$ 10,000.00	ED-TECHNICAL ASSISTANCE	$ 10,000.00
$ 10,000.00	GENERAL ADMINISTRATION	$ 10,000.00
$ 479,729.00	TOTAL	$479,729.00

THE PROPOSED AMENDMENT WILL **ADD** TO THE EXISTING STREET IMPROVEMENT WORK PLAN: *THE RECONSTRUCTION OF SANTANA/ELDORA (NADIA STREET) TO INCLUDE, BUT NOT LIMITED TO, SIDEWALKS, DRAINAGE, CURB AND GUTTER AND OTHER RELATED APPURTENANCES.*

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) 787-1891. WRITTEN COMMENTS CAN BE FORWARDED TO:

COMMISSIONER HECTOR "TITO" PALACIOS
301 EAST STATE STREET
PHARR, TEXAS 78577

AI-8031 **10.A.**

Edinburg TIRZ # 2 - La Sienna
CC REGULAR

Date: 02/26/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: County Judge's Office

Information

CAPTION

Discussion, consideration, and approval of modifications to the proposed economic development agreement for City of Edinburg TIRZ # 2 - La Sienna adopted by Commissioners Court on December 11, 2007.

BACKGROUND

Agreement will be provided at CC.

Fiscal Impact

Attachments

Link: La Sienna

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2008 03:51 PM	APRV
2	Rey Salazar	Rey Salazar	02/22/2008 11:41 AM	APRV
3	Auditor's Office		02/22/2008 05:11 PM	NEW

Form Started By: Erika Reyna — Started On: 02/20/2008 02:18 PM

Final Approval Date: 02/22/2008

ECONOMIC DEVELOPMENT AGREEMENT

By and Among

CITY OF EDINBURG, TEXAS,

HIDALGO COUNTY, TEXAS,

CITY OF EDINBURG, TEXAS LOCAL GOVERNMENT CORPORATION

and

BURNS BROTHERS, LTD.

Effective as of _____ __, 2008

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ECONOMIC DEVELOPMENT AGREEMENT

This **ECONOMIC DEVELOPMENT AGREEMENT** (this "***Agreement***") is entered into to be effective as of the ____ day of _____, 2008 (the "***Effective Date***"), by and among the **CITY OF EDINBURG, TEXAS** (the "***City***"), a home-rule municipality organized under the laws of the State of Texas, **HIDALGO COUNTY, TEXAS** (the "***County***"), the **CITY OF EDINBURG, TEXAS LOCAL GOVERNMENT CORPORATION**, a non-profit corporation organized under Subchapter D of Chapter 431 of the Texas Transportation Code, as amended (the "***LGC***"), and **BURNS BROTHERS, LTD**, a Texas limited partnership (the "***Developer***").

RECITALS

WHEREAS, the Developer desires to construct a mixed use commercial and residential development on 704+ acres of land (the "***Project***") on the site described on ***Exhibit A*** attached hereto (the "***Site***"); and

WHEREAS, the Developer has advised the City and the County that a contributing factor that would induce the Developer to develop the Project would be the creation of a tax increment reinvestment zone to defray a portion of the costs to be incurred by the Developer as a consequence of developing the Project; and

WHEREAS, under the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "***TIF Act***"), the City has the power to designate a reinvestment zone to promote development or redevelopment of property within the jurisdiction of the City; and

WHEREAS, under the TIF Act, the City has the power to utilize tax increment (as defined in the TIF Act) within the reinvestment zone to finance and refinance public works and public improvement projects; and

WHEREAS, the City Council of the City and the Commissioners Court of the County each has found and determined that by entering into this Agreement, the construction and acquisition of the Public Infrastructure (as hereinafter defined) will further the public interest and welfare, and the potential economic benefits that will accrue to the City and the County, respectively, under the terms and conditions of this Agreement which are consistent with the City's and County's economic development objectives; and

WHEREAS, the City and the County have further determined that development of the property within the TIF Zone (as hereinafter defined) will not occur solely through private investment in the reasonably foreseeable future and the property is predominately open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City and the County; and

WHEREAS, the City is entering into this Agreement with the understanding and intention that the use of tax increment generated from ad valorem taxes levied by the City within the TIF Zone

will be used solely for public works and public infrastructure projects which relate to the portion of the Project intended for commercial development and for public works and public infrastructure within the TIF Zone which are deemed by the City to have regional benefits to enable the City to serve areas of the City outside of the TIF Zone (i.e., oversizing of utility lines, road improvements, etc.), and the City does not intend for any portion of the tax increment generated from ad valorem taxes levied by the City within the Zone to be used for public works or public infrastructure which relate to the residential portion of the Project; and

WHEREAS, the County is entering into this Agreement with the understanding and intention that the use of tax increment generated from ad valorem taxes levied by the County within the TIF Zone will be used primarily for public works or public infrastructure which relate to the residential portion of the Project and, in the event the expense for such portion of the Project is less than originally estimated, for commercial infrastructure in excess of the amount paid by the City but within the projected budget in this agreement; and

WHEREAS, the parties recognize that all agreements of the parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

PURPOSE AND INTERPRETATION

SECTION 1.1 OBJECTIVES. The Developer is interested in developing a mixed use development on approximately 704 acres of land located in the North East quadrant of the City as a commercial and residential development, including green spaces and public amenities and educational facilities. The City and the County believe that the development of the Project at the Site may attract additional businesses, development, and investment in the City and the County and may serve as an economic stimulus to this developing area, resulting in significant job growth and increased tax revenue for the City and the County.

The parties acknowledge that the infrastructure on and in the vicinity of the Site is underdeveloped and/or non-existent and cannot support the anticipated development by the Developer. Following the development of the Project at the Site, additional development by other businesses is anticipated to occur on the land surrounding the Site. The City shall form a Tax Increment Financing Reinvestment Zone, the boundaries of which will initially be established as depicted on ***Exhibit B*** attached hereto (the "***TIF Zone***"). In order to encourage the Developer to

locate the Project within the City and County and to make the area surrounding the Site more attractive to other businesses seeking to establish new facilities near the Site, the Developer has requested that the City and the County fund certain costs related to Public Infrastructure necessary to support the Site as described in this Agreement.

SECTION 1.2 CONCEPT AND STRUCTURE. Development of the Project will include the Public Infrastructure. Development of the Project at the Site will result in increased property and sales tax revenues to the City, the County and other taxing units with jurisdiction at the Site. To accomplish the objectives listed above, the Developer will be responsible for the development and construction of the Project at the Site and related Public Infrastructure. In return, (i) the board of directors of the TIF Zone, subject to the terms of this Agreement, will reimburse the Developer for all or a portion of the costs of the Reimbursable Public Infrastructure from available revenues as they are generated by the zone after set asides for costs associated with imputed administrative costs of the City and those costs associated with the management of the TIF Zone. Subject to the terms of this Agreement, the City's and the County's participation in reimbursing the Developer for the construction of Reimbursable Public Infrastructure will include the following components:

(A) establishment of the TIF Zone in which the City and the County agree to participate (as more specifically described in Article IV hereof); and

(B) approval of the Tri-Party Agreement (as defined below) between the City, the TIF Zone and the LGC.

SECTION 1.3 INTERPRETATION. In this Agreement, unless a clear contrary intention appears:

(a) the singular number includes plural number and vice versa;

(b) reference to any Person includes such Person's successors and assigns, but if applicable, only if such successor and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(c) reference to any gender includes each other gender;

(d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(e) reference in this Agreement to any article, section, appendix, annex, schedule, or exhibit means such article or section thereof or appendix, schedule or exhibit thereto;

(f) each of the items or agreements identified on the attached Index of Exhibits is deemed part of this Agreement to the same extent as if set forth therein;

(g) "hereunder", "hereof", "hereto", and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;

(h) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

(i) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; and

(j) reference to any constitutional, statutory, or regulatory provision means such provision as it exists on the Effective Date and any amendatory provision thereof or supplemental provision thereto.

SECTION 1.4 ACCOUNTING TERMS. Unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made, in accordance with GAAP.

SECTION 1.5 LEGAL REPRESENTATION OF THE PARTIES. This Agreement was negotiated by the parties hereto with the benefits of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

[End of Article I]

ARTICLE II

DEFINITIONS

All capitalized terms used in this Agreement shall have the meanings ascribed to them in this Article II, or as otherwise provided herein.

"***Affiliate***" means any person, entity or group of persons or entities which controls the Developer, which the Developer controls or which is under common control with the Developer. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"***Agreement***" means this Economic Development Agreement by and among the City, the County, the LGC, and the Developer.

"***CERCLA***" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"***City***" means the City of Edinburg, Texas.

"***City Council***" means the city council of the City.

"***City's Reimbursement Commitment***" means the amount the City has agreed to reimburse the Developer for the actual costs incurred to construct Commercial/Regional-Related Public Infrastructure as set forth in Section 5.1.2 of this Agreement.

"***Collateral Documents***" means all documents and agreements contemplated under or executed pursuant to or in connection with this Agreement.

"***Commercial/Regional-Related Public Infrastructure***" means the Public Infrastructure relating to the portion of the Project intended for commercial development and for Public Infrastructure within the TIF Zone which is deemed by the City to have regional benefits to enable the City to serve areas in more than one subdivided plat within the project and/or outside of the TIF Zone (i.e., oversizing of utility lines, road improvements, etc.), which is more specifically shown on or described in ***Exhibit F-1*** attached hereto.

"***Construction Indemnitees***" has the meaning assigned thereto in Section 3.4.8 of this Agreement.

"***Construction Schedule***" means the schedule governing the construction of the Project and the related Public Infrastructure as set forth on ***Exhibit D*** attached hereto.

"***Contractor***" has the meaning assigned thereto in Section 3.4.4.(a) of this Agreement.

"***County***" means Hidalgo County, Texas.

"***County's Reimbursement Commitment***" means the amount the County has agreed to reimburse the Developer for the actual costs incurred to construct Residential-Related Public Infrastructure as set forth in Section 5.1.3 of this Agreement.

"***Damages***" has the meaning assigned thereto in Section 11.1 of this Agreement.

"***Developer***" means Burns Brothers, Ltd., a Texas limited partnership.

"***Developer Records***" has the meaning assigned thereto in Section 6.2 of this Agreement.

"***Effective Date***" means the date of this Agreement first above written.

"***Environmental Regulation(s)***" means any and all present and future laws, statutes, ordinances, rules, regulations and orders of any Governmental Agency having jurisdiction over the parties hereto or any portion of the Site and pertaining to the protection of human health, Hazardous Substances, pollution or the environment.

"***Force Majeure***" means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

"Fundamental Breach" has the meaning assigned thereto in Section 8.1(b) of this Agreement.

"GAAP" means generally accepted accounting principles.

"General Partner" has the meaning assigned thereto in Section 10.1.1 of this Agreement.

"Governmental Authorities" shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivision, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence.

"Hazardous Substance" means any substance that is defined or listed as a hazardous or toxic substance and which is regulated as such or may form the basis of liability under any present or future Environmental Regulation, or that is otherwise prohibited or subject to investigation or remediation under any present or future Environmental Regulation because of its hazardous, toxic or dangerous properties, including, without limitation, (i) any substance that is a "hazardous substance"

under CERCLA, and (ii) petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), only to the extent that the constituents of such synthetic gas are released or threatened to be released into the environment.

"Interlocal Agreement" has the meaning assigned thereto in Section 7.2 of this Agreement.

"Indemnitees" has the meaning assigned thereto in Section 11.1 of this Agreement.

"Indemnitor" has the meaning assigned thereto in Section 3.4.8 of this Agreement.

"Liabilities" has the meaning assigned thereto in Section 3.4.8 of this Agreement.

"***Local Government Corporation***" or "***LGC***" shall mean the **CITY OF EDINBURG, TEXAS LOCAL GOVERNMENT CORPORATION**, a non-profit corporation established by the City pursuant to Subchapter D of Chapter 431 of the Texas Transportation Code for the purpose of assisting with financing and constructing economic development projects within the City in order to promote economic development and to stimulate business and commercial activity in the City, all at the request of the City Council of the City.

"***Maximum Commercial/Regional-Related Public Infrastructure Reimbursement***" has the meaning assigned thereto in Section 5.1.1 of this Agreement.

"***Maximum Residential-Related Public Infrastructure Reimbursement***" has the meaning assigned thereto in Section 5.1.1 of this Agreement.

"***Other Project Costs***" has the meaning assigned thereto in Section 3.3.2 of this Agreement.

"Person" shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body or government or other entity.

"Plans and Specifications" means the design and construction plans and specifications for the Project and related Public Infrastructure as described in Section 3.4.3.

"***Project***" has the meaning assigned thereto in the recitals to this Agreement.

"***Project Costs***" has the meaning assigned thereto in Section 3.3.1 of this Agreement.

"Projected Budget" means the budget for development and construction of the Public Infrastructure to be constructed as a component of the Project, which is attached hereto as ***Exhibit C***.

"***Public Infrastructure***" means the streets, roads, water, wastewater and storm drainage, and other public works and public improvements necessary in connection with the Project, together with other costs incidental to those improvements, as further shown on ***Exhibit F*** attached hereto.

"***Public Infrastructure Contract***" has the meaning assigned thereto in Section 3.4.4 of this Agreement.

"***Reimbursable Public Infrastructure Costs***" has the meaning assigned thereto in Section 5.1.1 of this Agreement.

"***Residential-Related Public Infrastructure***" means the Public Infrastructure relating to the portion of the Project intended for residential development, which is more specifically shown on ***Exhibit F-2*** attached hereto.

"***Site***" means the land on which the Project will be constructed, as described on ***Exhibit A*** attached hereto.

"***State***" means the State of Texas.

"***Subcontractors***" has the meaning assigned thereto in Section 3.4.7 of this Agreement.

"***Tax Increment***" has the meaning assigned to it in Section 311.012 of the TIF Act.

"***Tax Increment Fund***" means the tax increment fund required to be established by the City in connection with the creation of the TIF Zone pursuant to Section 311.004 of the TIF Act.

"***Termination Date***" means the termination date of this Agreement, as defined in Section 8.2 of this Agreement.

"***TIF Act***" means Chapter 311, Texas Tax Code, as amended.

"***TIF Revenues***" has the meaning assigned thereto in Section 4.4 of this Agreement.

"***TIF Term***" has the meaning assigned thereto in Section 4.4 of this Agreement.

"***TIF Zone***" means the geographic area including the Site described by metes and bounds in ***Exhibit B*** hereto, to be designated by the City as a reinvestment zone eligible for tax increment financing under Section 311.003 of the TIF Act pursuant to Article IV of this Agreement.

"***Tri-Party Agreement***" means the agreement among the City, the LGC and the TIF Zone with respect to the administration of TIF Revenues and the development of the Public Infrastructure within the TIF Zone.

[End of Article II]

ARTICLE III

DEVELOPMENT AND OPERATION OF THE PROJECT

SECTION 3.1 OVERVIEW. Subject to the terms and conditions set forth in this Agreement, (a) the Developer shall develop and construct the Project on the Site and related Public Infrastructure as contemplated in this Article III, which will be financed in accordance with Article V, and (b) the Public Infrastructure will be conveyed to the City following completion in accordance with Section 3.5.

SECTION 3.2. PUBLIC INFRASTRUCTURE. The City and the Developer agree that the Public Infrastructure will be owned by the City for the benefit of and use by the general public, and shall be operated in accordance with State law and the rules, regulations and policies of the City for the benefit of the general public. During development and construction, the Developer shall keep separate records and accountings for the portion of the Project designated as the Public Infrastructure, and within such accounting of Public Infrastructure the Developer shall separately account for the Commercial/Regional-Related Public Infrastructure and the Residential-Related Public Infrastructure. To the extent feasible, the construction contracts for the Public Infrastructure will be structured in order to avoid the payment of sales taxes on the cost of the materials used in construction of the Public Infrastructure.

SECTION 3.3. PROJECTED BUDGET.

SECTION 3.3.1. PROJECT COSTS. The "***Project Costs***" shall be the following:

(a) costs of design and construction of the Project and related Public Infrastructure in accordance with the Plans and Specifications, including without limitation costs of preparing the Site for construction and costs of all work undertaken because of environmental considerations, including monitoring air and water quality;

(b) costs of the services of an architect and general contractors;

(c) reasonable costs of legal counsel of the City, the County, and the Developer with respect to the negotiation and consummation of this Agreement and the Collateral Documents and representation of the City, the County and the Developer in all other matters relating to the Project;

(d) reasonable fees and expenses of agencies or individuals associated with the financing of the Project through the development agreement;

(e) costs of acquisition of the Site, including title work, surveys, inspections, engineering reports, legal fees and expenses;

(f) costs of furnishing and equipping the Project in accordance with the Plans and Specifications;

(g) without limitation, any other costs related to the development and construction of the Project; and

(h) any reasonable costs incurred by the Developer, the City, or the County, prior to the Effective Date of this Agreement including infrastructure costs incurred for the Project as set forth in the Exhibit XX attached;

(i) Creation costs associated with creation of the TIF Zone; and

(j) Interest on Developer advances.

SECTION 3.3.2. REIMBURSABLE PUBLIC INFRASTRUCTURE COSTS AND OTHER PROJECT COSTS. The Developer has proposed and the City hereby approves an estimated budget (a copy of which is attached hereto as ***Exhibit C***) (the "***Projected Budget***") for the Public Infrastructure to be constructed as a component of the Project in accordance with the Plans and Specifications (projected as of the Effective Date of this Agreement). As shown in Exhibit C, the Projected Budget for the Public Infrastructure describes the portion of the Project Costs that are expected to be incurred to construct the Commercial/Regional-Related Public Infrastructure and separate describes the portion of the Project Costs that are expected to be incurred for Residential-Related Public Infrastructure. As more fully set forth in Article V hereof, the Developer is eligible to be reimbursed, solely with TIF Revenues, for all or a portion of the Project Costs that are actually incurred by the Developer to construct the Commercial/Regional-Related Public Infrastructure and the Residential-Related Public Infrastructure (defined in Section 5.5.1 as the "Reimbursable Public Infrastructure Costs"). All Project Costs other than the Reimbursable Public Infrastructure Costs are collectively referred to herein as the "***Other Project Costs***." The Developer shall provide the City, County, and the Zone with an updated budget if any changes are made to the Public Infrastructure costs shown in the Projected Budget or any subsequent updated budget.

SECTION 3.4. DEVELOPMENT AND CONSTRUCTION REMEDIES.

SECTION 3.4.1. DEVELOPER'S RESPONSIBILITIES. The Developer shall, at its cost and expense cause the Project and related Public Infrastructure to be constructed and developed as contemplated in this Agreement. The Developer shall proceed diligently with construction of the Project and related Public Infrastructure in a manner consistent with the build out schedule as set forth in the preliminary project plan and reinvestment zone financing plan. Developer will use best faith efforts to maintain the development schedule, and will not be penalized if the schedule is delayed due to market conditions, shortages in materials, and/or any unforeseen circumstances that serve to delay the project. See attached Exhibit D labeled "Construction Schedule".

SECTION 3.4.2. COMPLIANCE WITH LAW BY DEVELOPER. The Developer shall conduct all its activities in compliance with all applicable laws, ordinances, rules and regulations of any Governmental Authority, including without limitation all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood disaster and environmental protection laws. The Developer shall, or shall cause the architect, the general contractors and the subcontractors to, obtain all necessary permits, licenses, and approvals to construct the Project and related Public Infrastructure in accordance with the Plans and Specifications, and shall provide copies thereof to the LGC. The Developer acknowledges that the City will not waive any fees or related expenses for permits, licenses or approvals that must be obtained from the City in connection with the construction and operation of the Project and related Public Infrastructure.

SECTION 3.4.3. DESIGN AND CONSTRUCTION OF THE PROJECT. The Project and related Public Infrastructure shall be designed and constructed in accordance with the Plans and Specifications, which will be prepared by or under the direction of the Developer and the form of which will be mutually agreed upon in writing by the Developer and the City. Unless otherwise required by law, rule, regulation or interpretation by an agency of the State, the Developer will not be required to bid construction contracts for the Project and related Public Infrastructure.

SECTION 3.4.4. OBLIGATIONS SPECIFIC TO THE PUBLIC INFRASTRUCTURE.

(a) *Contract for Public Infrastructure*. The Developer will enter into a contract or contracts with third party contractors (each a "***Contractor***") to outline and oversee all work on the construction of the Public Infrastructure (each a "***Public Infrastructure Contract***"). The Public Infrastructure Contracts (i) may be separate from contracts that the Developer executes for construction of the portions of the Project that are not Public Infrastructure, or (ii) may be contained in contracts for construction of the entire Project (including Public Infrastructure) so long as such contracts contain appropriate terms requiring all parties to maintain separate records and accounting for construction of (A) the Public Infrastructure and (B) the other portions of the Project. All Public Infrastructure Contracts must meet the requirements of this Agreement specifically including, without limitation, those of Section 3.4.6, 3.4.7, and 3.4.8.

(b) *Management of Construction of the Public Infrastructure*. The Developer shall perform the usual and necessary management services incident to projects of the nature and scope of the construction and installation of the Public Infrastructure. The Developer shall thoroughly inspect the work of all Contractors and all subcontractors undertaking work on the Public Infrastructure. In addition, the Developer shall strive to fully and completely settle, by litigation or otherwise, any claims of any Contractor or subcontractor relating to or arising out of the construction and/or installation of the Public Infrastructure or performance or non-

performance under any Public Infrastructure Contract without involving the LGC, the City or the County.

(c) *Quarterly Certificates Related to Public Infrastructure*. During construction and until the all work on the Project is completed in accordance with the Plans and Specifications and this Agreement, the Developer shall submit quarterly certificates, signed by an officer or appointed agent of the Developer and any applicable general contractor, to the LGC and to the board of directors of the TIF Zone that state, as of a date certain: (i) the specific work on the Public Infrastructure that has been completed since the last quarterly report; (ii) the amount of money that the Developer has paid for completion of such work and that the Developer intends to claim as a Reimbursable Public Infrastructure Cost; including designating whether such work is for Commercial/Regional-Related Public Infrastructure or Residential-Related Public Infrastructure, and (iii) the Developer's calculation of the estimated cost remaining to complete the development and construction of the Public Infrastructure. Upon receipt of any such certificate, the LGC shall have thirty (30) calendar days to notify the Developer in writing of any objection that the LGC may have as to the amount of money that the Developer has paid or as to the Developer's calculation of the estimated cost remaining to complete the construction and installation of the Public Infrastructure. The grounds for any such objection shall be limited, respectively, to a good faith determination by the LGC that the amount of money paid by or on behalf of the Developer is not sufficiently supported by a respective Public Infrastructure Contract, does not otherwise qualify as a Reimbursable Public Infrastructure Cost under this Agreement or is not properly designated as either Commercial/Regional-Related Public Infrastructure or Residential-Related Public Infrastructure. If the Developer disagrees with such objection, the LGC and the Developer shall diligently work in good faith to resolve the dispute.

SECTION 3.4.5. REVIEW BY LGC. The LGC and any authorized designee shall have the right to review and inspect the design and construction of the Public Infrastructure in order to make sure that such construction is performed and completed in accordance with the Plans and Specifications. The Developer shall provide access to the Site for the LGC and any authorized designee to undertake such reviews and inspections. If the LGC, in its reasonable discretion, determines in good faith that the design and/or the construction of the Public Infrastructure is not being performed in any material respect substantially in accordance with the Plans and Specifications, then the LGC, after consulting with the Developer (except in the case of an emergency as determined by the LGC), shall have the right to deliver written notice thereto to the Developer, in which event the Developer shall promptly cause each deficiency to be corrected in all material respects in conformity with the Plans and Specifications except in the case of deficiencies with respect to which the Developer, the LGC and the board of directors of the TIF Zone have agreed in writing either that the deficiency requires no corrective action or that the deficiency may be corrected over time in accordance with a specific corrective action. In the event that the Developer

breaches its covenant in the immediately preceding sentence, then the LGC shall have the right to (A) take any and all actions to remedy such breach, (B) issue written instructions to the architect, the general contractors, and any other person or entity performing design and/or construction work for the Public Infrastructure to cease construction until such deficiencies are corrected, (C) obtain appropriate injunctive relief to prohibit the Developer, the architect, the general contractors, and any other person or entity performing design and/or construction work for the Public Infrastructure from proceeding with construction until such deficiencies are corrected.

SECTION 3.4.6. INSURANCE REQUIREMENTS. The Developer shall ensure that the general contractors and architect shall, at their sole expense, maintain in effect at all times during the full term of the construction of the Project, insurance coverages substantially consistent with that required by the Developer on other similar projects with insurers licensed to do business in the State of Texas and reasonably acceptable to the LGC, the City and the County and the Developer. Such insurance shall be written on forms of policies reasonably satisfactory to the LGC, the City, the County and the Developer. The LGC, the City and the County will be deemed to have approved such insurance as reasonably acceptable and satisfactory in the event such party does not provide notice to the contrary to the Developer within ten (10) days of such party's receipt of notice thereof.

SECTION 3.4.7. RELEASE AND WAIVER. General contractors and all subcontractors ("***Subcontractors***"), including without limitation all Contractors, architects and engineers, shall release, and shall cause their insurers to release, the City, the County the board of directors of the TIF Zone, the Developer, and other Construction Indemnitees from any and all claims or causes of action whatsoever which they or their insurers might otherwise possess resulting in or from or in any way connected with any loss covered or which should have been covered by insurance, including the deductible portion thereof, maintained and/or required to be maintained pursuant to this Agreement, the construction contract, the architect agreement, or any other contract or subcontract, except to the extent such claims or causes of action arise from or are attributed to the sole or concurrent negligence of any Construction Indemnitee.

SECTION 3.4.8. INDEMNITY. The Developer shall ensure that an indemnity provision substantially in the form of the following is incorporated in the construction contracts, including without limitation all Public Infrastructure Contracts, the architect agreement, and all other contracts and subcontracts, as applicable.

> "To the fullest extent permitted by applicable law, [**Contractors, Architect, Subcontractors]** ("***Indemnitor***") shall indemnify, protect, defend and hold harmless the board of directors of the TIF **Zone**, the **City**, the **County**, and the LGC, and each of their respective agents, employees, affiliated companies, successor and assigns (collectively, "***Construction Indemnitees***") for, from and against all liabilities, claims, damages, fines, penalties, losses, liens, causes of action, costs, and expenses (including court costs, attorneys' fees and costs of investigation) of any

nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (1) the services or work performed thereunder, (2) this Public Infrastructure Agreement, or (3) any act or omission or Indemnitor, anyone directly or indirectly employed by Indemnitor, or anyone that the Indemnitor controls or exercises control over (collectively, "***Liabilities***"). Indemnitor shall promptly advise [the **LGC]** and [the **Developer]** in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Indemnitor, at its expense, shall assume on behalf of [the **LGC**] and [the **Developer**] (and the other Construction Indemnitees) and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to [the board of directors of the TIF **Zone**], the LGC, the City, the County and [the **Developer**]; provided, however, that [the **LGC**], the board of directors of the TIF Zone, the City, the County and [the **Developer**] shall each have the right, at their option, to be represented therein by advisory counsel of their own selection and at their own expense. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, worker's compensation acts, disability benefit acts or other employee's benefit acts.

SECTION 3.5. CONVEYANCE OF PUBLIC INFRASTRUCTURE. After the Developer has completed the Public Infrastructure, the Developer shall convey and the City shall accept dedication of the Public Infrastructure. Upon such dedication and acceptance, the City shall be responsible for maintaining the Public Infrastructure in a manner consistent with similar infrastructure maintained by the City outside of the TIF Zone. The amount of the Public Infrastructure to be built by the Developer and dedicated to the City shall be limited in accordance with the projects set forth in the Projected Budget. The utility capacity generated by the construction of the public infrastructure will be initially reserved for and made available to the Developer for use in developing the Site, and then for surrounding areas.

[End of Article III]

ARTICLE IV

TIF ZONE FORMATION

SECTION 4.1. TIF ZONE FORMATION. The City will use its reasonable best efforts consistent with applicable law to form a Tax Increment Financing Reinvestment Zone in accordance with Section 311.005(a)(2) of the TIF Act covering the area described in ***Exhibit B*** hereto at the earliest practical date. The City and the County shall participate in the TIF Zone. The parties understand and agree that the Edinburg Consolidated Independent School District, the Hidalgo County Drainage District No. 1, and the South Texas Community College District will not participate in the TIF Zone.

SECTION 4.2. CITY'S CONTRIBUTION INTO TAX INCREMENT FUND. The City shall contribute into the Tax Increment Fund its Tax Increment generated from the lesser of (i) a tax rate of $0.52 per $100 valuation, or (ii) the City's then current Maintenance and Operations tax rate for the applicable tax year, until the earlier of (A) thirty (30) years from the effective date of the City ordinance creating the TIF Zone, or (B) the date on which the City's Reimbursement Commitment has been fully paid to the Developer in accordance with the terms of this Agreement. (Note: The foregoing formula for the participation of the City's Tax Increment is intended to include only Tax Increment generated from all or a portion of the City's Maintenance and Operations tax levy, and exclude that portion of the City's tax levy allocated to debt service.) Any portion of the City's Tax Increment related to the TIF Zone which has been contributed into the Tax Increment Fund and which remains therein after the City's Reimbursement Commitment has been fully paid to the Developer in accordance with the terms of this Agreement shall be refunded to the City.

SECTION 4.3. COUNTY'S CONTRIBUTION INTO TAX INCREMENT FUND. The County shall contribute into the Tax Increment Fund its Tax Increment generated from the lesser of (i) a tax rate of $0.52 per $100 valuation, or (ii) the County's then current Maintenance and Operations tax rate for the applicable tax year, until the earlier of (A) thirty (30) years from the effective date of the City ordinance creating the TIF Zone, or (B) the date on which the County's Reimbursement Commitment has been fully paid to the Developer in accordance with the terms of this Agreement. (Note: The foregoing formula for the participation of the County's Tax Increment is intended to include only Tax Increment generated from all or a portion of the County's Maintenance and Operations tax levy, and exclude that portion of the County's tax levy allocated to debt service.) Any portion of the County's Tax Increment related to the TIF Zone which has been contributed into the Tax Increment Fund and which remains therein after the County's Reimbursement Commitment has been fully paid to the Developer in accordance with the terms of this Agreement shall be refunded to the County.

SECTION 4.4. TIF TERM AND USE OF TIF REVENUES. The City anticipates paying to the LGC, after receiving approval of the board of directors of the TIF Zone, monies on deposit in the Tax Increment Fund ("***TIF Revenues***") for the purpose of discharging obligations of the City and the County described in this Agreement and other costs, expenses and obligations incurred by the TIF

Zone, the LGC and/or the City under the terms of the Tri-Party Agreement. Unless earlier terminated pursuant to this Agreement, the term of the TIF Zone (the "***TIF Term***") will expire upon the earlier of (i) the date on which the City Reimbursement Commitment and the County Reimbursement Commitment have been fully paid to the Developer in accordance with the terms of this Agreement, or (ii) thirty (30) years from the effective date of the City ordinance creating the TIF Zone. At the expiration of the TIF Term, any remaining TIF Revenues will be distributed into the general funds of the City and the County in the proportion of each unit's contributions to the TIF Zone for the tax year most recently ended.

Section 4.5. Board Representation. The Developer shall have the right to recommend to the City and the County the name of at least one person to serve on the board of directors of the TIF Zone. The City and the County shall duly consider such request, but the Developer acknowledges that, in accordance with the Act, the Commissioners Court of the County shall have the right to appoint one member to the board of directors of the TIF Zone (unless the County waives such right), and the City Council shall appoint all other members of such board, and neither the City nor the County shall be obligated to appoint the person recommended by the Developer.

[End of Article IV]

ARTICLE V

FINANCING AND DEVELOPER REIMBURSEMENTS

SECTION 5.1. COST OF CONSTRUCTION; POTENTIAL REIMBURSEMENTS.

SECTION 5.1.1. REIMBURSABLE PUBLIC INFRASTRUCTURE COSTS. The Developer shall be responsible for, and shall finance, all costs of development and construction of the Project and related Public Infrastructure, including without limitation all Project Costs; provided, however, the Developer shall be eligible to be reimbursed, solely from TIF Revenues, for (i) up to ***$16,500,000*** for costs actually incurred by the Developer (as determined in accordance with Section 5.2 below) to construct Commercial/Regional-Related Public Infrastructure (the "***Maximum Commercial/Regional-Related Public Infrastructure Reimbursement***"), and (ii) up to ***$17,400,000*** (plus interest on unreimbursed costs for all outstanding developer debt attributable to the Residential-Related Public Infrastructure costs, calculated at the lesser of (A) the rate of 6.00% per annum, or (B) the actual rate incurred by the Developer in connection with indebtedness incurred by the Borrower to finance Residential-Related Public Infrastructure) for costs actually incurred by the Developer to finance and construct Residential-Related Public Infrastructure (the "***Maximum Residential-Related Public Infrastructure Reimbursement***" and, the costs actually incurred and paid by the Developer for Project Costs for Public Infrastructure that are reimbursable hereunder that are not in the aggregate in excess of the Maximum Residential-Related Public Infrastructure Reimbursement and the Maximum Commercial/Regional-Related Public Infrastructure Reimbursement, the "***Reimbursable Public Infrastructure Costs***"), but only upon compliance with the terms of this Agreement. The Developer shall be reimbursed for Reimbursable Public Infrastructure Costs on a "pay-as-you-go basis" over a period of years solely from TIF Revenues deposited by the City and the County into the Tax Increment Fund and upon compliance with the terms of this Agreement, and in no event shall any other funds of the City or the County be available to be used to reimburse the Developer for such costs.

SECTION 5.1.2. SOURCES OF FUNDING MAXIMUM COMMERCIAL/REGIONAL-RELATED PUBLIC INFRASTRUCTURE REIMBURSEMENT. The Maximum Commercial/Regional-Related Public Infrastructure Reimbursement shall be funded with TIF Revenues contributed by the City into the Tax Increment Fund. In addition, in the event the Developer's actual total costs to construct Commercial/Regional-Related Public Infrastructure exceed the Maximum Commercial/Regional-Related Public Infrastructure Reimbursement to be reimbursed with City TIF Revenues (i.e., $16,500,000) but the Developer's actual total costs to construct Residential-Related Public Infrastructure (which can only be reimbursed with County TIF Revenues) is less than $17,400,000 (exclusive of the interest reimbursement described in Section 5.1.1 above), TIF Revenues contributed by the County into the Tax Increment Fund up to an amount equal to the difference between $17,400,000 and the amount of County TIF Revenues that have been used to reimburse the Developer for Residential-Related Public Infrastructure (exclusive of the interest reimbursement described in Section 5.1.1 above), may, upon written request to and consent of the County, be used to reimburse the Developer for costs related to Commercial/Regional-Related Public Infrastructure which exceed the Maximum Commercial/Regional-Related Public Infrastructure Reimbursement

being provided with City TIF Revenues; provided, however, in no event may County TIF Revenues be used to pay for a cost component associated with Commercial/Regional-Related Public Infrastructure that exceeds the amount for such component shown in the Projected Budget attached hereto as Exhibit C or interest on any costs associated with Commercial/Regional-Related Public Infrastructure costs.

SECTION 5.1.3. SOURCE OF FUNDING OF MAXIMUM RESIDENTIAL-RELATED PUBLIC INFRASTRUCTURE REIMBURSEMENT. The Maximum Residential-Related Public Infrastructure Reimbursement shall be funded with TIF Revenues contributed by the County into the Tax Increment Fund. No TIF Revenues contributed by the City into the Tax Increment Fund shall be used to fund any portion of the Maximum Residential-Related Public Infrastructure Reimbursement.

SECTION 5.2. EVIDENCE OF REIMBURSABLE PUBLIC INFRASTRUCTURE COSTS. Notwithstanding anything to the contrary herein, before the Developer is entitled to receive any funds under this Agreement to reimburse itself for Reimbursable Public Infrastructure Costs, (i) the Developer must submit documentation reasonably acceptable to the City, the County, the board of directors of the TIF Zone and the LGC demonstrating (a) that the Developer has properly constructed, installed and completed all or a portion of the Commercial/Regional-Related Public Infrastructure or Residential-Related Public Infrastructure for which it is requesting reimbursement, and (b) that the Developer has actually paid or incurred Reimbursable Public Infrastructure Costs to construct such Commercial/Regional-Related Public Infrastructure (which costs shall not include any interest on indebtedness incurred by the Developer to finance such construction) or Residential-Related Public Infrastructure (which costs may include interest on indebtedness incurred by the Developer to finance such construction at a rate not to exceed 6% per annum on the actual costs of Residential-Related Public Infrastructure that has not previously been reimbursed with TIF Revenues provided by the County) in an amount at least equal to the amount for which the Developer is seeking reimbursement, and (ii) the Developer has conveyed such Commercial/Regional-Related Public Infrastructure or Residential-Related Public Infrastructure to the City, and the City has accepted such Commercial/Regional-Related Public Infrastructure or Residential-Related Public Infrastructure, in accordance with Section 3.5 hereof. The City will not unreasonably withhold the acceptance of such Commercial/Regional-Related Public Infrastructure or Residential-Related Public Infrastructure Public Infrastructure as long as such Public Infrastructure has been properly constructed, installed and completed and such Public Infrastructure has been constructed in accordance with all applicable building codes.

SECTION 5.3. SEPARATE OBLIGATIONS OF THE DEVELOPER. The payment of all indebtedness and obligations incurred by the Developer in connection with the development and construction of the Project and related Public Infrastructure and the operation of the Project shall be solely the obligations of the Developer. The City and the County shall not be obligated to pay any indebtedness or obligations of the Developer and shall only be obligated to make their respective payments into the Tax Increment Fund so that the board of directors of the TIF Zone may reimburse the Developer for the Reimbursable Public Infrastructure Costs in accordance with the terms and conditions of this Agreement.

[End of Article V]

ARTICLE VI

OTHER DEVELOPER OBLIGATIONS

SECTION 6.1. COMPLETION OF THE PROJECT. The Developer shall use reasonable best efforts to cause construction of the Project and related Public Infrastructure to be completed in a manner consistent with the schedule for build-out of the Project as set forth in Exhibit D.

SECTION 6.2. AUDITS OF DEVELOPER RECORDS. The Developer agrees that the City, the County, and the LGC will have the right to audit the financial and business records of the Developer (and its Affiliates) that relate specifically to the Public Infrastructure (collectively "***Developer Records***") at any time in order to determine compliance with this Agreement. To the extent reasonably possible, the Developer shall make all Developer Records available in electronic form or otherwise available to be accessed through the internet following reasonable advance notice by the LGC. The Developer also shall make all Developer Records available to the City, the County and the LGC at the Developer's home office following reasonable advance notice by the City, the County or the LGC and shall otherwise cooperate fully with the City, the County and the LGC during any audit.

SECTION 6.3. CONSTRUCTION OF WATER TOWER. Included within the Commercial/Regional-Related Public Infrastructure to be constructed by the Developer is an elevated water tower which is intended to serve residents and commercial enterprises in and near the TIF Zone. Developer agrees to commence construction at the Site of such elevated water tower (with a minimum elevation of 130 feet, with a capacity of not less than 1.5 million gallons, and constructed of composite materials) by the later of (i) two (2) years from the date of execution of this Agreement, or (ii) the date on which 200 homes have been completed in the TIF Zone.

[End of Article VI]

ARTICLE VII

OTHER CITY, COUNTY, AND LGC OBLIGATIONS

SECTION 7.1. FAST-TRACK DEVELOPMENT APPROVALS. The City, the County and the LGC will use all reasonable efforts to expedite the processes of establishing the TIF Zone, and obtaining any necessary rights of way or easements for the Public Infrastructure as required by this Agreement.

SECTION 7.2. INTERLOCAL AGREEMENT. The City, the County, the LGC and the Developer acknowledge and agree that:

(a) certain rights of the County related to the Project and the TIF Zone, including without limitation audit and oversight provisions, are to be included in an interlocal agreement (the "Interlocal Agreement") to be entered between the City and the County subsequent to the execution of this Agreement;

(b) notwithstanding anything to the contrary contained in this Agreement, the County's obligations in this Agreement are subject to (i) the negotiation, execution and delivery of the Interlocal Agreement and (ii) the City's compliance with the terms thereof and satisfaction of its obligations thereunder, including without limitation causing the LGC to facilitate the County's audit and oversight; and

(c) that the County would have required the Developer to grant additional direct audit and related rights to the County hereunder but for the agreement of the City and the LGC to provide such rights in the Interlocal Agreement.

The City, the County and the LGC will use reasonable efforts to expedite the process of negotiating, executing and delivering the Interlocal Agreement. The City and the LGC covenant and agree to comply with the terms of the Interlocal Agreement and to satisfy their obligations thereunder.

SECTION 7.3. TRI-PARTY AGREEMENT. The City and the LGC will use reasonable efforts to expedite the process of negotiating, executing and delivering the Tri-Party Agreement.

[End of Article VII]

ARTICLE VIII

TERMINATION

SECTION 8.1. TERMINATION. This Agreement may be terminated for any of the following reasons:

(a) *By Mutual Consent*. By the mutual consent of the City, the County, the LGC and the Developer.

(b) *By City, County or LGC*. By the City, the County or the LGC after compliance with the procedures set forth in Section 8.4 hereof, if Developer commits a breach under Section 9.1.2 which is not cured in a timely manner (a "***Fundamental Breach***").

(c) *By Developer*. By the Developer (i) after compliance with the procedures set forth in Section 8.5, if (A) any of the City's, the County's or the LGC's representations or warranties contained in this Agreement is, or becomes, untrue in any material respect, or (B) the City, the County or the LGC has failed to perform any of their respective covenants contained in this Agreement.

(d) *Other*. Any party may terminate this Agreement at any time after the earlier to occur of (i) the expiration of the TIF Zone, and (ii) the reimbursement to the Developer in full of the Reimbursable Public Infrastructure Costs in accordance with Article V of this Agreement.

SECTION 8.2. TERMINATION DATE. The date of termination of this Agreement (the "***Termination Date***") shall mean the date on which this Agreement is terminated for any of the reasons listed in Section 8.1 of this Agreement.

SECTION 8.3. NOTICE OF PROBLEMS. Each party will promptly give written notice to the other parties when it becomes aware of the occurrence or failure to occur, or the impending or threatened occurrence or failure to occur, of any fact or event that would cause or constitute, or would be likely to cause or constitute, (a) any of its representations or warranties contained in this Agreement being or becoming untrue or (b) its failure to perform any of its covenants contained in this Agreement. No such notice shall affect the representations or warranties, covenants or conditions of the parties hereunder, or prevent any party from relying on the representations or warranties contained herein.

SECTION 8.4. CITY, COUNTY, AND LGC TERMINATION PROCEDURE. If the City, the County or the LGC discovers, by reason of a notice given pursuant to this Agreement or otherwise, any Fundamental Breach, then the City, the County or the LGC may deliver a written notice to the Developer of such Fundamental Breach, specifying the factual basis therefore in reasonable detail. A copy of said notice shall be delivered promptly to the other parties. The Developer shall have the right to cure any matter set forth in such notice within sixty (60) days following the date such notice

is received or such additional time thereafter as is reasonably necessary in order to cure the breach provided Developer promptly commenced pursuing such cure upon receipt of such notice and diligently pursues the cure during such additional time. The Developer may request additional time particularly for construction related delays attributable to unforeseen circumstances in order to resolve them to avoid default. Delays requested to resolve development issues with the Project will not serve to restrict payments to the Developer pursuant to this agreement. Upon such notice and the Developer's failure to timely cure, the City, the County or the LGC may terminate this Agreement by delivering written notice of termination to the other parties, which will be effective no less than ten (10) days after receipt of such notice by the Developer. A copy of said notice shall be delivered promptly to the other parties.

SECTION 8.5. DEVELOPER'S TERMINATION PROCEDURE. If the Developer discovers, by reason of a notice given pursuant to this Agreement or otherwise, that (i) any of the City's, the County's or the LGC's representations or warranties are or have become untrue in any material respect, or (ii) the City, the County or the LGC has failed to perform any of its covenants contained in this Agreement in any material respect, then the Developer may deliver a notice to the City, the County and the LGC of such event, specifying the factual basis therefore in reasonable detail. A copy of said notice shall be delivered promptly to the other parties. The City, the County or the LGC, as the case may be, shall have the right to cure any matter set forth in such notice within thirty (30) days following the date such notice is received. Upon such notice and failure by the City, County or LGC, as the case may be, to timely cure, the Developer may terminate this Agreement by delivering written notice of termination to the City, the County and the LGC, which will be effective no less than 10 days after receipt of such notice by the City, the County and the LGC

SECTION 8.6. EFFECT OF TERMINATION. Upon the termination of this Agreement pursuant to this Article VIII, unless otherwise required by applicable law, (i) neither the City, the County, the LGC nor the Developer shall have any further duties, obligations or liabilities under this Agreement except for the indemnification and hold harmless agreements set forth herein, (ii) the audit rights set forth above and through the Interlocal Agreement, (iii) all costs and expenses incurred by the Developer, the City, the County or the LGC, respectively, in connection with this Agreement and the transactions contemplated hereby prior to such termination shall remain the obligation of the party obligated to pay such costs hereunder and any costs incurred subsequent to such termination shall be the obligation of the party incurring such cost; and (iv) all Public Infrastructure shall be conveyed to the City at the City's option. Without limiting the generality of the foregoing, the costs of the development and construction of the Project and related Public Infrastructure, which were incurred and submitted to the City and the LGC for reimbursement prior to such termination and which are properly reimbursable pursuant to this Agreement shall be reimbursed to the extent funds are available in the TIF Fund at the date of termination.

[End of Article VIII]

ARTICLE IX

COVENANTS

SECTION 9.1. COVENANTS OF DEVELOPER. From the Effective Date of this Agreement until the later to occur of (i) the Termination Date, and (ii) the date on which all Reimbursable Public Infrastructure Costs are paid in full:

SECTION 9.1.1. COMPLIANCE CERTIFICATE. Upon written request of the City or the County given no more frequently than annually, the Developer shall deliver to the City and the County a certificate executed by the principal financial officer of the Developer stating that a review of the activities of the Developer during the period since the last such certificate was issued has been made under such officer's supervision and that to the best of such officer's knowledge and belief after reasonable and due investigation, (i) the Developer has observed, performed and fulfilled each and every obligation and covenant contained in this Agreement and in each of the Collateral Documents or, if there is any exception to the foregoing, specifying the nature and status thereof; and (ii) there exists no event of default or potential default under this Agreement or any of the Collateral Documents as of the date of such certificate or, if any such event shall have occurred, specifying the nature and status thereof.

SECTION 9.1.2. BUSINESS OF THE DEVELOPER. The Developer shall conduct all operations within the Site in compliance with all federal and state laws and City ordinances, and any other applicable laws.

SECTION 9.1.3. COMPLIANCE WITH LAWS. The Developer shall timely comply in all material respects with all laws, issuances, rules and regulations of any governmental authority applicable to the Developer, including, without limitation, all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood disaster and environmental protection laws affecting the Project or the Site, and, upon the request of the City or the County, deliver to the City and the County evidence thereof.

SECTION 9.1.4. INSPECTION OF BOOKS AND RECORDS. The Developer shall at all times keep complete and accurate books and records and accounts of their transactions, in accordance with GAAP, and permit any representative of the City, the County or the LGC designated in writing, at all reasonable times and with then (10) days prior notice, to examine and copy, or have the Developer provide a copy for them of, the books and records of the Developer pertaining to financing of the Public Infrastructure, including expenditures, employment data, all contracts, statements, invoices, bills, and claims for labor, material, services supplied for the construction of the Public Infrastructure.

SECTION 9.1.5. MODIFICATION, AMENDMENT OR TERMINATION OF THE COLLATERAL DOCUMENTS. The Developer shall not modify, amend or terminate any of the Collateral Documents, or any of the other contracts or agreements concerning the

construction or development of the Project that are hereafter approved by the City and the LGC without the prior written consent of the City or the LGC and which consent shall not be unreasonably withheld or delayed.

SECTION 9.2. COVENANTS OF THE CITY AND LGC. From the Effective Date of this Agreement until the later to occur of (i) the Termination Date, and (ii) the date on which all Reimbursable Public Infrastructure Costs (or such lesser amount as required pursuant to Section 8.6) are paid in full, unless the Developer shall otherwise consent in writing:

SECTION 9.2.1. ORGANIZATION. The LGC shall not change, and the City will not permit the LGC to change, its organizational documents in any manner that would materially adversely affect the Project or the Developer.

SECTION 9.3. FURTHER ACTIONS. The City, the County, the LGC and the Developer will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions.

[End of Article IX]

ARTICLE X

REPRESENTATIONS AND WARRANTIES

SECTION 10.1. REPRESENTATIONS AND WARRANTIES OF DEVELOPER. The Developer represents and warrants to the City, the LGC and the County, as of the Effective Date and any date on which the Developer conveys Public Infrastructure to the City or makes any certifications hereunder to the City or the County (each such date, a "Closing Date"), as follows:

SECTION 10.1.1. ORGANIZATION. The Developer is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas. SKC Management Company, L.L.C. is the general partner of the Developer (the "***General Partner***"), and is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas. The business which the Developer carries on and which it proposes to carry on any lawfully be conducted by the Developer.

SECTION 10.1.2. AUTHORITY. The execution, delivery and performance by the Developer of this Agreement and the Collateral Documents to which the Developer may be a party are within the Developer's powers and have been duly authorized by all necessary action of the Developer and General Partner.

SECTION 10.1.3. NO CONFLICTS. Neither the execution and delivery of this Agreement or the Collateral Documents to which the Developer may be a party, nor the consummation of any of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene the organizational documents of the Developer or the General Partner or any provision of law, statute, rule or regulation to which the Developer or the General Partner is subject or any judgment, decree, license, order or permit applicable to the Developer or the General Partner, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the Developer or the General Partner pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the Developer or the General Partner is a party or, to the knowledge of the Developer or the General Partner, by which the Developer or the General Partner is bound, or to which the Developer or the General Partner is subject.

SECTION 10.1.4. NO CONSENTS. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution, delivery and performance by the Developer of this Agreement, the Collateral Documents to which the Developer may be a party or the consummation of the transactions contemplated hereby or thereby.

SECTION 10.1.5. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 10.1.6. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of the Developer or the General Partner threatened against or affecting the Developer or the General Partner or any subsidiaries of the Developer or the General Partner, questioning the validity or any action taken or to be taken by the Developer in connection with the execution, delivery and performance by the Developer of this Agreement or the Collateral Documents to which the Developer may be a party or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the Developer hereof or thereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Developer to perform, its obligations under this Agreement or the Collateral Documents to which the Developer may be a party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Developer or the General Partner or on the ability of the Developer or the General Partner to conduct its business as presently conducted or as proposed or contemplated to be conducted (including the operation of the Project).

SECTION 10.1.7. NO DEFAULTS. Neither the Developer nor the General Partner is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the Developer or the General Partner is a party or by which the Developer or the General Partner or any of their property is bound that would have any material adverse effect on the Developer's ability to perform under this Agreement or the Collateral Documents to which the Developer is a party.

SECTION 10.1.8. FULL DISCLOSURE. Neither this Agreement nor any schedule or exhibit attached thereto in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

SECTION 10.1.9. NECESSARY CONSENT. The Developer acknowledges that neither the City, the County nor the LGC is committed or obligated to pay any expenditure incurred with respect to the construction of the Project and related Public Infrastructure except as specifically provided in this Agreement.

SECTION 10.1.10. ENVIRONMENTAL CONDITION; INDEMNIFICATION.

(a) Except as set forth on ***Exhibit G*** attached hereto, to the actual knowledge of the Developer, (i) the Project and the Site are now and at all times hereafter will continue to be in material compliance with all Environmental Regulations, including, but not limited to, CERCLA and SARA, and (ii) as of the date hereof, there are no Hazardous Substances (including without limitation, any materials containing asbestos) located on, in or under the Project or the Site or used in connection therewith (except as may be necessary in connection with any normal and customary use of the Project, which the Developer warrants will be stored, handled, used and disposed of properly and in accordance with applicable law). The Developer covenants and agrees that it will promptly notify the City, the County and the LGC of (i) any material change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Project or the Site or used in connection therewith and (ii) any material spill, emission, release, discharge, disposal, leakage or dumping of any hazardous materials, substances or wastes onto, in or from the Project or the Site which is not in compliance with applicable federal, state and local environmental laws and regulations, and will transmit to the City, the County and the LGC copies of any citations, orders, notices or other materials, substances, wastes or other environmentally regulated substances affecting the Project or the Site.

(b) The Developer will indemnify and hold the Indemnitees harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against the Indemnitees as a direct or indirect result of any warranty or representation made by the Developer in Section 10.1.10 (a) of this Agreement being false or untrue in any material respect, or any requirements under any law, regulation or ordinance, local, state or federal, which requires the elimination or removal of any hazardous materials substances, wastes or other environmentally regulated substances by the Developer, or any of the Indemnitees or the breach of any covenant of the Developer contained in Section 10.1.10 (a) of this Agreement.

(c) This Section 10.1.10 will survive the termination of this Agreement.

SECTION 10.2. REPRESENTATION AND WARRANTIES OF THE CITY, THE COUNTY, AND LGC. The City, the County, and the LGC severally represent and warrant to the Developer, to the actual knowledge of the Commissioner's Court as to the County and of the City Commission as to the City, as of the Effective Date and, with respect to the City, any Closing Date, as follows:

SECTION 10.2.1. AUTHORITY. The execution, delivery and performance such party of this Agreement and the Collateral Documents to which such party is a party are within the party's powers and have been duly authorized by all necessary action.

SECTION 10.2.2. NO CONFLICTS. Neither the execution and delivery of this Agreement or the Collateral Documents, nor the consummation of any of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene the governing documents of such party or any provision of law, statute, rule or regulation to which such party to such party's knowledge is subject or any judgment, decree, license, order or permit applicable to such party, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of such party pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which such party is a party or by which such party is are bound, or to which such party is subject.

SECTION 10.2.3. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 10.2.4. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the knowledge of such party threatened against or affecting such party, threatened against or affecting such party, questioning the validity of any proceedings taken or to be taken by such party in connection with the execution, delivery and performance by such party of this Agreement or the Collateral Documents to which such party is a party or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the such party hereof or thereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of such party to perform, such party's obligations under this Agreement or the Collateral Documents to which such party is a party.

SECTION 10.2.5. NO DEFAULTS. Such party is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which such party is a party or by such party is bound that would have any material adverse effect on such party's ability to perform under this Agreement or the Collateral Documents to which such party is a party.

[End of Article X]

ARTICLE XI

INDEMNIFICATION AND INSURANCE

SECTION 11.1. INDEMNITY. The Developer shall indemnity and hold harmless the LGC, the LGC's officers, directors, employees, and agents, the City and the City's council members, employees and agents, the County and the County's commissioners, employees and agents and the board of directors of the TIF Zone (collectively, the "***Indemnitees***") from any and all damages, losses, liabilities (joint or several), payments, obligations, penalties, claims, litigation, demands, defenses, judgments, suites, proceedings, costs, disbursements or expenses (including, without limitation, fees, disbursements and reasonable expenses of attorneys, accountants and other professional advisors and of expert witnesses and costs of investigation and preparation) of any kind or nature whatsoever (collectively, the "***Damages***"), directly or indirectly resulting from , relating to or arising out of:

(a) the construction, development, maintenance or operation of the Site, the Project, or the business of the Developer other than the maintenance or operation of the Public Infrastructure and other parts of the Site dedicated to the City following acceptance of such Public Infrastructure by the City;

(b) the formation, organization and operation of the Developer or the General Partner;

(c) any breach of or inaccuracy in any representation or warranty of the Developer contained in this Agreement or any of the Collateral Documents;

(d) any breach or non-performance, partial or total, by the Developer of any covenant or agreement of the Developer contained in this Agreement or in the Collateral Documents; or

(e) any actual or threatened violation of or non-compliance with, or remedial obligation arising under, any federal or state environmental laws arising from any event, condition, circumstance, activity, practice, incident, action or plan relating in any way to the Site, the Project, or the business of the Developer.

SECTION 11.2. INDEMNIFICATION PROCEDURES. In case any claim shall be brought or, to the knowledge of any Indemnitee, threatened against any Indemnitee in respect of which indemnity may be sought against the Developer, such Indemnified Party shall promptly notify the Developer in writing; provided, however, that any failure so to notify shall not relieve the Developer of its obligations under this Article XII. The Developer shall have the right to assume the investigation and defense of all claims, including the employment of counsel and the payment of all expenses. Each Indemnitee shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnitee unless (i) the employment of such counsel has been specifically authorized by the

Developer, in writing, or (ii) the Developer has failed after receipt of notice of such claim to assume the defense and to employ counsel reasonably acceptable to such Indemnitee or (iii) in the event of a conflict of interest between the Developer and such Indemnitee. Each Indemnitee shall cooperate at the Developer's expense with the Developer in the defense of any action or claim. The Developer shall not be liable for any settlement of any action or claim without the Developer's consent but, if any such action or claim is settled with the consent of the Developer or there be final judgment for the plaintiff in any such action or with respect to any such claim, the Developer shall indemnify and hold harmless the Indemnitees from and against any Damages by reason of such settlement or judgment as provided in Section 11.1 of this Agreement.

[End of Article XI]

ARTICLE XII

MISCELLANEOUS

SECTION 12.1. ARTICLE, SECTION OR OTHER HEADINGS. Article or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 12.2. ENTIRE AGREEMENT. This Agreement and the Collateral Documents contain the entire agreement between the parties with respect to the transactions contemplated herein.

SECTION 12.3. AMENDMENT. This Agreement may only be amended, altered, or revoked by written instrument signed by all parties.

SECTION 12.4. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Except as specifically provided herein, this Agreement and the Collateral Documents are not assignable without the prior written permission of the other parties thereto, which permission shall not be unreasonably withheld. However, the Developer can assign its rights to receive reimbursements under this Agreement to its lender(s) without the consent of the other parties.

SECTION 12.5. WAIVER. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

SECTION 12.6. REMEDIES. Upon breach of any of the covenants contained in Article IX or the representations and warranties contained in Article X, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages.

SECTION 12.7. NOTICES. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

DEVELOPER:

Burns Brothers Limited
3700 North 10th Street, Suite 230
McAllen, Texas 78501
Attn: Chris Burns
Telephone: (965) 992-0456

	Facsimile: (956) 630-1098
With a copy to:	Hawes Hill Calderon 2500 Tanglewilde, Suite 260 Houston, Texas 77063 Attn:_Bill Calderon Telephone:713-541-0447 Facsimile:713-541-9906
CITY:	City of Edinburg, Texas P.O. Box 1079 210 W. McIntyre Edinburg, Texas 78540 Attn: City Manager Telephone: (956) 383-5661 Facsimile: (956) 383-7111
With a copy to:	Edinburg Economic Development Corporation 602-B West University Edinburg, Texas 78539 Attn: Executive Director Telephone: (956) 383-7124 Facsimile: (956) 380-2738
COUNTY:	Hidalgo County 100 N. Closner Boulevard Edinburg, Texas 78539 Attn: County Judge Telephone: (956) 318-2600 Facsimile: (956) 318-2699
With a copy to:	Atlas & Hall, L.L.P. P.O. Box 3725 McAllen, Texas 78502 Attn: Stephen L. Crain Telephone: (956) 682-5502 Facsimile: (956) 686-6109

SECTION 12.8. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

SECTION 12.9. SEVERABILITY. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and

it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

SECTION 12.10. NO THIRD-PARTY BENEFICIARIES. The City, the County, the LGC and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City, the County, the LGC, and the Developer or permitted successors or assignees of such parties, except that the indemnification and hold harmless obligations by the Developer provided for in this Agreement shall inure to the benefit of the Indemnitees.

SECTION 12.11. NO JOINT VENTURE. Nothing contained in this Agreement or the Collateral Documents is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any party as an agent of another for any purpose whatsoever. Except as otherwise specifically provided herein, no party shall in any way assume any of the liability of the other parties for acts of the other or obligations of the other parties.

SECTION 12.12. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

[End of Article XII]

[Signature Pages Follow]

EXECUTED to be effective as of the Effective Date.

BURNS BROTHERS, LTD.,
a Texas limited partnership
By: SKC Management Company, L.L.C., its general partner

By:_____
Name:_____
Title:_____

CITY OF EDINBURG, TEXAS

ATTEST:

By:_____
Name:_____
Title:_____

_____
City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
City Attorney

CITY OF EDINBURG, TEXAS LOCAL GOVERNMENT CORPORATION

By:_____
Name:_____
Title:_____

HIDALGO COUNTY, TEXAS

ATTEST:

By:_____
Name: Juan D. Salinas III
Title: Hidalgo County Judge

_____
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM:

_____
Stephen L. Crain
Atlas & Hall, L.L.P.

EXHIBIT A

Site

EXHIBIT B

TIF Zone

EXHIBIT C

Projected Budget

EXHIBIT D

Construction Schedule

EXHIBIT E

Description of Construction Phases

EXHIBIT F

Description of Public Infrastructure

EXHIBIT F-1

Description of Commercial/Regional-Related Public Infrastructure

EXHIBIT F-2

Description of Residential-Related Public Infrastructure

EXHIBIT G

Exceptions to Environmental Conditions

AI-8052 **10.B.**

Economic Development Agreement with HEB
CC REGULAR

Date: 02/26/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: County Judge's Office

Information

CAPTION

1. Discussion, consideration and approval of the economic development agreement for the HEB Warehouse Distribution Project.

2. Discussion, consideration and action pertaining to modification of 381 agreement for the HEB Warehouse Distribution Project as approved by Commissioners Court on 12/11/2007.

BACKGROUND

Agreements will be provided at Commissioners Court.

Fiscal Impact

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 08:59 AM	APRV
2	Manuel Chapa	Manuel Chapa	02/22/2008 10:36 AM	APRV
3	Auditor's Office		02/22/2008 05:11 PM	PEND

Form Started By: Erika Reyna — Started On: 02/21/2008 08:31 AM

Final Approval Date: 02/22/2008

AI-8068 **10.C.**

Resolution - South Texas ISD
CC REGULAR

Date: 02/26/2008
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Approval of resolution recognizing South Texas ISD for receiving three gold medal awards.

BACKGROUND

Fiscal Impact

Attachments

Link: Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 02:58 PM	APRV
2	Auditor's Office		02/22/2008 05:11 PM	NEW

Form Started By: Roxanne De La Garza
Started On: 02/21/2008 03:55 PM
Final Approval Date: 02/22/2008

RESOLUTION

WHEREAS, US News & World Report, in an attempt to answer the pivotal question as to which high school would be "most likely to succeed", conducted a three-step analysis of more than 18,000 public high schools in the United States; and

WHEREAS, the analysis measured how each school's students performed on state tests, how well each school's disadvantaged students performed, and whether the school was successful in providing college-level coursework; and

WHEREAS, based on this criteria, the 100 schools that ranked the best in this analysis earned gold medals, the following 405 were awarded silver medals and an additional 1,086 schools earned bronze; and

WHEREAS, three high schools within the South Texas Independent School District earned gold medals; The Science Academy ranked 23rd, South Texas Business Education & Technology Academy ranked 54th and the High School for Health Professionals ranked 64th in the nation; and

WHEREAS, it is widely known that a good high school can open worlds of opportunity for its students; and

NOW, THEREFORE, BE IT RESOLVED, that the Hidalgo County Commissioners Court hereby recognizes South Texas ISD, their students, teachers, administrators, board and all those who contributed to the school's success, for their commitment to education, exemplary performance and outstanding accomplishments.

Approved this _____ February, 2008

_____
J.D. SALINAS III
County Judge

_____
SYLVIA S. HANDY
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

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

Attest:

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-8028 **11.A.**

Planning Department
CC REGULAR

Date: 02/26/2008
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Area: Planning Department

Information

CAPTION

1. Preliminary Approval
   a. Andy Subdivision - Pct. 1 (Kyle Bennett)

2. Final Approval
   a. La Frontera Estates Phase 2 - Pct. 1 (Allen Cohrs)
   b. Guerra s Acres Subdivision - Pct. 4 (Andrea Guerra)
   c. Eduardo s No. 5 Subdivision - Pct. 3 (Aniceto Izaguirre)

3. Reimbursement of a Cash Deposit
   a. Sendero Trails Ph. I Subdivision Pct. 4 (Megaware Corp.)

BACKGROUND

Fiscal Impact

Attachments

Link: Andy Subdivision - Prelim.
Link: Andy Subd;Plat
Link: La Frontera Estates 2 - Final
Link: La Frontera Estates 2;Plat
Link: Guerra's Acres - Final
Link: Guerra's Acres;Plat
Link: Eduardo's No. 5 - Final
Link: Eduardo's No. 5;Plat
Link: Sendero Trails 1;reimburse

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2008 03:43 PM	APRV
2	Erika Reyna	Erika Reyna	02/22/2008 09:36 AM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 09:47 AM	APRV
4	Purchasing Department	Marty Salazar	02/22/2008 02:09 PM	APRV

5	Court Administrator	Monica Badillo	02/22/2008 02:29 PM	APRV

Form Started By: Nora Cavazos Started On: 02/20/2008 01:51 PM

Final Approval Date: 02/22/2008

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: February 20, 2008

RE: **Andy Subdivision – Pct. 1**
Preliminary Approval

Andy Subdivision is a two (2) lot subdivision located on the North side of Mile 15 North Road approximately ¼ mile West of FM 493.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 30, 2008. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty (30) feet on Mile 15 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing two (2) inch waterline on Mile 15 North Road that will serve as the primary source of water for the proposed development.

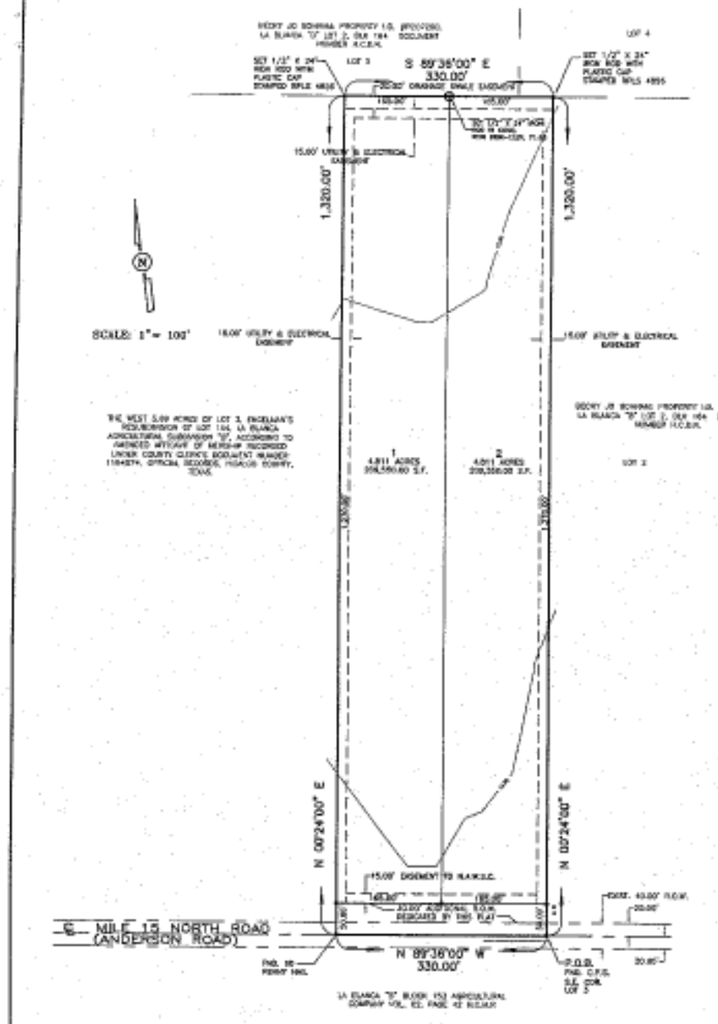
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **February 19, 2008** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Andy Subdivision 1st Review** **Page** 1 of 1

Item Log	DESCRIPTION OF ITEMS: *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		2/15/08	CP
A	**1ST SHEET COMMENTS:** Plat notes: complete note number 7 and correct spelling for notes 11 and 15.		
B	On metes and bounds please correct description on 2nd, 3rd, and 4th callouts to coincide with what is shown on drawing.		
C	Provide north arrow for vicinity map, and correct index to sheet description for sheet 2.		
D	**2nd SHEET COMMENTS:** Complete construction cost estimate chart		
E	Provide all the construction cost for the water engineering report		
F	for sewer engineering report please provide new wording for ossf being covered by a letter of credit (see attachments)		
G	All modification on water and sewer report must be reflected on the Spanish version.		
H	**3rd SHEET COMMENTS:** Dimension and label road condition (paved, asphalt, or caliche).		
I	Submit a set of plans to the post master that services this area for review.		



LOCATION MAP SCALE 1" = 2000'



PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE DESIGNATION:
FLOOD ZONE DESIGNATION: ZONE "C"
BASE OF MINIMAL FLOODING: (NO ELEVATION)
COMMUNITY-PANEL NUMBER: 480334 0455 C
MAP EFFECTIVE DATE: JUNE 16, 1982
THE AREA WITHIN THE DRAINAGE EASEMENT IS WITHIN THE 100-YEAR FLOOD PLAIN, C.P.N. 480334 0445 C, EFFECTIVE DATE SEPTEMBER 16, 1982, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR DESIGNATED AND ENFORCES AREAS WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD ZONE.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING COMPLIES FOR ASSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. 1201(1968)) AND/OR RATIFIED, AMENDED, OR REPLACED BY ANY SUCCESSOR WHICH ARE IN THE 100-YEAR FLOOD PLAIN, ACCESSORY PUBLIC FACILITIES AND IMPROVEMENTS HAVE BEEN MADE FOR DRAINAGE, TRAILS, SEWERAGE, AND STREETS.

2.- SETBACKS:
FRONT..... 50.00 FEET
REAR..... 10.00 FEET
SIDE..... 6.00 FEET
OR EASEMENT (ANY WHICHEVER IS GREATER ON ALL CASES.

3.- LEGEND: ● = DENOTES 1/2"X24" IRON ROD SET WITH PLASTIC CAP STAMPED (WILS 4935) UNLESS NOTED OTHERWISE.

4.- GENERAL NOTE: FOR SINGLE FAMILY RESIDENCES AND MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. CLAY KINGS LINE SIGNAL HOUSING PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY THIS LOT.

5.- BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND IS THE ESTABLISHED BENCHMARK FOR THIS SUBDIVISION:
D.D.D.= 74.83 C.P.S. FOUND AT THE SOUTHEAST CORNER OF THIS SUBDIVISION
RANGE, 88 DATUM.
B.M. No. 5:- ELEVATION 71.88 (DERIVED ON 1/2" IRON ROD SET IN CONC. W/ DISC ON THE NORTHWEST CORNER OF LOT 1.
RANGE, 88 DATUM.

6.- MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. TOPOGRAPHIC ELEVATIONS MAY BE REQUIRED FOR LOTS LOCATED WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION PERMIT. ADDITIONAL FINISH FLOOR ELEVATIONS, AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

7.- DRAINAGE IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF _____ CUBIC FEET / _____ ACRE FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IS ACCOMPLISHED THROUGH _____ AND WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.5.

8.- DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAN OF TRASH, DEBRIS, UNDERBRUSH AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE DIVERSION OF THE DRAINAGE. SWALE EASEMENT OF LOT AHEAD SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

9.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF TREES, BUSHES, SHRUBS, FENCES, BRICK, AND OTHER OBSTRUCTIONS (EXCEPT LOW, LOOSE GUAVA OR MASKED SALVIA) WHICH INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

11.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PURCHASING OR RENT OF AN OSSF UNIT.
A. SEPTIC SYSTEM IS HOME DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.
B. SEPTIC SYSTEMS SHALL BE DESIGNED FOR COMMERCIAL, ETC.
C. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FOOT LOT AREA WITH 2" MINIMUM WATER SUPPLY.
D. SEPTIC SYSTEMS SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENTS.
E. SOIL EVALUATION HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE DEVELOPED LOTS FOR SUBDIVISIONS ARE SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTION TRENCH/FIELD SYSTEM.
F. APPROVED "OSSF" SEWAGE APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12.- WATER SERVICE: THE OWNER & SUBDIVIDER OF ANDY SUBDIVISION AGREES TO CONSTRUCT WATER LINES TO SERVE EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 1 OF THIS PLAT.

13.- EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14.- ALL PUBLIC UTILITIES EASEMENTS SCHEDULED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPERS AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

15.- AN OFFICIAL SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEMOLITION PERMIT. NO WATER OR UTILITY CONNECTIONS SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN, AND ALL REQUIRED PUBLIC AND PRIVATE IMPROVEMENTS ARE COMPLETED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16.- NO DRAINAGE EASEMENTS ARE EXCLUSIVE TO DONNA IRRIGATION DISTRICT, AND NO OTHER UTILITIES OR USES IS ALLOWED WITHOUT EXPRESS APPROVAL OF THE DISTRICT.

17.- NO UTILITY EQUIPMENT OR OTHER POSTION IS ALLOWED TO CROSS ABOVE OR BELOW EXISTING ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT PRIOR OBTAINING A CROSSING PERMIT FROM THE DISTRICT. (DONNA IRRIGATION DISTRICT)

18.- NO PERMANENT STRUCTURES, (DRAINAGE, FENCES OF ANY DESCRIPTION WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

INDEX OF SHEETS

SHEET 1.- BOUNDARY BOOK LOCATION MAP AND CITY PRINCIPAL CONTACTS, MAP, LOT, STREETS, AND EASEMENT LAYOUT, DESCRIPTION NOTES AND BOUNDS, SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, ENGINEER'S CERTIFICATION, DONNA IRRIGATION DISTRICT CERTIFICATION, HIDALGO COUNTY DRAINAGE DISTRICT No. 1 CERTIFICATES, ATTESTATION, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT, RIGHT OF WAY DEPARTMENT, REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/SEWER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS) REVISION NOTES.

SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY OF DRAINAGE, AND ENGINEERING CERTIFICATION) REVISION NOTES.

REVISION NOTES

No.	Date	Remarks	Init.	Approved

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
ANDY SUBDIVISION IS LOCATED IN EAST HIDALGO COUNTY ON THE NORTH OF MILE 15 NORTH ROAD AND 1,820 FEET EAST OF F.M. 493. THE EXACT NEARBY AUTHORITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (HIDALGO/STARR COUNTIES). ANDY SUBDIVISION LIES APPROXIMATELY 6.50 MILES FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S FIVE-MILE ETJ UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PRECINCT 3.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KYLE BENNETT-OWNER	P.O. BOX 265	LA BLANCA, TX 78558	(956) 464-4431	(956) 464-2800
ENGINEER:	RIGOBERTO RAMIREZ	124 E. STUBBS ST.	EDINBURG, TX 78539	(956) 381-6480	(956) 381-0327
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS ST.	EDINBURG, TX 78539	(956) 381-6480	(956) 381-0327

SUBDIVISION PLAT OF :

ANDY SUBDIVISION

A 10.00 ACRE TRACT OF LAND BEING THE EAST 10.00 ACRES OF LOT 3, ENGELMAN'S RESUBDIVISION OF BLOCK 184, LA BLANCA AGRICULTURAL SUBDIVISION "B", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1805824, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

METES AND BOUNDS:

A 10.00 ACRE TRACT OF LAND BEING THE EAST 10.00 ACRES OF LOT 3, ENGELMAN'S RESUBDIVISION OF BLOCK 184, LA BLANCA AGRICULTURAL SUBDIVISION "B", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1805824, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF MILE 15 NORTH ROAD RIGHT OF WAY (ANDERSON ROAD) FOR THE SOUTH-EAST CORNER OF LOT 3 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 89°35'W, ALONG THE SOUTH LINE OF LOT 3 AND THE CENTERLINE OF MILE 15 NORTH ROAD RIGHT OF WAY (ANDERSON ROAD), A DISTANCE OF 330.00 FEET TO A 60 PENNY NAIL FOUND FOR THE SOUTHEAST CORNER OF THE ADAN GARCIA TRACT (THE WEST 3.00 ACRES OF LOT 3, ENGELMAN'S RESUBDIVISION OF LOT 184, LA BLANCA AGRICULTURAL SUBDIVISION "B", ACCORDING TO AMENDED AFFIDAVIT OF HORSHIP RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1184074, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 00°24'E, ALONG THE EAST LINE OF THE ADAN GARCIA TRACT, PASSING A 5/8" IRON ROD WITH CAP STAMPED WILS 5760 FOUND AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 15 NORTH ROAD (ANDERSON ROAD), A TOTAL DISTANCE OF 1,320.00 FEET TO A 5/8" IRON ROD WITH CAP STAMPED SDA 5760 FOUND ON THE NORTH LINE OF LOT 3 FOR THE NORTHEAST CORNER OF SAID TRACT AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 89°36'E, ALONG THE NORTH LINE OF LOT 3, A DISTANCE OF 330.00 FEET TO A 5/8" IRON ROD WITH CAP STAMPED SDA 5760 FOUND FOR THE NORTHEAST CORNER OF LOT 3 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 00°24'W, ALONG THE EAST LINE OF LOT 3, PASSING A 5/8" IRON ROD WITH CAP STAMPED SDA 81363 FOUND AT 1,300.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 15 NORTH ROAD (ANDERSON ROAD), A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LA BLANCA AGRICULTURAL SUBDIVISION "B", RECORDED IN VOLUME 1, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA R.P.L.S. No. 4836 — 1-14-08 DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the property for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted shall be on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of relocating said water line as may be necessary to meet the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

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

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____, 20____.

KYLE BENNETT-OWNER
P.O. BOX 265
LA BLANCA, TEXAS 78558
(956) 464-4431

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

I, KYLE BENNETT, AS OWNER OF THE 10.000 ACRE TRACT OF LAND ENCOMPASSED WITHIN THIS PROPOSED ANDY SUBDIVISION, HEREBY SURRENDER THAT LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §212.0105 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS ON SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

KYLE BENNETT-OWNER — DATE
P.O. BOX 265
LA BLANCA, TEXAS 78558
(956) 464-4431

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared KYLE BENNETT, proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2008.

LISA A. QUINTANILLA — Notary Public, State of Texas — My Commission Expires July 23, 2008

LISA A. QUINTANILLA- NOTARY PUBLIC

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

WE THE UNDERSIGNED CERTIFY that this plat of the ANDY SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — date
ATTEST:
Hidalgo County Clerk — date

STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, certify that the plat bearing this certificate was filed for record at _____ o'clock ____ M. on _____, _____, 200_ and was recorded in Book _____, Sheet(s) _____ of the Plat Records of Hidalgo County at _____ o'clock ____ M. on _____.

_____ Hidalgo County Clerk

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS _____ DAY OF _____, 20____.

PRESIDENT — SECRETARY

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (ANDY SUBDIVISION) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (ANDY SUBDIVISION) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

RIGOBERTO RAMIREZ P.E. PH. 77960 — 1-31-08 DATE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0327

SHEET NO. 1 OF 3 SHEETS

REVISIONS / ADDITIONS / DELETIONS MADE TO ANDY SUBDIVISION PLAT				
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY	
01/14/08	MADE BY	RR	AQ	
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY	

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: February 20, 2008

RE: **La Frontera Estates Subdivision Phase 2 – Pct. 1**
Final Approval

La Frontera Estates Phase 2 is a forty two (42) lot subdivision located on the East side of Whalen Road, approximately ¼ mile South of Moore Road.

The proposed Subdivision lies within the City of Donna E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on July 28, 2006. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM.

The proposed subdivision plat will dedicate five (5) feet on Whalen Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Jose Angel Gonzalez and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Whalen Road that will serve as the primary source of water for the proposed development.

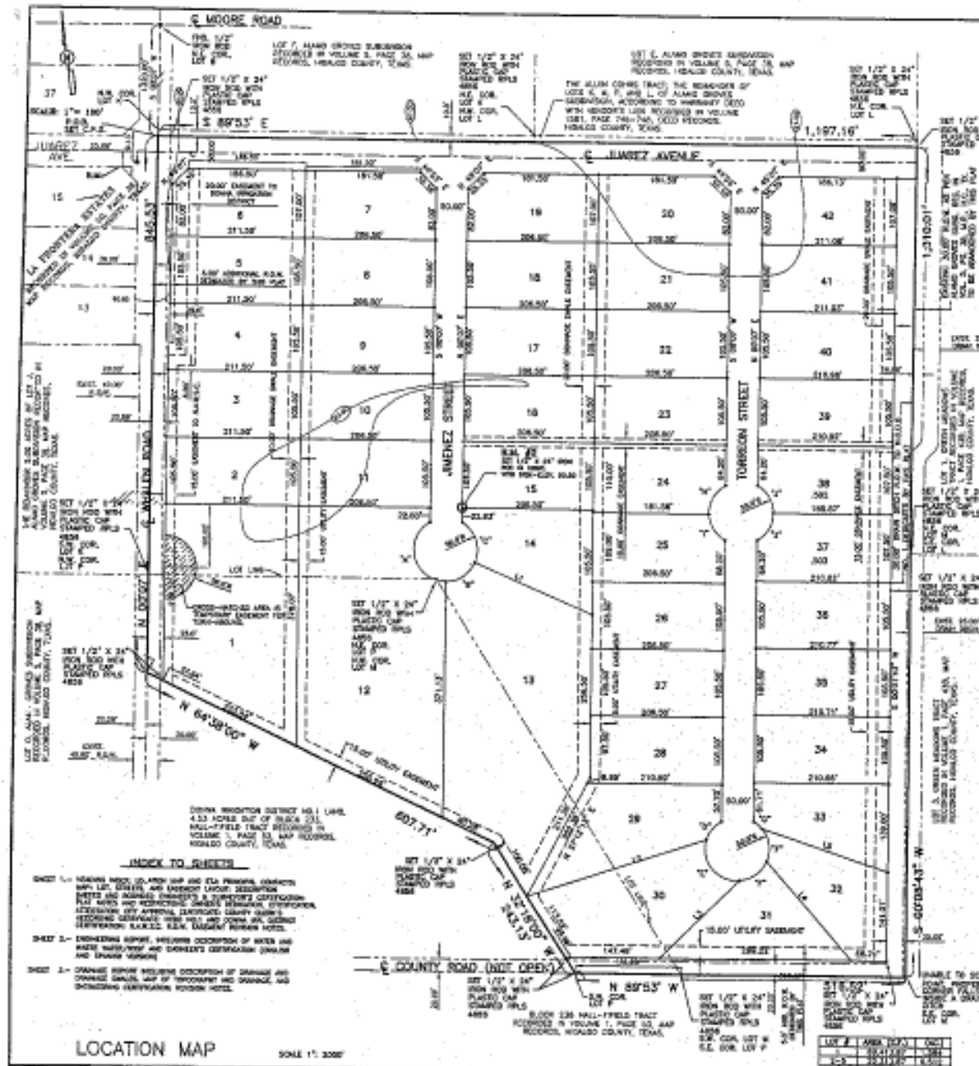
The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on October 24, 2006. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **February 19, 2008.**

SUBDIVISION PLAT OF:

LA FRONTERA ESTATES PHASE II

A 31.46 ACRE TRACT OF LAND OUT OF LOTS K AND L, AND ALL OF LOTS M AND P, ALAMO GROVES SUBDIVISION HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 38, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1581, PAGES 745-746, DEED RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.



METES AND BOUNDS

A 31.46 ACRE TRACT OF LAND OUT OF LOTS K AND L, AND ALL OF LOTS M AND P, ALAMO GROVES SUBDIVISION HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 38, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1581, PAGES 745-746, DEED RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HEREIN MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT K AND IN THE CENTERLINE OF WHALEN ROAD FOR THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 00°08'43" W, 10.0 FEET FROM THE NORTHWEST CORNER OF LOT K;

THENCE: S 89°53'E, PASSING A 3/8" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET AT 20.00 FEET FOR THE EAST RIGHT OF WAY LINE OF WHALEN ROAD, PASSING AT 1,197.16 FEET THE WEST RIGHT OF WAY LINE OF A 50.00 FOOT COUNTY ROAD (NOT OPEN), A TOTAL DISTANCE OF 1,297.16 FEET TO A 5/8" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET ON THE EAST LINE OF LOT L AND ON THE EAST RIGHT OF WAY LINE OF SAID 50.00 FOOT COUNTY ROAD (NOT OPEN) FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE: S 00°08'43"W, ALONG THE EAST LINE OF LOTS L AND M, AND THE EAST RIGHT OF WAY LINE OF SAID 50.00 FOOT COUNTY ROAD (NOT OPEN), A DISTANCE OF 1,310.01 FEET TO A POINT FOR THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SAID 50.00 FOOT COUNTY ROAD (NOT OPEN) AND THE SOUTH RIGHT OF WAY LINE OF A 20.00 FOOT COUNTY ROAD (NOT OPEN) FOR THE SOUTHEAST CORNER OF LOT M AND THE SOUTHEAST CORNER OF THIS TRACE.

THENCE: N 89°53'W, ALONG THE SOUTH LINE OF LOTS M AND P, AND THE SOUTH RIGHT OF WAY LINE OF SAID 20.00 FOOT COUNTY ROAD (NOT OPEN), A DISTANCE OF 1,197.16 FEET TO A 3/8" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR THE SOUTHWEST CORNER OF LOT P AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE: N 32°18'W, ALONG THE WEST LINE OF LOT P, PASSING A 3/8" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET AT 23.68 FEET FOR THE NORTH RIGHT OF WAY LINE OF SAID 20.00 FOOT COUNTY ROAD (NOT OPEN), A TOTAL DISTANCE OF 643.13 FEET TO A 5/8" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR AN INTERIOR CORNER OF LOT P AND 1/2" INTERIOR CORNER OF THIS TRACT.

THENCE: N 64°38'W, ALONG THE SOUTH LINE OF LOT P, PASSING A 5/8" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET AT 0.46 FEET FOR THE EAST RIGHT OF WAY LINE OF WHALEN ROAD, A TOTAL DISTANCE OF 807.71 FEET TO A 5/8" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET IN THE CENTERLINE OF WHALEN ROAD FOR AN EXTERIOR CORNER OF LOT P AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE: N 00°08'E, ALONG THE WEST LINE OF LOTS K AND P, AND THE CENTERLINE OF WHALEN ROAD, A DISTANCE OF 605.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 31.46 ACRES OF LAND, MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LA FRONTERA ESTATES, RECORDED IN VOLUME 50, PAGE 39, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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



AUTHON QUINTANILLA
R.P.L.S. No. 4858

01-30-08
DATE

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "B"
AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (SHOWN SHADED).

COMMUNITY-PANEL NUMBER: 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FIRM OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR SHOWFEED NO OTHER AREAS WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.- SETBACKS:

FRONT	25.00 FEET
FRONT (WHALEN ROAD)	25.00 FEET (LOTS 1-6)
REAR	15.00 FEET
SIDES	7.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE	10.00 FEET
CORNER GARAGE SIDE	18.00 FEET
CUL-DE-SAC	25.00 FEET

OR EASEMENT WHICHEVER IS GREATER ON ALL SIDES.

3.- REMOVAL NOTE FOR SINGLE FAMILY RESIDENTIAL:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE CONSTRUCTED ON EACH LOT. EACH OWNER USE SINGLE RESIDENCE PLANNING DEPARTMENT, HIDALGO COUNTY, TEXAS, WILL APPROVE/DENY APPLICATIONS FOR CONSTRUCTIONS ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB.
REMOVE/LINE OF PAVEMENT, OR 12" ABOVE NATURAL GROUND, WHICHEVER IS CHOICES.
EXTERIOR SLAB ELEVATIONS SHALL BE ESTABLISHED AT 6" ABOVE FINISH FLOOR.
A DESIGNATED FLOOD ZONE AS REQUIRED FOR LOTS LOCATED IN WHOLE OR IN PART WITHIN THE 100 YEAR FLOOD PLAIN FOR APPLICATION FOR CONSTRUCTION OR REMOVAL FINE AND POST CONSTRUCTION Finish Floor ELEVATIONS.
AN EXTERIOR ELEVATION SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A CERTIFICATE OF POINT APPLICATION.

5.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS ESTABLISHED ON THE FACE OF THE PLAT AND THE TWO ATTACHED ENGINEERING PLANS:
B.M. No.1:- ELEV. 91.78 SQUARE CUT ON TOP OF CURB ON THE SOUTH SIDE OF ALAMEDA STREET, 64.43' N/E OF CENTERLINE OF WHALEN ROAD.
B.M. No.2:- ELEV. 90.50 CHISELED ON 1/2" IRON ROD SET IN CONC. CURB, 0.50' SOUTH OF THE SOUTHWEST CORNER OF LOT 13.

6.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REGULATIONS, THIS SUBDIVISION WILL BE REQUIRED TO RETAIN A TOTAL OF 19.46 ACRE - FEET (1.89 ACRE FEET) DURING A 100 YEAR STORM EVENT. THE DEVELOPER WILL PROVIDE FOR LOCAL OR COMMON STORM WATER RETENTION. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS. SEE DRAINAGE REPORT ON SHEET No.2.

7.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE DEVELOPER IS RESPONSIBLE FOR PROVIDING AN OSSF FOR ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED AND INSPECTED BY DOMESTIC SEWERAGE SHALL A TCEQ/HEALTH DEPARTMENT APPROVED FOR CONSTRUCTION.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH PROVIDED WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL EVALUATION REPORT SHALL BE SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND CERTIFIED AND BE ALSO SEEN ON THE SITE LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATION REPORT SHALL TEST THE SOIL AT SUITABLE FOR A STANDARD SEPTIC TANK AND ASSOCIATED DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLOT PLAN. NO PERMIT WILL BE ISSUED WITHOUT THE SOIL EVALUATION REPORT.

8.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

9.- ALLEN W. COMBS, THE OWNER & SUBDIVIDER OF LA FRONTERA ESTATES PHASE II HEREBY DEDICATES AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

10.- NO STRUCTURES SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BRUSH, TREES, BUILDINGS, FENCES, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, SOD TYPE OR PAVED DRIVE) THAT MAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, OPERATION AND MAINTENANCE OF UTILITIES THAT WOULD PREVENT SAID CONSTRUCTION AND MAINTENANCE OF THE EASEMENT.

11.- EACH PURCHASER/CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12.- ALL PUBLIC UTILITIES EASEMENTS DEPICTED ON THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY SUBDIVISION RULES, EXCEPTION PUBLIC BY SEPARATE INSTRUMENT PRIOR TO THIS PLAT DEVELOPED AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED OF EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13.- AN OFF- STREET PARKING LOT USE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR A COMMERCIAL, INDUSTRIAL, & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMIT OR THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENTAL PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN AND PARKING PLANS ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

14.- LEGEND: ● - DENOTES 1/2"x 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4858 UNLESS OTHERWISE NOTED

15.- FIRE HYDRANTS ARE FOR FILLING PURPOSES, THE PRESENCE OF THE FIRE HYDRANTS DOES NOT GUARANTEE THAT THEY WILL FUNCTION PROPERLY DURING A FIRE, AND THE ENGINEER DOES NOT WARRANT BY SAFE THAT THEY WILL.

INDEX TO SHEETS

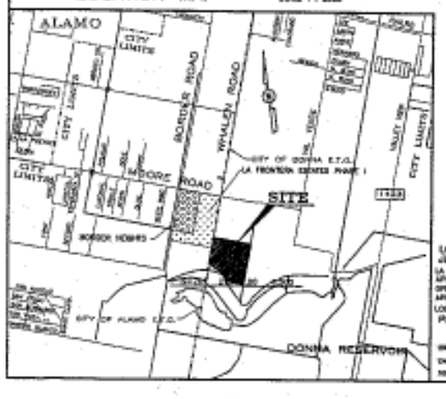
SHEET 1.- HEADING BLOCK, LOCATION MAP AND TCAD PARCEL CONTACTS WITH LOT, DIMENSIONS, AND EASEMENT LAYOUT, DESCRIPTION, METES AND BOUNDS, OWNER'S & SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, STATEMENT, ACKNOWLEDGMENT, CITY APPROVAL (EXTRATERRITORIAL COUNTY CLERK'S RECORDING CERTIFICATE, DRAINAGE DISTRICT APPROVAL, COUNTY ENGINEER'S CERTIFICATION, SURVEYOR'S CERTIFICATION, AND CERTIFICATE OF PLAT APPROVAL.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/SEWER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS).

SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE DETAILS, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, REVISION NOTES.

LOCATION MAP

SCALE 1" = 2000'



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

LA FRONTERA ESTATES PHASE II, IS LOCATED IN SOUTH HIDALGO COUNTY SOUTH OF MOORE ROAD AND EAST SIDE OF WHALEN ROAD, APPROXIMATELY 13250 FEET SOUTH OF SAID INTERSECTION, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,816), LA FRONTERA ESTATES PHASE II, LIES APPROXIMATELY 1.31 MILE FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 540.021, AND LIES IN PCT. No. 1.

PRINCIPAL CONTACTS:

		Address	City & Zip	Phone	Fax
OWNER:	ALLEN W. COMBS	924 W. A. SAM ADAMS	DONNA, TEXAS, 78537	(956) 464-8750	(956) 464-8760
ENGINEER:	DAVID RAMIREZ	124 E. STUBBS ST.	EDINBURG, TX 78539	(956) 381-4460	(956) 381-0827
SURVEYOR:	AUTHON QUINTANILLA	124 E. STUBBS ST.	EDINBURG, TX 78539	(956) 381-4460	(956) 381-0827

LINE DATA TABLE

LINE	DIRECTION	LENGTH
L1	S 89°53'00" E	1197.16'
L2	S 00°08'43" W	1310.01'
L3	N 89°53'00" W	1197.16'
L4	N 32°18'00" W	643.13'
L5	N 64°38'00" W	807.71'
L6	N 00°08'43" E	605.46'

CURVE DATA

CURVE	RADIUS	DELTA	LENGTH
C1	1450.00'	00°00'	0.00'
C2	1450.00'	00°00'	0.00'
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PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: February 20, 2008

RE: **Guerra's Acres Subdivision – Pct. 4**
Final Approval

Guerra's Acres is a twelve (12) lot subdivision located on the North side of Rogers Road, approximately 660 feet West from Terry Road.

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 12, 2006. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

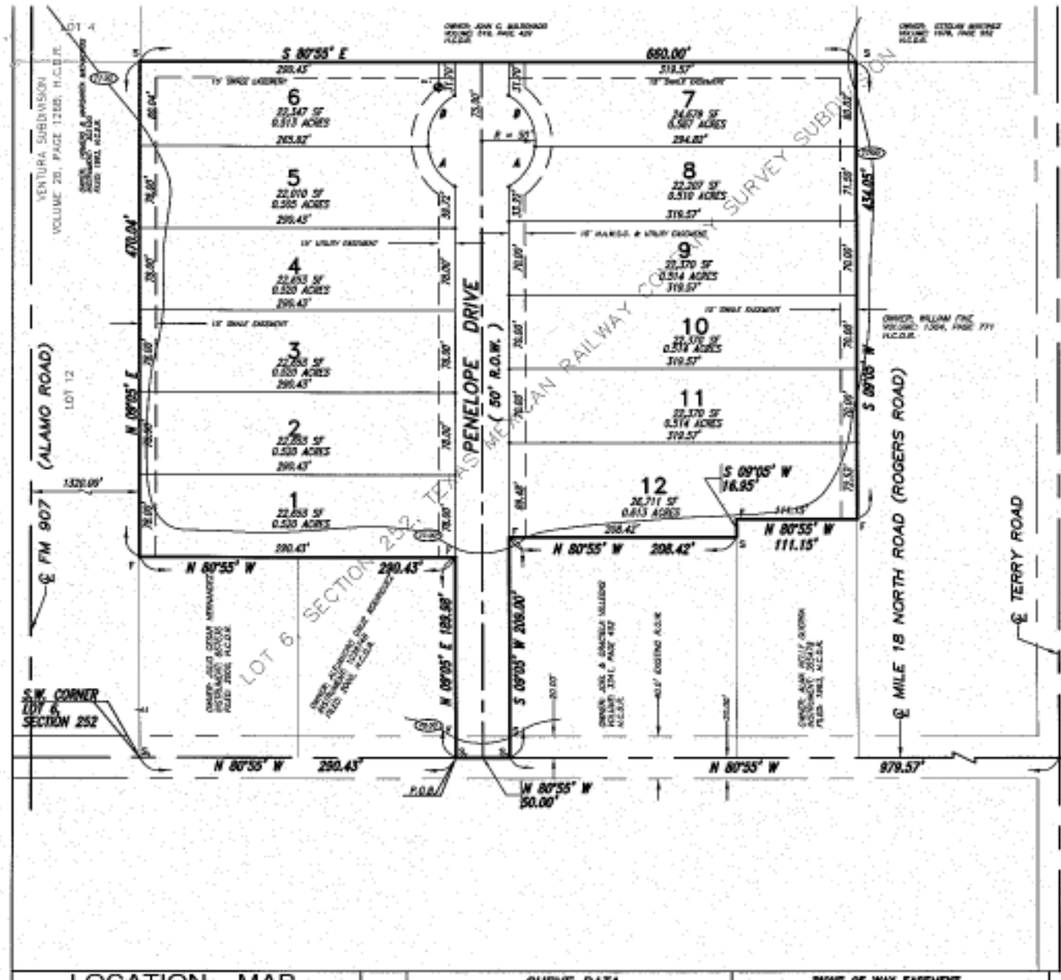
The proposed subdivision plat will dedicate twenty (20) feet on Rogers Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Raul E. Garcia, P.E. and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Rogers Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on July 25, 2007. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **February 19, 2008.**



REVISION NOTES				
No.	Sheet	REVISION	Date	Approved

SUBDIVISION PLAT OF GUERRA'S ACRES SUBDIVISION

A 7.16 ACRE TRACT OF LAND BEING A PORTION OF LOT 6, SECTION 252, TEXAS MEXICAN RAILWAY COMPANY SURVEY SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 39, MAP RECORDS, HIDALGO COUNTY, TEXAS.

DATE: MAY 23, 2006

SCALE IN FEET: 0 60 120 180

SCALE: 1"----- 60'

ENGINEER: R.E. Garcia Associates

PREPARED BY: R.E. GARCIA & ASSOCIATES
116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1081 FAX: 381-1280

SCALE: 1" = 60'

BEARINGS BASED ON RECORD BEARINGS OF TEXAS MEXICAN RAILWAY COMPANY SURVEY SUBDIVISION

LEGEND

- F = FOUND IRC HALF INCH IRON ROD
- F= = FOUND LOTTON CHISELED SPINDLE
- S = SET IRC HALF INCH IRON ROD WITH PLASTIC CAP STAMPED R.P.L.S. 4284
- S= = SET MAG PENNY NAIL

PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
2. BENCHMARK:
3. GENERAL NOTE FOR SINGLE FAMILY RESIDENTIAL AND DUPLEX USES ONLY:
4. BENCHMARKS IN ACCORDANCE WITH CITY OF EDINBURG ORDINANCE NO. 1, AND HIDALGO COUNTY REGULATIONS, THE DEVELOPER(S) WILL BE REQUIRED TO ESTABLISH A TOTAL OF 11 [NUMBER SPELLED OUT] PERMANENT BENCHMARKS WITHIN THE SUBDIVISION AS SHOWN ON THE PLAT. ALL BENCHMARKS SHALL BE ESTABLISHED IN ACCORDANCE WITH THE LOCAL GOVERNMENTS SPECIFICATIONS AND SHALL BE ACCEPTABLE BY THE LOCAL GOVERNMENTS PRIOR TO THE RECORDATION OF THE PLAT. [SEE SHEET No.3 FOR STONE DETAIL SPECIFICATIONS]
5. DRAINAGE EASEMENTS: NO FILL OR PERMANENT OBSTRUCTIONS SHALL BE PLACED WITHIN ANY DRAINAGE EASEMENT. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
6. ATLAS MAPS:
7. WATER:
8. SEPTIC SYSTEMS:
9. ALL LOTS WITHIN THIS SUBDIVISION SHALL COMPLY WITH THE REQUIREMENTS OF THE HIDALGO COUNTY FLOODPLAIN REGULATIONS.
10. ALL LOTS WITHIN THIS SUBDIVISION SHALL COMPLY WITH THE REQUIREMENTS OF THE HIDALGO COUNTY SUBDIVISION REGULATIONS.
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THE STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

I, [OWNER], OWNER & [OWNER], OWNER, AS OWNER OF THE 7.16 ACRE TRACT OF LAND ENCOMPASSED WITHIN THIS SUBDIVISION PLAT, DO HEREBY CERTIFY THAT I HAVE CAUSED THE LAND AS EMBRACED IN THIS SUBDIVISION PLAT AND HEREINAFTER TO BE KNOWN AS THE [SUBDIVISION NAME] SUBDIVISION, LOCATED IN HIDALGO COUNTY, TEXAS, AND DESCRIBED BY METES AND BOUNDS AS SHOWN HEREON, HAVE BEEN SURVEYED AND SUBDIVIDED AS SHOWN ON THIS PLAT; AND THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) ALL WATER QUALITY AND FACILITIES TO THE LOTS WILL MEET THE MINIMUM STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

[OWNER]
[ADDRESS]
[EDINBURG, TEXAS 78539]
DATE:

[OWNER]
[ADDRESS]
[EDINBURG, TEXAS 78539]
DATE:

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared [OWNER] & [OWNER], known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____.

NOTARY PUBLIC

APPROVAL BY PLANNING AND ZONING
CITY OF EDINBURG

I, THE UNDERSIGNED, CHAIRPERSON OF PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THIS CITY WHERE MY APPROVAL IS REQUIRED.

CHAIRPERSON, PLANNING AND ZONING COMMISSION — DATE

COUNTY CLERK'S RECORDING CERTIFICATE

STATE OF TEXAS, COUNTY OF HIDALGO, HEREBY CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ___M, ON _____, _____, AND WAS RECORDED IN VOLUME _____, PAGE(S) _____ OF THE MAP RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. ON _____, _____.

_____
_____ HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED COUNTY THAT THIS PLAT OF [SUBDIVISION NAME] WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ROAD OF WAY DEPARTMENT ON _____.

HIDALGO COUNTY ROAD OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF [SUBDIVISION NAME] WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT
ON: _____ _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

APPROVAL BY IRRIGATION DISTRICT #1:

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1, ON THIS ___ DAY OF _____, A.D. 20__.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION, ALSO, THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON SAID #1 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE SAID #1.

PRESIDENT — SECRETARY

APPROVAL BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____

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

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE GUERRA ACRES SUBDIVISION AND REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____ _____

HIDALGO COUNTY JUDGE — DATE

ATTEST: HIDALGO COUNTY CLERK — DATE

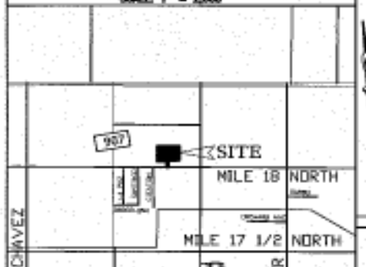
THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN APPLIED TO THIS PLAT.

REGISTERED PROFESSIONAL ENGINEER # 84750
REGISTERED PROFESSIONAL LAND SURVEYOR [illegible]

LOCATION MAP

SCALE: 1" = 2,000'



CURVE DATA

	DELTA	RADIUS	TANGENT	LENGTH	CHORD
A	54° 14' 16"	50.00'	26.61'	47.33'	45.58'
B	53° 48' 44"	50.00'	32.32'	52.39'	54.29'

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

GUERRA ACRES SUBDIVISION IS LOCATED IN CENTRAL HIDALGO COUNTY IN H.C.P. #4 ON THE NORTH SIDE OF ROGERS ROAD, APPROXIMATELY 470.57 FEET WEST FROM THE INTERSECTION OF ROGERS ROAD & TERRY ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (10,730), GUERRA ACRES LIES APPROXIMATELY 1 & 1/2 MILES FROM THE CITY LIMITS AND IS WITHIN THE CITY'S TWO MILE EXTRA TERRITORIAL JURISDICTION (ETJ) (HIDGO LOCAL GOVERNMENT CODE § 42.021).

INDEX OF SHEETS

No.	DESCRIPTION
1	HEADING, BASIC LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, PLAT NOTES, LOTS, STREETS AND EASEMENT DESCRIPTIONS, METES & BOUNDS, SURVEYOR'S & ENGINEER'S CERTIFICATION, PLAT NOTES & RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION, CITY APPROVAL, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY APPROVAL, DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY, H.C.I.D. #1, APPROVAL, IRRIGATION DISTRICT APPROVAL, REVISION NOTES
2	ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER & WASTEWATER, OWNER'S CERTIFICATION, MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, SURVEYOR CERTIFICATION & STAMP/SEAL
3	DRAINAGE REPORT, MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, TYPICAL ROADWAY SECTION, & SWALE DETAIL

PRINCIPAL CONTACTS:

	NAME:	ADDRESS:	CITY & ZIP	PHONE #/ FAX #:
OWNER:	ANDREA GUERRA	2518 STATION ST.	EDINBURG, 78541	-
ENGINEER:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1081 / 381-1280
SURVEYOR:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1081 / 381-1280

SHEET NO. 1 OF 3 SHEETS

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THOSE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and subsequent Grantor(s) (hereafter called "Grantor"), whether one or more persons are named, in consideration of one dollar ($1.00) and other good and valuable consideration paid by South Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and use and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above-mentioned rights are granted. The easement hereby granted shall be fifteen (15') in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that where the pipeline(s) is installed, the easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

It is agreed the easement hereby granted shall be a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of liberally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline so relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein as and pertinent hereto with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

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

In witness whereof the said grantor executed this instrument this _____ day of _____, 200 .

ANDREA GUERRA

METES AND BOUNDS DESCRIPTION FOR A 7.16 ACRE TRACT

A 7.16 acre tract of land being a portion of Lot 6, Section 252, Texas – Mexican Railway Company's Subdivision as recorded in Volume 3, Page 39, Map Records, Hidalgo County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at a set steel/penny nail on the centerline of Rogers Road being the south line of said Lot 6, Section 252, for the most southerly southwest corner of herein described tract. Said point bears S 80° 55' 00" E 290.43 feet from the southwest corner of said Lot 6, Section 252;

THENCE N 09° 05' 00" E parallel to the west line of said Lot 6, Section 252, pass at 20.00 feet a found one-half inch iron rod being the north Right-of-Way line of said Rogers Road and continuing for a total distance of 189.98 feet to a found one-half inch iron for an interior corner of herein described tract;

THENCE N 80° 55' 00" W 290.43 feet parallel to the south line of said Lot 6, Section 252, to a found one-half inch iron rod on the west line of said Lot 6, Section 252, for the most northerly southwest corner of herein described tract;

THENCE N 09° 05' 00" E 470.04 feet along said west line of Lot 6, Section 252, to a set one-half inch iron rod with a plastic cap stamped R.P.L.S. 4284 for the northwest corner of herein described tract;

THENCE S 80° 55' 00" E 680.00 feet parallel to the north line of said Lot 6, Section 252, to a set one-half inch iron rod for the northeast corner of herein described tract;

THENCE S 09° 05' 00" W 433.05 feet parallel to the west line of said Lot 6, Section 252, to a found one-half inch iron rod for the most northerly southeast corner of herein described tract;

THENCE N 80° 55' 00" W 111.15 feet parallel to the south line of said Lot 6, Section 252, to a found one-half inch iron rod for an interior corner of herein described tract;

THENCE S 09° 05' 00" W 16.95 feet parallel to the west line of said Lot 6, Section 252, to a set one-half inch iron rod for an interior corner of herein described tract;

THENCE N 80° 55' 00" W 208.42 feet parallel to the south line of said Lot 6, Section 252, to a found one-half inch iron rod for an interior corner of herein described tract;

THENCE S 09° 05' 00" W parallel to the west line of said Lot 6, Section 252, pass at 189.98 feet a set one-half inch iron rod being the north Right-Of-Way (R.O.W.) line of said Rogers Road, and continuing for a total distance of 208.00 feet to a point on the south line of said Lot 6, Section 252, also being the centerline of said Rogers Road for the most southerly southwest corner of herein described tract;

THENCE N 80° 55' 00" W 50.00 feet along said south line of Lot 6, Section 252, also being the centerline of Rogers Road to the point of beginning and containing 7.16 acres of land, more or less.

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: February 20, 2008

RE: **Eduardo's No. 5 Subdivision– Pct. 3**
Final Approval

Eduardo's No. 5 is a forty nine (49) lot subdivision located on the East side of Bentsen Palm Drive and 1197 feet South of Mile 10 Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on October 30, 2007. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

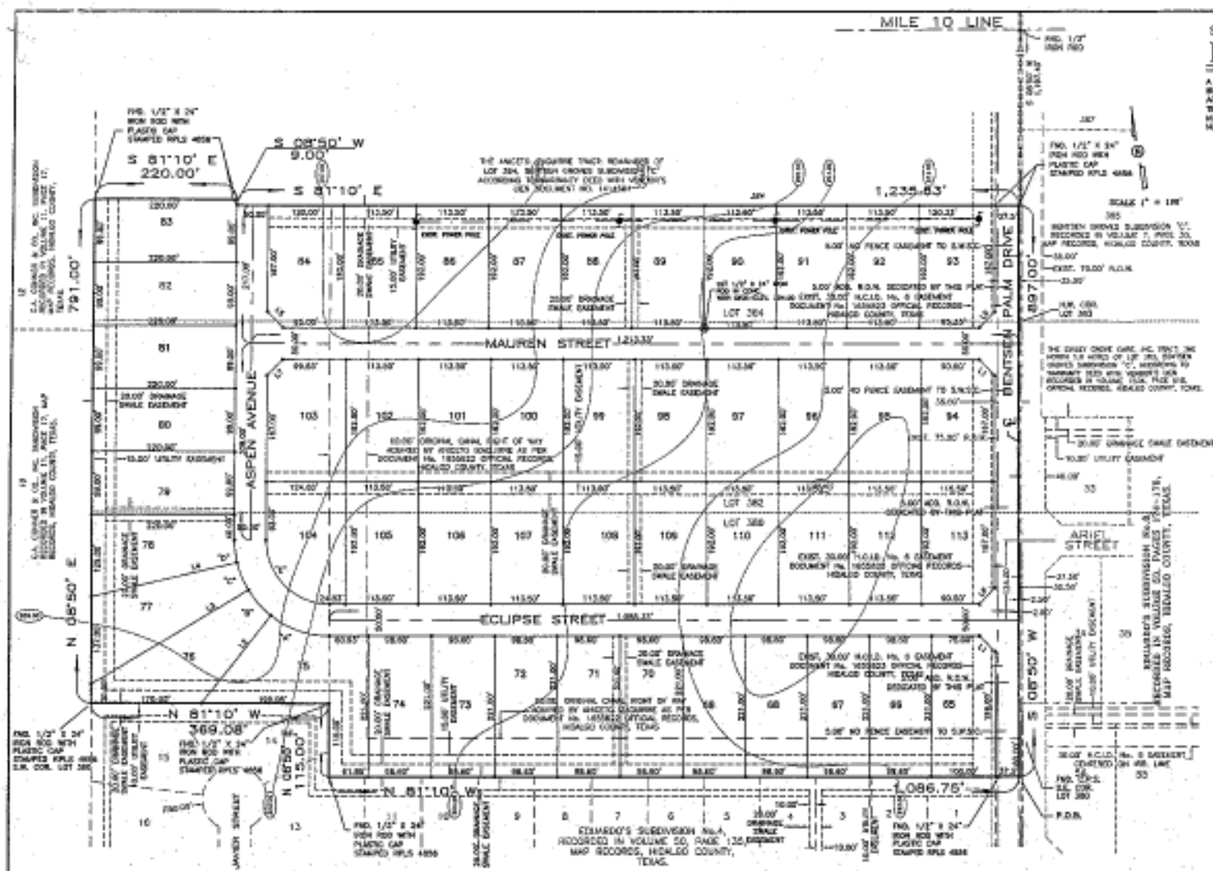
The proposed subdivision plat will dedicate five (5) feet on Bentsen Palm Drive of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis Test were conducted by Aniceto Izaguirre and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on Bentsen Palm Drive that will serve as the primary source of water for the proposed development.

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on December 05, 2007. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **February 19, 2008.**



SUBDIVISION PLAT OF :

EDUARDO'S SUBDIVISION No.5

A 29.050 ACRE TRACT OF LAND BEING AL OF LOTS 380, 383, PART OF LOT 384, AND OUT OF HIDALGO COUNTY IRRIGATION DISTRICT No.6 CANAL LATERAL 4-0/13, BENTSEN GROVES SUBDIVISION "C", HIDALGO COUNTY, TEXAS, ACCORDING THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 36, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414351 AND 1369407, AND DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1555852, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

NOTES AND BOUNDS

A 29.050 ACRE TRACT OF LAND BEING AL OF LOTS 380, 382, PART OF LOT 384, AND OUT OF HIDALGO COUNTY IRRIGATION DISTRICT No.6 CANAL LATERAL 4-0/13, BENTSEN GROVES SUBDIVISION "C", HIDALGO COUNTY, TEXAS, ACCORDING THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 36, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414351 AND 1369407, AND DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1555852, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO BEARING IS HERE UNDE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A COTTON PICKER SPINDLE FOUND WITHIN THE RIGHT OF WAY OF BENTSEN PALM DRIVE FOR THE SOUTH-EAST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 08° 50'W, 10.00 FEET FROM THE SOUTHEAST CORNER OF LOT 380;

THENCE, N 81° 10'W, ALONG THE SOUTH LINE OF HIDALGO COUNTY IRRIGATION DISTRICT No.6 CANAL LATERAL 4-0/13, PASSING A 5" IRON ROD WITH CAP STAMPED RPLS 4656 FOUND AT 22.50 FEET FOR THE WEST RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, A TOTAL DISTANCE OF 1,086.75 FEET TO A 5" IRON ROD WITH CAP STAMPED RPLS 4656 FOUND ON THE WEST LINE OF HIDALGO COUNTY IRRIGATION DISTRICT No.6 CANAL LATERAL 4-0/13 FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE, N 08° 50'E, ALONG THE WEST LINE OF SAID HIDALGO COUNTY IRRIGATION DISTRICT No.6 CANAL LATERAL 4-0/13, A DISTANCE OF 115.00 FEET TO A 5" IRON ROD WITH CAP STAMPED RPLS 4656 FOUND FOR AN INTERIOR CORNER OF LOT 380 AND AN EXTERIOR CORNER OF THIS TRACT;

THENCE, N 81° 10'W, ALONG THE SOUTH LINE OF LOT 380, A DISTANCE OF 369.08 FEET (MAP RECORDS 369.10 FEET) TO A 5" IRON ROD WITH CAP STAMPED RPLS 4656 FOUND FOR THE SOUTHWEST CORNER OF LOT 380 AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 08° 50'E, ALONG THE WEST LINE OF LOTS 380, 383 AND 384, A DISTANCE OF 791.00 FEET TO A 5" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4656 SET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81° 10'E, A DISTANCE OF 220.00 FEET TO A 5" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4656 SET FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE, S 08° 50'W, A DISTANCE OF 9.00 FEET TO A 5" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4656 SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE, S 81° 10'E, PASSING A 5" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4656 SET AT 1,203.33 FEET FOR THE WEST RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, A TOTAL DISTANCE OF 1,235.83 FEET TO A COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 384 AND WITHIN THE RIGHT OF WAY OF BENTSEN PLAN DRIVE FOR THE NORTH-EAST CORNER OF THIS TRACT;

THENCE, S 08° 50'W, ALONG THE EAST LINE OF LOTS 380, 383 AND 384, PARALLEL TO AND 2.50 FEET WEST OF THE CENTERLINE OF BENTSEN PALM DRIVE, A DISTANCE OF 897.00 FEET TO THE POINT OF BEGINNING AND CONTAINS 29.050 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH EDUARDO'S SUBDIVISION No.4, RECORDED IN VOLUME 50, PAGE 135, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
R.P.L.S. No. 4656

OCTOBER 14, 2004
DATE

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

I, ANICETO EGUIARTE, A MARRIED PERSON, AS OWNER OF THE 29.050 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "EDUARDO'S SUBDIVISION No.5", HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.023 AND THAT;

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OF SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

ANICETO EGUIARTE
808 SOLAR DRIVE,
WESLACO, Tx. 78574
(956) 968-0810

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared ANICETO EGUIARTE, proved to me through the Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

LISA A. SUNDWALL
Notary Public, State of Texas
My Commission Expires
July 23, 2008

LISA A. SUNDWALL– NOTARY PUBLIC

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

WE THE UNDERSIGNED CERTIFY that the plat of the EDUARDO'S SUBDIVISION No.5 was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — date

ATTEST: _____
Hidalgo County Clerk — date

STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, certify that the plat bearing this certificate was filed for record at _____ o'clock ____M., on _____, and was recorded in Book _____, Sheet(s) _____ the Plat Records of Hidalgo County at _____ o'clock _____M on _____.

_____
Hidalgo County Clerk

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, ON THIS THE ____ DAY OF _____, 2007.

HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT DISTRICT EXPENSE.

SECRETARY — PRESIDENT

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ DATE
BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (EDUARDO'S SUBDIVISION No. 5) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (EDUARDO'S SUBDIVISION No. 5) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
P.E. No. 65534

11-15-07
DATE

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN) COMMUNITY-PANEL No. 480334 0008 D EFFECTIVE DATE: JUNE 16, 2000.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN, F.I.R.M. 480334 0008 D, EFFECTIVE DATE JUNE 16, 2000, FOR THE CITY OF MISSION, DEPARTMENT OF EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR RECOMMENDS NO SPECIAL FLOOD PROOFING FOR THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING SUBJECTS FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

Ac. SETBACKS:
FRONT ..... 20.00 FEET
REAR ..... 10.00 FEET
SIDE ..... 6.00 FEET
CORNER SIDE ..... 10.00 FEET
OR EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES.

2.– LOCATION MAP: DEPICTED 1/2"X24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4656 UNLESS OTHERWISE NOTED

4.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY RESIDENCE DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL INCLUDE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL) APPLICATIONS FOR CONSTRUCTIONS ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.– BENCHMARK (SEE) THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THIS PLAT, AND ON THE ENGINEERING PLANS, ALL ELEVATIONS ARE BASED ON LOCAL BENCH MARK ELEVATIONS. FOUND 60.00 FEET NORTH OF THE SOUTHEAST CORNER OF THIS SUBDIVISION
N.A.V.D. 88 DATUM.
Ele. No. 1= ELEVATION 29.05 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE SOUTHWEST CORNER OF LOT 84.
N.A.V.D. 88 DATUM.

6.– MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 1.0' ABOVE TOP OF CURB OR 1.0' ABOVE NATURAL GROUND, WHICHEVER IS GREATER, ELEVATION CERTIFICATE MAY BE REQUIRED FOR ANY LOWEST FLOOR, A DESIGNATED FLOOD ZONE "A" FOR THE PURPOSE OF APPLICATION FOR CONSTRUCTION TO HEREBY FHC AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS, AN ELEVATION CERTIFICATE SHALL BE PREPARED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

7.– DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 50.0ac(s) CUBIC-FEET FLOW (ONE FOOT OF STORM WATER RUNOFF). DRAINAGE DETENTION IS ACCOMPLISHED WITH THE CONSTRUCTION OF A RETENTION POND. DRAINAGE DETENTION IS ACCOMPLISHED WITH THE CONSTRUCTION OF A RETENTION POND. ALL DRAINAGE IMPROVEMENTS WILL BE ACCOMPLISHED AS FOLLOWS (OFF DRAINAGE REPORT ON FILE WITH ENGINEER).

8.– DRAINAGE SWALE EASEMENTS WIDTH AND FILL OF PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT, EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, TREES, SHRUBS, OR OTHER OBSTRUCTIONS THAT WOULD OBSTRUCT THE FLOW OF WATER IN THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

9.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT, EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GRASSING COVER, GRAVEL, OR ASPHALTED) AND OTHER OBSTRUCTIONS THAT WOULD HINDERING WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10.– THERE ARE NO WATER WELLS KNOWN TO EXIST FROM THE BOUNDARY OF THIS SUBDIVISION.

11.– ON-SITE SEWAGE FACILITIES (EXCEPT) NOTE:
THIS SUBDIVISION SHALL USE ADEQUATE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
A. THE PROPERTY OWNER IS RESPONSIBLE FOR CONNECTING ANY SEWER LINE ON ALL LOTS.
B. SEWER SERVICE IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
C. NO SEPARATE PERMITS SHALL BE ISSUED FOR CONSTRUCTION, USE, OCCUPANCY OF EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FOOT LOT AREA AND WITH ADEQUATE WATER SUPPLY.
D. SEPTIC SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED SEWAGE INSPECTOR.
E. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY SEWAGE INSPECTOR FOR EACH LOT AND HAVE BEEN FOUND THAT THIS SUBDIVISION AND EACH LOT THEREIN IS SUITABLE FOR A STANDARD SEPTIC SYSTEM AS DESIGNED BY A LICENSED PROFESSIONAL ENGINEER. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTION FIELD SYSTEM AS DESCRIBED IN CHAPTER 285.
F. APPROVED "DESIGN" FORM APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLOT PLAN AND SOILS REPORT IN CONJUNCTION A SEPTIC.

12.– ANICETO EGUIARTE — THE OWNER & DEVELOPER OF EDUARDO'S SUBDIVISION No. 5 — HEREBY CERTIFY THAT EACH LOT FOR THE PURPOSES OF RESIDENCE ARE APPROVED ITEM FOR THE LOT AS REMARKED ON SHEET NO. ___ OF THIS PLAT.

13.– EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DISCLOSING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14.– ALL PUBLIC UTILITIES ELIGIBLE FOR DEDICATION OF THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY LAND SUBDIVISION RULES, BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

15.– AN IMPROVEMENT PURSUING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF SITE PLAN APPLICATION FOR A BUILDING PERMIT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. NO WATER OR LIGHT ELEVATIONS SHALL BE ISSUED UNTIL WE SITE PLAN, DRAINAGE PLAN, FLOOR PLAN ARE APPROVED AND IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16.– ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO H.C.I.D. NO. 9 EASEMENT, AND NO OTHER UTILITIES OR USE IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.

17.– NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, PIPES, OPEN DITCHES OR OTHER USE, WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT. (H.C.I.D. No. 6 CONTACT)

18.– NO PERMANENT STRUCTURES, BUILDINGS, FENCES OF ANY CONSTRUCTION WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY UNLESS WRITTEN APPROVAL BY THE DISTRICT IS FIRST OBTAINED. ANY STRUCTURES IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

19.– NO ACCESS GATES BENTSEN PALM DRIVE FROM LOTS 83, 82, 84 & 113 UNLESS THESE LOTS ARE USED FOR COMMERCIAL USE.

20.– LOTS 83, 82, 84 & 113 HAVE A 6.00' NO FENCE EASEMENT TO EASEMENT WATER SUPPLY CORPORATION.

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

EDUARDO'S SUBDIVISION No. 5 IS LOCATED IN WEST HIDALGO COUNTY ON THE EAST SIDE OF BENTSEN PALM DRIVE AND 1,197.40 FEET SOUTH OF MILE 10 LINE, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION POPULATION 60,415). EDUARDO'S SUBDIVISION No. 5 LIES APPROXIMATELY 6.08 MILES FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S FIVE-MILE ETJ UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES BY PROXIMITY 3.

LOCATION MAP

SCALE 1" = 2000'



LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 36°12'00" E	39.36'
L2	N 48°48'36" E	174.66'
L3	N 67°24'59" E	393.46'
L4	N 86°16'58" E	338.54'
L5	N 36°10'00" W	38.36'
L6	S 14°30'00" W	38.36'
L7	N 53°30'00" E	38.36'

LINE DATA TABLE		
LOT	AREA (S.F.)	AC.
83	21,781.50	0.500
84-114	21,780.00	0.500
73	31,710.30	0.728
72	23,286.30	0.534
71	21,621.85	0.501
70	22,699.37	0.510
79-83	21,780.08	0.500
84	23,727.08	0.520
85-93	21,780.08	0.500
93	22,783.08	0.523
94	21,663.58	0.502
95-102	21,782.08	0.500
103	23,854.08	0.543
104	21,201.34	0.365
105-112	21,782.08	0.500
113	21,863.58	0.502

CURVE DATA TABLE			
CURVE	Δ	RADIUS	LENGTH
C1	37°24'25"	150.00'	98.46'
C2	37°38'33"	150.00'	53.66'
C3	17°52'31"	150.00'	46.84'
C4	13°31'30"	148.00'	35.41'
C5	89°08'30"	108.00'	150.00'

INDEX OF SHEETS

SHEET 1.– HEADING SHEET, LOCATION MAP AND KEY PERSONS, DIMENSIONED MAP, LOT, STREETS, AND EASEMENT LAYOUT, CURVE AND LINE DATA TABLES, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, ENGINEER'S CERTIFICATION, SURVEYOR'S CERTIFICATION, HIDALGO COUNTY IRRIGATION DISTRICT No. 6 CERTIFICATION, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION, CERTIFICATION OF PLAT APPROVAL BY HIDALGO COUNTY, HIDALGO COUNTY HEALTH DEPARTMENT, RIGHT OF WAY DEPARTMENT, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/SEWER AND ENGINEERS CERTIFICATION ENGLISH AND SPANISH VERSIONS, REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE MAP OF TOPOGRAPHY OF DRAINAGE, AND ENGINEERING CERTIFICATION, REVISION NOTES.

REVISION NOTES

No.	Email	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

		Phone	Address	City & Zip	Phone	Fax
OWNER:	ANICETO EGUIARTE		808 SOLAR DRIVE	WESLACO, Tx. 78574	(956) 968-0810	(956) 565-3161
ENGINEER:	ALFONSO QUINTANILLA		124 E. STUBBS ST.	EDINBURG, TX. 78539	(956) 381-6480	(956) 381-0527
SURVEYOR:	ALFONSO QUINTANILLA		124 E. STUBBS ST.	EDINBURG, TX. 78539	(956) 381-6480	(956) 381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527

SHEET NO. 1 OF 3 SHEETS

STATUS	FILE NO.	SURVEY	DRAWN BY	CHECKED BY
DATE PREPARED	PREPARED BY	SURVEYED BY	APPROVED BY	
11-15-07	AUTO CAD	DRAWN BY	CHECKED BY	
DATE REVISED	REVISED BY			

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE JUAN D. SALINAS, III
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: FEBRUARY 20, 2008

RE: SENDERO TRAILS PHASE I SUBDIVISION – PCT. 4

ON FEBRUARY 28, 2006, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY SIX (36) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $2,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE COMPLETION OF THE INSTALLATION OF TWO (2) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWO (2) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF RECOMMENDS APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $2,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 36,000.00
1ST REIMBURSEMENT	$ 1,000.00
2nd REIMBURSEMENT	$ 2,000.00
BALANCE REMAINING	$ 33,000.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

Nº 055642

Feb. 15, 2006

RECEIVED OF: Megaware Corp. $ 36,000.00

Thirty six thousand and 00/100 **DOLLARS**

SUBDIVISION: Sendero Trails Ph. 1 **DEVELOPER**

COST OF PAVING **COST OF DRAINAGE** **PCT.**

FLOODPLAIN ADM. 1100-341-30-210-002-0-000		
Other		
Total		

SUBDIVISION FEES 1100-341-30-210-001-0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	36-1100-211-00-000-018-0-000
36 Septics	36,000.00
Other	
Total	36,000.00

M.O. ☐ ☐

CHECK ☑ 1324 **CASH** ☐

Noel D. Carrazco
PREPARED BY:

Auditor's Form – ECPD 0001: Rev. 6-04

1324

MEGAWARE CORP
2501 W MILITARY HWY STE F-8
MCALLEN, TX 78503-8955

DATE JAN.-09-2006

88-1161/1149
03

PAY TO THE ORDER OF HIDALGO COUNTY $36,000.00

==THIRTY SIX THOUSAND DOLLARS AND 00/100)======= DOLLARS

McALLEN NATIONAL BANK
MEMBER FDIC
5201 N. 23rd
P.O. Box 5555
McAllen, Texas 78504
956-682-2265

ESCROW OF SEPTIC TANKS FOR EACH LOT ($1,000.00)
FOR ~~/LOT) SENDERO TRAILS SUB. PHASE 1~~

⑈001324⑈ ⑆114916161⑆ ⑈00 2204 7⑈

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

February 20, 2008

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: SENDERO TRAILS PHASE ONE

Dear Mr. Sesin:

According to our records the following lots **16, 22 & 27** septic tank systems for **SENDERO TRAILS PHASE ONE** subdivision, located on **FM 490 AND Hwy 281,** have been installed . They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos

Chardo Ramos,
Asst. Chief Inspector

mm

AI-8050 **12.A.**

ELECTIONS

CC REGULAR

Date: 02/26/2008
Submitted By: Teresa Navarro, ELECTIONS DEPT.
Department: ELECTIONS DEPT.
Agenda Area: Elections Administration

Information

CAPTION

Discussion and approval of Early Voting Sites (dates & times) for the Primary Runoff, April 8, 2008

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:**

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

BUDGETARY IMPACT:

Item is for discussion and approval. No budgetary impact at this time.

Attachments

Link: RUNOFF EV

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 08:57 AM	APRV
2	Veronica Lopez	Veronica Lopez	02/22/2008 10:15 AM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 12:58 PM	APRV
4	Purchasing Department	Marty Salazar	02/22/2008 02:11 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 02:29 PM	APRV

Form Started By: Teresa Navarro Started On: 02/20/2008 05:57 PM

Final Approval Date: 02/22/2008

FROM - Feb. 19 to Feb. 29, 2008 - CALL (956) 784-VOTE (8683) FOR GENERAL INFORMATION

April 8, 2008 – RUNOFF PRIMARY ELECTION
EARLY VOTING SCHEDULE

Dates		**Hours**
Monday	**March 31, 2008**	**7:00 A.M. -- 7:00 P.M.**
Tuesday	**April 1, 2008**	**7:00 A.M, -- 7:00 P.M.**
Wednesday	**April 2, 2008**	**7:00 A.M. -- 7:00 P.M.**
Thursday	**April 3, 2008**	**7:00 A.M. -- 7:00 P.M.**
Friday	**April 4, 2008**	**7:00 A.M. -- 7:00 P.M.**

----------EARLY VOTING SUBSTATION LOCATIONS----------

EDINBURG SUB
ELECTIONS OFFICE
101 South 10th Ave.
Edinburg, Texas

McALLEN SUB
"OLD" CITY HALL
311 North 15th St.
McAllen, Texas

McALLEN SUB
LARK COMM. CENTER
2601 Lark Ave.
McAllen, Texas

McALLEN SUB
PALMER PAVILION
301 East Hackberry
McAllen, Texas

McALLEN SUB
PALMVIEW COMM. CTR.
3401 Jordan Ave.
McAllen, Texas

PHARR SUB(new location)
PEDC Building (Old Walmart)
1100 East Bus. 83
Pharr, Texas

MERCEDES SUB
CITY HALL
400 South Ohio
Mercedes, Texas

SAN JUAN SUB
FIRE STATION #2
2301 N. Longoria Road
San Juan, Texas

LAS MILPAS SUB
LAS MILPAS COMM. CTR.
7107 South Cage
Las Milpas, Texas

LA JOYA SUB (new location)
HOUSING AUTHORITY
945 S. Leo Ave
La Joya, Texas

DELTA AREA SUB
ELSA FIRE STATION
216 E. 4th
Elsa, Texas

DONNA SUB
AMIGOS DEL VALLE CTR.
1408 Silver Avenue
Donna, Texas

DONNA SUB
BOYS & GIRLS CLUB
307 Miller Ave.
Donna, Texas

HIDALGO SUBSTATION
CITY HALL
704 E. Texano
Hidalgo, Texas

MISSION/SHARYLAND
FAITH BAPTIST CHURCH
4301 N. Shary Road
Mission, Texas

MISSION SUB
COMMISSIONER PCT. #3 OFC.
724 N. Breyfogle Road
Palmview, Texas

MISSION SUB
CITY HALL
1201 E. 8th
Mission, Texas

ALTON SUB (new location)
'NEW" CITY HALL
509 S. Alton Blvd. (Conway)
Alton, Texas

PROGRESO SUB
PROGRESO COMM. CTR.
1 Mi. N. Military 281 from FM 1015
Progreso, Texas

EDINBURG SUB (new location)
HIDALGO CO. "OLD" ADMIN. BLDG.
100 N. Closner
(old tax office)
Edinburg, Texas

EDINBURG SUB
UT-PAN AMERICAN
1201 W. University Drive (Library)
Edinburg, Texas

WESLACO SUB
COMMISSIONER PCT. #1 OFCS
1902 Joe Stephens, Suite 100
Weslaco, Texas

WESLACO SUB
SUNRISE HILL PARK
Mile 11 b/w FM 1015 & FM 491
Weslaco, Texas

SHARYLAND SUB
FIRE STATION
1804 N. Shary Road
Mission, Texas

ALAMO SUB (new location)
ALAMO PUBLIC LIBRARY
416 N. Tower Road
Alamo, Texas

SULLIVAN CITY SUB
FIRE STATION
500 Cenizo
Sullivan City, Texas

********CALL (956) 784-VOTE (8683) FOR GENERAL INFORMATION*******

Compliments of the Elections Department, 101 South 10th Ave. Edinburg, TX. (Last Update: 02/07/08)

AI-8087 **13.A.**

59 Asset Forfeiture Report
CC REGULAR

Date: 02/26/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting authorization and approval to submit the FY 2007 Chapter 59 Asset Forfeiture Report by Law Enforcement Agency to the Criminal Law Enforcement Division of the Office of the Attorney General.

BACKGROUND

Attachment will be submitted on Monday 02/25/2008 as per Wendy Zuniga & Letty Chavez from Auditor's office.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 04:25 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/22/2008 04:43 PM	APRV
3	Auditor's Office		02/22/2008 05:11 PM	NEW
Form Started By: Monica Badillo			Started On: 02/22/2008 03:59 PM	
Final Approval Date: 02/22/2008				

AI-7928 **14.A.**

Constable Precinct #3 Chapt 59 Asset Forfeiture Report
CC REGULAR

Date: 02/26/2008
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Constable Lazaro Gallardo Jr.
Department: HIDTA
Agenda Area: Precinct #3

Information

CAPTION

Requesting authorization and approval for the County Judge to execute the "FY 2007 Chapter 59 Asset Forfeiture Report by Law Enforcement Agency".

BACKGROUND

"No Action" on CC 2-11-08, refer to AI 7775.
The Chapt 59 Asset Forfeiture Report is being submitted to the OAG office.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1230-421-00-293-010-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Interfund transfer was approved by CC on 9-18-07 (refer to AI 5583) for $10,000.00 from HIDTA (fund 1291) to Constable Pct. 3 (fund 1230) for confiscation proceeds as per Interlocal Agreement between HIDTA and Constable Pct. 3.

Interlocal agreement was approved by CC on 5-15-07 between HIDTA and Constable Pct. 3, refer to AI 3795.

Pending rollover for 2008 as of 2-14-08.

Attachments

Link: 2007 Chapter 59 Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/13/2008 05:06 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/14/2008 09:25 AM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 10:16 AM	APRV
4	Purchasing Department	Marty Salazar	02/22/2008 01:18 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 01:32 PM	APRV

Form Started By: Nelda Olivarez Started On: 02/13/2008 03:24 PM

Final Approval Date: 02/22/2008

FY 2007
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: **Hidalgo County Constable Precinct 3**

Reporting Period: (local fiscal year) **01/01/07 - 12/31/07**

Agency Mailing Address: **730 N. Breyfogle Suite 8**
Mission, TX 78574

example: 01/01/06 to 12/31/06, 09/01/06 to 08/31/06 etc.

Phone Number: **(956) 381-0444**

County: **Hidalgo County**

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds..... $ 0.00

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.

B) Seized Funds..... $ 0.00

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's account or in your agency's possession) at beginning of reporting period including interest. Include funds that may have been forfeited by have not been transferred from your agency's seizure account to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g.., the District Attorney's account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency..... $ 0.00

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to be a pace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest)..... $ 0.00

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants..... $ 0.00

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold, is to be sold, list under "Proceeds Received by Reporting Agency from Sales of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

Please note- this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.			
2) REAL PROPERTY (Count each parcel seized as one item)			
3) COMPUTERS (Include computer and attached system components such as printers and monitors, as one item)			
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)			
5) Other Property: Description:_____			
Other Property: Description:_____			
Other Property: Description:_____			

III Proceeds Received by Reporting Agency from Sale of Above-Listed property (Categories 1 through 5)..... $ 0.00

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS: Enter the Total dollar amount or total number of items received pursuant to a **sharing agreement where the forfeiture judgment awarded ownership of the property to another agency** prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount)..... $ **10,000.00**

B. Vehicles.- (should be a number not a currency amount)..... **1**

C. Other - (should be a number not a currency amount)..... 0

V. Interest Earned on Forfeited Funds During Reporting Period..... $ **88.91**

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account. Do not include interest earned on seized but not yet forfeited funds.

VI. Interest Earned on Seized funds During Reporting Period..... $ 0.00

INSTRUCTIONS: Include only the amount of interest earned on seized funds or funds that may have been forfeited but not yet transferred to your forfeiture account. Do not include interest earned on seized funds that are on deposit in an account that does not belong to your agency.

VII. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds.** If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Salaries	$	
Overtime	$	
Equipment (includes vehicles, computers & software, maintenance costs, etc	$	
Supplies (includes cellular air time, miscellaneous commodities	$	**861.98**
Travel	$	**2,105.75**
Paid to or Shared with Cooperating Agency	$	
Confidential Informant Payments	$	
Prevention / Treatment Programs	$	
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)	$	
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.)	$	

Other: (attach additional sheets if necessary)

Description: _____	$ _____	Other Total	$ 0.00
Description: _____	$ _____		
Description: _____	$ _____		
TOTAL EXPENDITURES:			$ **2,967.73**

CERTIFICATION

NAME OF AGENCY OFFICIAL: Juan D. Salinas III

TITLE: Hidalgo County Judge

SIGNATURE: _____

DATE: _____

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Law Enforcement Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548
renee.gray@oag.state.tx.us
kent.richardson@oag.state.tx.us
(512)936-1348
FAX(512)494-8283

AI-8000 **15.A.**

Interlocal Agreement City of Penitas
CC REGULAR

Date: 02/26/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Presentation for discussion, consideration and approval of an Interlocal Agreement between the City of Penitas and Hidalgo County Head Start Program.

BACKGROUND

Policy Council Approval: 02-21-08

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding related to this interlocal agreement will come from the Head Start Program.

Attachments

Link: City of Penitas

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2008 09:45 AM	APRV
2	Rey Salazar	Rey Salazar	02/22/2008 08:33 AM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 09:52 AM	APRV
4	Purchasing Department	Marty Salazar	02/22/2008 01:19 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 01:32 PM	APRV

Form Started By: Linda Galaviz Started On: 02/19/2008 01:18 PM

Final Approval Date: 02/22/2008

Hidalgo County Head Start Program

Policy Council Agenda

DATE: February 21, 2008

SUBJECT: Presentation for Discussion, Consideration and Approval of an Interlocal Agreement between the City of Peñitas and Hidalgo County Head Start Program

RATIONALE/NEED: There is a need for approval of an Interlocal Agreement with the City of Peñitas for use of the Peñitas Head Start Center, reflecting an increase of $325.00 per month. (Additional information was requested by Policy Council at the January 15, 2008 meeting.)

RECOMMENDATION: Administration recommends approval.

COST: New Lease $1,075.00/Month

RELATED INFORMATION INCLUDES: Letter/Interlocal Agreement and Information from Urban County.

****

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Edmundo Garcia, Assistant Program Director EG

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF PEÑITAS AND
THE HIDALGO COUNTY HEAD START PROGRAM

This Lease is made and entered into by and between The City of Peñitas, herein referred to as the ("Lessor") and the Hidalgo County Head Start Program, herein referred to as the ("Lessee") in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain building described as the Head Start Building lying and being situated at 1803 FM 1427, Peñitas, Texas in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENT'S MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Interlocal Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for Twelve (12) months commencing on January 1, 2008 ("Commencement Date") and ending on December 31, 2008 ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided Lessee has not defaulted in any of the terms, conditions, or provisions thereof, Lessee shall be given the right of renewal and extending the term of the lease hereof, beginning on the first day of January, 2009, for a like term or other terms as may be subsequently agreed upon by both parties.

Lessor shall give Lessee and Lessee shall give Lessor Notice of Termination of the Lease in writing at least Thirty (30) days prior to the termination of this Agreement or any subsequent agreement, unless otherwise agreed. Lessee shall have the right to terminate the Lease Agreement with or without cause within Thirty (30) days written notice to Lessor.

1.04 Lessee shall comply with the Texas Department of Human Services Inspections in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 Lessee agrees to pay Lessor the maximum rent amount of $12,900.00 in 12 equal monthly payments of $1,075.00 per month payable on the 1st day of each month in a proportionate rate for any part of the month unexpired at the legal

termination of the Lease. Payment shall be mailed to The City of Peñitas, Attn: Mayor Servando Ramirez, P.O. Box 204, Peñitas, Texas 78576.

1.06 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

LESSEE shall accept possession Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently belong to LESSOR.

2.03 LESSEE shall be responsible for all personal property taxes and assessments on personal property it owns and uses on the Leased Premises.

ARTICLE 3. IMPROVEMENTS TO PROPERTY

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by

the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however, that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building and erect reasonable signs, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENANCE ON PREMISES

4.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSOR shall maintain the building roof, air conditioner, heating system before and during the lease of the building and will provide all major repairs at its own expense**.**

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other

casualty, the parties agree that this lease will be terminated and of no force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 Lessee shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s) and equipment if any or any part thereof shall during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster so that the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or his legal representatives. LESSEE must name LESSOR as additional insured.

6.02 LESSEE agrees to hold LESSOR harmless for any liability for any

accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused by LESSEE, its agent or employees.

6.03 LESSEE agrees to at all times during the term of this lease have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at time of signing.

ARTICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried on the premises any trade or business, which shall increase the rate of insurance premiums upon the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at all reasonable times to make such repairs as it may deem necessary for the protection of the premises.

7.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable provisions was never contained herein.

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

7.07 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's Program.

Waiver of Breach

A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:	Lessee:
The City of Peñitas Attn: Servando Ramirez, Mayor P.O. Box 204 Peñitas, TX 78576	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

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 by this Lease are performable in Hidalgo County, Texas.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed

as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Force Majeure

Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Estoppel Information

Lessee shall, at the request of lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the day of _____, 2008.

LESSEE: **LESSOR:**

BY:_____ BY: _____
J.D. Salinas, Hidalgo County Judge Servando Ramirez, Mayor
City of Peñitas

BY:_____
Teresa Flores, Executive Director

ATTEST:

BY:_____
Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED AS TO FORM:

BY: _____ BY:_____
Ricardo Gonzalez Steve Crain
OXFORD & GONZALEZ, Attorney ATLAS & HALL
for Hidalgo County Head Start Program Attorney for Hidalgo County

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT “A”

Three (3) Classrooms located in the Roberto Zamora Neighborhood Center which is one (1) mile south of Highway 83 in The City of Peñitas, Hidalgo, Texas 78576.

AI-8001 **15.B.**

Purchase Classroom Supplies
CC REGULAR

Date: 02/26/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval on Request to Purchase Classroom Supplies for Fiscal Year 2008 through the Hidalgo County's Membership/Participation with Texas Association School Board (TASB) Buyboard's Awarded Vendors:
-Kaplan Early Learning Company
-National Educational Systems, Inc.
-Staples Business Advantage
-Corporate Express of Texas, Inc.
-Gulf Coast Paper Company
-Oriental Trading Company

BACKGROUND

Policy Council Approval: 02-21-08

Fiscal Impact

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

BUDGETARY IMPACT:

Budget: Classroom Supplies - $324,533.00

Attachments

Link: Classroom Supplies

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2008 10:15 AM	APRV
2	Dale Kennan	Dale Kennan	02/21/2008 10:30 AM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 09:53 AM	APRV
4	Purchasing Department	Marty Salazar	02/22/2008 01:21 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 01:32 PM	APRV

Form Started By: Linda Galaviz — Started On: 02/19/2008 01:22 PM

Final Approval Date: 02/22/2008

Hidalgo County Head Start Program
Policy Council Agenda

DATE: February 20, 2008

SUBJECT: Discussion/Approval on Request to Purchase Classroom Supplies for Fiscal Year 2008 through the Hidalgo County's Membership / Participation with Texas Association School Board (TASB) Buyboard's Awarded Vendors Kaplan Early Learning Company, National Educational Systems, Inc., Staples Business Advantage, Corporate Express of Texas, Inc., Gulf Coast Paper Company and Oriental Trading Company

RATIONALE/NEED: This contract would allow the purchasing of the lowest and best pre-bided prices on classroom supplies through-out the fiscal year (as needed) under program/cooperative.

RECOMMENDATION: Administration recommends approval.

COST: Budget: Classroom Supplies - $324,533.00

RELATED INFORMATION INCLUDED: Participant Info

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL:

Vendor Contract Information

Proposal Documents

Back

Vendor:	Kaplan Early Learning Company
Address:	P.O. Box 609 Lewisville, NC 27023
Phone:	(800) 334-2014
Contact:	Hope Meadows
Email:	meadows@kaplanco.com
Federal ID:	56-0935286
Accepts RFQs:	Yes
Contract:	Instructional Supplies & Equipment #254-06
Effective Date:	11/1/2006
Expiration Date:	10/31/2009
Payment Terms:	Net 30 days
Delivery Days:	14
Shipping Terms:	Freight prepaid by vendor
Freight Terms:	FOB Shipping Point
Ship Via:	Common Carrier
Regions Served:	All Texas Regions
States Served:	All States
Vendor Exceptions:	$100 minimum order. EXCEPTIONS: not valid with any other offers or discounts; cannot be used for purchase or gift certificates; does not apply to outdoor playground structures, parts, surfacings or services of playground; does not apply to lofts, computers and accessories, assessments and screening materials, All About ECERS-R, All About ITERS-R, PAR kits/materials, Dibels sets/materials, PLSS kits/materials, TOLD-P:3 Kit, TOPA-2+ Kit, Fluharty-2 Kit, TERA-3 Kit, PLAI-2 Kit, TELD-3 Kit and Tot Tree #96616.
Additional Information:	If for any reason you are not satisfied you may return the products for credit, exchange or refund. Return authorization number must be obtained or there will be a 15% restocking fee.

User Name: HEADSTART Agency: COOP Group: Hidalgo County
Version: BuyBoard 2000

[Log Off]

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Vendor Contract Information

Proposal Documents

Back

Vendor:	National Educational Systems, Inc.
Address:	6333 De Zavala Road, Suite 106 San Antonio, TX 78249
Phone:	(210) 558-6888
Contact:	Joe Atkinson
Email:	booksnes@satx.rr.com
Federal ID:	74-2587651
HUB Vendor:	Yes
Accepts RFQs:	Yes
Contract:	Instructional Supplies & Equipment #254-06
Effective Date:	11/1/2006
Expiration Date:	10/31/2009
Payment Terms:	Net 30 days
Delivery Days:	21
Shipping Terms:	Freight prepaid by vendor
Freight Terms:	FOB Shipping Point
Ship Via:	Common Carrier
Regions Served:	All Texas Regions
States Served:	All States
Vendor Exceptions:	EXCLUDED from discount: playground equipment and Bye Bye Buggy. Free freight except furniture, playground equipment, Bye Bye Buggy, Mulch and items with a UPS, FedEX, FOB Manufacturer. These items will incur actual freight charges. Call 800-231-4380 for freight quote. Free freight on all books and manipulatives.
Additional Information:	Return authorization numbers required for returns. Materials must be in saleable condition. Returns for credit or to replace damaged products only - freight and insurance paid by purchaser.

User Name: HEADSTART Agency: COOP Group: Hidalgo County
Version: BuyBoard 2000

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Vendor Contract Information

Proposal Documents

Back

Vendor:	Staples Business Advantage
Address:	3711 Briarpark Drive, Suite 400 Houston, TX 77077
Phone:	(800) 793-0468
Contact:	Michael Murphy
Email:	michael.murphy2@staples.com
Federal ID:	04-3390816
Accepts RFQs:	Yes
Contract:	Office Supplies & Equipment #254-06
Effective Date:	11/1/2006
Expiration Date:	10/31/2009
Payment Terms:	Net 30 days
Delivery Days:	2
Shipping Terms:	Free Shipping
Freight Terms:	FOB Destination
Ship Via:	Best Way
Regions Served:	All Texas Regions
States Served:	All States
Vendor Exceptions:	Staples reserves the right not to sell below our delivered cost.
Additional Information:	All product can be returned except custom imprinted items through our hassle free returns program.

User Name: HEADSTART Agency: COOP Group: Hidalgo County
Version: BuyBoard 2000

[Log Off]

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Vendor Contract Information

Proposal Documents

Back

Vendor:	Corporate Express of Texas, Inc.
Address:	1905-B Kramer Lane, Suite 800 Austin, TX 78757
Phone:	(512) 997-2151
Contact:	Randy Ericson
Email:	randy.ericson@cexp.com
Federal ID:	74-1926921
Accepts RFQs:	Yes
Contract:	Office Supplies & Equipment #254-06
Effective Date:	11/1/2006
Expiration Date:	10/31/2009
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Free Shipping
Freight Terms:	FOB Destination
Ship Via:	Best Way
Regions Served:	All Texas Regions
States Served:	All States
Vendor Exceptions:	None
Additional Information:	Corporate Express' policy is to accept, without any restocking charge, the return of any non-customized product in the original package within 30 days.

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Vendor Contract Information

Back

Vendor:	Gulf Coast Paper Company
Address:	1101 S.Padre Island Drive Corpus Christi, TX 78416
Phone:	(361) 485-8515
Contact:	Clay Dibble
Email:	cdibble@gulfcoastpaper.com
Federal ID:	741533700
Accepts RFQs:	Yes
Contract:	Office Paper Products #222-05
Effective Date:	5/1/2005
Expiration Date:	4/30/2008
Payment Terms:	Net 30 days
Delivery Days:	5
Shipping Terms:	Free Shipping
Freight Terms:	FOB Destination
Ship Via:	Best Way
Regions Served:	1-4, 11-13, and 20
States Served:	Texas
Vendor Exceptions:	Effective April 28, 2006 a $2.00 per invoice fuel surcharge will be applied to all invoices. Based on location, Gulf Coast will ship either International Paper (Springhill) or Georgia Pacific (Spectrum) brands of paper.

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Vendor Contract Information

Proposal Documents

Back

Vendor:	Oriental Trading Company
Address:	5455 South 90th Street Omaha, NE 68127
Phone:	(800) 526-7400
Contact:	Pam or Ron
Email:	npscustomerservice@oriental.com
Federal ID:	47-0825603
Accepts RFQs:	Yes
Contract:	Instructional Supplies & Equipment #254-06
Effective Date:	11/1/2006
Expiration Date:	10/31/2009
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Freight prepaid by vendor
Freight Terms:	FOB Shipping Point
Ship Via:	Best Way
Regions Served:	All Texas Regions
States Served:	All States
Vendor Exceptions:	Free standard delivery for orders over $150. For orders under $150, freight will be prepaid and added to invoice. Free delivery does not apply to custom imprinted merchandise and does not apply to items requiring an additional shipping fee on a per item basis (identified in catalog with the symbol of a truck) - the discount does NOT apply to these items also.
Additional Information:	Claims for missing or damaged items must be made within 30 days of receipt.

User Name: HEADSTART Agency: COOP Group: Hidalgo County
Version: BuyBoard 2000

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AI-8012 **15.C.**

Financial Report
CC REGULAR

Date: 02/26/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval of Program Financial Report

BACKGROUND

Policy Council Approval: 02-21-08

Fiscal Impact

Attachments

Link: Financial Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2008 03:34 PM	APRV
2	Auditor's Office	Linda Fong	02/22/2008 09:54 AM	APRV
3	Purchasing Department	Marty Salazar	02/22/2008 02:09 PM	APRV
4	Court Administrator	Monica Badillo	02/22/2008 02:29 PM	APRV
Form Started By: Linda Galaviz			Started On: 02/20/2008 08:38 AM	
Final Approval Date: 02/22/2008				

Hidalgo County Head Start Program

Policy Council Agenda

DATE: February 21, 2008

SUBJECT: Discussion/Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h)(1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report - January 2008

****

INITIATED BY: Elma Keller, Finance Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Tores

Hidalgo County Head Start Program
Encumbrance Budget Report
Policy Council Budget
From 1/1/2008 Through 1/31/2008

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Balance	Percent Total Budget Remaining - Revised	Current Actual
01	SALARIES	15,099,275.04	505,796.80	0.00	14,593,478.24	97.00%	505,796.80
02	FRINGE BENEFITS	5,564,297.06	319,029.00	0.00	5,245,268.06	94.00%	319,029.00
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100.00%	0.00
04	EQUIPMENT	0.00	0.00	0.00	0.00	0.00%	0.00
05	SUPPLIES	827,802.60	25,200.15	78,301.59	724,300.86	87.00%	25,200.15
06	OTHER COST	1,725,032.30	64,139.94	26,684.30	1,634,208.06	95.00%	64,139.94
Report Total		23,226,407.00	914,165.89	104,985.89	22,207,255.22	96.00%	914,165.89

AI-8006 **15.D.**

Recruitment Day
CC REGULAR

Date: 02/26/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval to Designate Tuesday, March 25, 2008 as an Additional Recruitment Day

BACKGROUND

Policy Council Approval: 02-21-08

Fiscal Impact

Attachments

Link: Recruitment Day

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2008 03:34 PM	APRV
2	Auditor's Office	Linda Fong	02/22/2008 09:55 AM	APRV
3	Purchasing Department	Marty Salazar	02/22/2008 01:42 PM	APRV
4	Court Administrator	Monica Badillo	02/22/2008 01:46 PM	APRV
Form Started By: Linda Galaviz			Started On: 02/19/2008 01:59 PM	
Final Approval Date: 02/22/2008				

Hidalgo County Head Start Program

Policy Council Agenda

DATE: February 21, 2008

SUBJECT: Discussion/Approval to Designate Tuesday, March 25, 2008 as an Additional Recruitment Day

RATIONALE/NEED: The program initiates and implements recruitment activities every Spring in order to maximize program awareness and recruit eligible children. Administration requests that the Policy Council designate Tuesday, March 25, 2008 as a second day for recruitment and allow staff to identify and recruit a greater number of eligible children in order to select those with the greatest need.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: N/A

****

INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

AI-8005 **15.E.**

Early Dismissal
CC REGULAR

Date: 02/26/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval of Early Dismissal for Staff on Friday, March 14, 2008

BACKGROUND

Policy Council Approval: 02-21-08

Fiscal Impact

Attachments

Link: Early Dismissal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2008 03:33 PM	APRV
2	Auditor's Office	Linda Fong	02/22/2008 09:55 AM	APRV
3	Purchasing Department	Marty Salazar	02/22/2008 01:42 PM	APRV
4	Court Administrator	Monica Badillo	02/22/2008 01:46 PM	APRV
Form Started By: Linda Galaviz			Started On: 02/19/2008 01:55 PM	
Final Approval Date: 02/22/2008				

Hidalgo County Head Start Program

Policy Council Agenda

DATE: February 21, 2008

SUBJECT: Discussion/Approval of Early Dismissal for Staff on Friday, March 14, 2008

RATIONALE/NEED: A luncheon will be served to "celebrate excellence" and to thank staff for the great job they do as reflected by the results of the Federal Review conducted in October. Staff will be dismissed after the luncheon.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: N/A

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

AI-8004 **15.F.**

Income Guidelines
CC REGULAR

Date: 02/26/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval of Family Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2008-2009

BACKGROUND

Policy Council Approval: 02-21-08

Fiscal Impact

Attachments

Link: Income Guidelines

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2008 03:33 PM	APRV
2	Auditor's Office	Linda Fong	02/22/2008 09:58 AM	APRV
3	Purchasing Department	Marty Salazar	02/22/2008 01:42 PM	APRV
4	Court Administrator	Monica Badillo	02/22/2008 01:46 PM	APRV
Form Started By: Linda Galaviz			Started On: 02/19/2008 01:53 PM	
Final Approval Date: 02/22/2008				

Hidalgo County Head Start Program

Policy Council Agenda

DATE: February 21, 2008

SUBJECT: Discussion/Approval of Family Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2008-2009

RATIONALE/NEED: The Hidalgo County Head Start Program must comply with Federal Regulations regarding eligibility, recruitment, selection and enrollment. The Poverty income guidelines are updated yearly and must be incorporated into our selection process. (Ref CFR45, 1305.6(a)).

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Income and Priority Guidelines for Program Year 2008-2009

****

INITIATED BY: Irma E. Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

2008 FAMILY INCOME GUIDELINES FOR HEAD START PROGRAMS

Size of Family Unit	100% Poverty Income Guidelines	130% Poverty Income Guidelines
1	$10,400	$13,520
2	$14,000	$18,200
3	$17,600	$22,880
4	$21,200	$27,560
5	$24,800	$32,240
6	$28,400	$36,920
7	$32,000	$41,600
8	$35,600	$46,280
Add $3,600 for each additional family member		

Source: Federal Register, Vol. 73, No.15, January 23, 2008, pp. 3971-3972.
Head Start Reauthorization; P.L. 110-134, ACF-IM-HS-08-01.

Hidalgo County Head Start Program
Priority Guidelines for Selection and Enrollment
Program Year 2008-2009

The Hidalgo County Head Start Program does NOT deny anyone the right from applying regardless of race, sex, creed, color, national origin or disabling condition. The families of children applying for admittance to the Hidalgo County Head Start Program MUST meet income, age and other pertinent criteria. Final approval will be granted by the Hidalgo County Head Start Policy Council. Persons wishing to contest a denial for enrollment may do so by submitting their grievances or concerns in writing to the Hidalgo County Head Start Policy Council, at P.O. Box 0117, Edinburg, Texas 78540.

DEFINITIONS

Parent:	The term Aparent@ used in this document is defined as the biological parent or legal guardian.
Legal Guardian:	The term "legal guardian" means a person who is appointed guardian or a temporary guardian by the court, and has been awarded legal custody of a minor child/ren in accordance to **Texas Civil Statute, Chapter XIII, Sec. 6.01, 6.81, 6.82, and 6.84**.
Family:	The term Afamily@ is defined as all persons living in the same household who are supported by the income of the parent(s) or guardian(s) of the child enrolling in the program and/or related to the parent(s) or guardian(s) by blood, marriage or adoption. **Ref 1305.2(e).** Note; Single, divorced, separated, and widowed parents must provide proof of marital status.
Age:	A child must be at least (3) years old by September 1, 2008 and is eligible **UNTIL** the child enters kindergarten to be eligible for services. **Ref: 1305.4(a) and 1305.6(b).**
Income:	To be eligible for Head Start services, a family must be income eligible within 100% of the poverty guidelines. **Ref: 1305.2(j); Source: Federal Register, Vol. 73, No. 15, January 23, 2008, pp. 3971-3972.** Families may be eligible if their income is between 100% thru 130% of the poverty guidelines. **Ref: P.L. 110-134, ACF-IM-HS-08-01.**
Military Personnel	Only the base pay of active military personnel will be allocated to calculate the individual's income. **Head Start Reauthorization; P.L. 110-134, ACF-IM-HS-08-01.**
Full Day	Children that meet the applicable criteria and qualify for services will be provided with FREE services from 7:30 AM till 3:30 PM; Extended service hours up to 5:30 PM will be provided for those parents who work or attend school full time, and on the days their work/school schedule goes beyond 3:30 PM **Ref: 1306.3 (e).**
Selection:	The systematic process used to review all applications for Head Start services. The Priority Guidelines will identify those children in most need. **Ref: 1305.6 (a)**
Enrollment:	Children remain eligible the succeeding enrollment year, regardless of income, provided that they did not drop prior to the last day of school. **Ref: 1305.7 (c).** The Program may choose not to enroll a child when there is a change in the child=s family income and there is a child with a greater need for Head Start Services. **Ref: 1305.7 (a).**

Information required to apply and qualify for the Hidalgo County Head Start Program are:

X Child=s Birth Certificate or Baptismal Certificate, and Social Security Number
X 2007 Income Tax Return & Appropriate W-2 Forms, Schedule C's, Schedule K's, etc.
X All Appropriate Child Support Information (Divorce Decree or State Attorney General's Office – Child Support Award Letter) for Parents Who are Single, Separated, or Divorced
X Medical Insurance Information, such as Medicaid, CHIPS, or Private Insurance
X All Appropriate Medical Information Regarding Children with Special Needs

Hidalgo County Head Start Program
Priority Rankings for Selection for Head Start Services
Program Year 2008 – 2009

Priority Ranking	***Criteria***
1	Children who are 3 or 4 years of age of families who are **HOMELESS**. ***Must be income eligible within 100% poverty guidelines.***
2	**FOSTER** children who are 3 or 4 years of age who are under the guardianship of Child Protective Services (Child=s income only) ***Must be income eligible within the 100% poverty guidelines.***
3	Children who are 3 or 4 years old of age who are **DISABLED**. ***Must be income eligible within the 100% poverty guidelines.*** 10% of enrollment opportunities are available to children with disabilities. Once the program has met the 10% enrollment quota, children with disabilities and non-disabled children will compete equally based on need as described in Priority Rankings **Ref: 1308.5(c)(4)**
4	Children who are 3 and 4 years of age, whose **parent(s) are disabled or elderly (60+ yrs.)** ***Must be income eligible within the 100% poverty guidelines***.
5	Children who are 3 or 4 years of age of **single parents** who work full time, or are full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines.***
6	Children who are 3 or 4 years of age of a **two parents household**, who both work full time, or full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines***.
7	Children who are 3 or 4 years of age of **single parents** who are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
8	Children who are 3 or 4 years of age of **two parents household** where one parent is employed, in school, or in training and the other is unemployed. ***Must be income eligible within the 100% poverty guidelines***.
9	Children who are 3 or 4 years of age to **two parent household**, where both parents are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
10	Children who are 3 or 4 years of age whose ***families' income is between 100% thru 130% of the poverty guidelines.***

Head Start Reauthorization: Two new provisions

ACF-IM-HS-08-03

Abstract

As part of the effort to develop implementation strategies for the new provisions in the Head Start Reauthorization Act, the Office of Head Start addresses the requirement that up to 35% of grantee children enrollment may come from families with incomes up to 130% of the poverty line. This authority by the grantees is effective immediately as of the date of the signing of the bill and is subject to the provisions of Section 645 (a)(1)(B)(iii)(II).

Head Start Reauthorization: Two new provisions

<table>
<tr><td rowspan="5">ACF
Administration for Children and Families</td><td colspan="2">U.S. DEPARTMENT
OF HEALTH AND HUMAN SERVICES</td></tr>
<tr><td>1. Log No. ACF-IM-HS-08-03</td><td>2. Issuance Date: 1/22/2008</td></tr>
<tr><td colspan="2">3. Originating Office: Office of Head Start</td></tr>
<tr><td colspan="2">4. Key Words: Head Start Reauthorization</td></tr>
<tr><td colspan="2">Two new provisions</td></tr>
</table>

INFORMATION MEMORANDUM [See Attachment at the bottom]

TO: Head Start and Early Head Start Grantees and Delegate Agencies

SUBJECT: Head Start Reauthorization

INFORMATION:

As you know, on December 12, 2007 the President signed a bill reauthorizing the Head Start program (see ACF-IM-HS-08-01 for a discussion of the major provisions in this Bill). The Office of Head Start is continuing to work on developing appropriate strategies for implementing the many new requirements of reauthorization, and we will be sharing information with you on this over the next several months. However, we want, at this time, to advise programs on two new provisions.

Grantees may, subject to the specific requirements of Section 645(a)(1)(B)(iii)(II), serve up to 35% of their children from families with incomes of up to 130% of the poverty line. This authority is effective immediately; grantees do not need prior approval to exercise this authority. OHS will, through its monitoring process, assure that all grantees exercising this new authority meet the conditions enumerated at Section 645(a)(1)(B)(iii)(II). OHS will provide more information on the reporting requirements associated with this provision at a future date.

In FY 2008, grantees may, consistent with Section 640(g)(3) of the Head Start Act, propose to reduce their funded enrollment. Any grantee submitting such a proposal to its Regional Office should fully address those factors discussed in the attachment to this IM.

Please direct any questions on this IM to your OHS Regional Office.

/ Patricia E. Brown /

Patricia E. Brown
Acting Director
Office of Head Start

Attachment:

AI-8002 **15.G.**

Declare Obsolete Attached List
CC REGULAR

Date: 02/26/2008
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion and approval to declare as obsolete the attached list of items and transfer items to the County's Surplus Department for proper disposition.

BACKGROUND

Policy Council Approval: 02-21-08

Fiscal Impact

Attachments

Link: Declare Obsolete

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2008 10:19 AM	APRV
2	Dale Kennan	Dale Kennan	02/21/2008 10:44 AM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 10:00 AM	APRV
4	Purchasing Department	Marty Salazar	02/22/2008 01:22 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 01:32 PM	APRV
Form Started By: Linda Galaviz			Started On: 02/19/2008 01:31 PM	
Final Approval Date: 02/22/2008				

Hidalgo County Head Start Program

Policy Council Agenda

DATE: February 21, 2008

SUBJECT: Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

RATIONALE/NEED: The items listed on the attached surplus materials/equipment list are not in operating condition, they are old and beyond any possible repair.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: List of Surplus Materials/Equipment

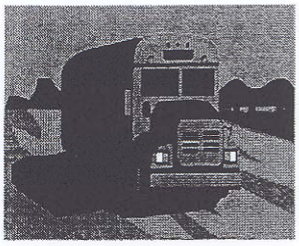
****

INITIATED BY: Oscar Palacios, Field Operations Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

MEMORANDUM



To: Edmundo Garcia, Assistant Program Director

From: Oscar Palacios, Field Operations Director

Subj.: Surplus materials/equipment

Date: February 08, 2008

CC: Teresa Flores, Executive Director
Elma Keller, Finance Director
Files

As per our previous conversation, the attachment is a listing of supplies, vehicles and equipment that, in my best judgment, have determined to be obsolete, no longer functional and/or beyond repair. Some of the equipment listed is no longer acceptable by State Licensing Department because it is made out of metal.

I am requesting that you present this list to our Policy Council and Commissioners Court for their consideration and approval to declare the attached listing surplus. Once the request is approved concurrently, the property will be under the custodianship of the County and subsequently auctioned in March, 2008.

Please advise me on your decision so that I may proceed in disposing of the inventory.

Thank you

Attachments

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

(FOR MORE INFORMATION CONTACT FIXED ASSETS DIV.AT (956) 318-2626)

	DEPARTMENT NAME	DEPT. NO.	LOCATION
1. TRANSFER TO:	SURPLUS DEPARTMENT	1601	
2. TRANSFER FROM:	HEAD START PROGRAM		

CONTACT PERSON (PRINT) OSCAR PALACIOS CONTACT# 330-2487 FAX# 380-4180

3.	DESCRIPTION OF ITEM	FUND No.	COST	INVENTORY TAG NO.	SERIAL NUMBER	* b CURRENT CONDITION
1	1997 School Bus-5 Passenger- MILEAGE 141,419		49,345.00	007451	1HVBDABK6VH488097	G
2	1997-School Bus-5 Passenger- 140,671		49,345.00	007450	1HVBDABK8VH488098	G
3	1997 School Bus - 6 Passenger- 150,235		49,345.00	16643	1HVBABKV4488099	G
4	1997-School Bus - 5 Passenger- 125,211		49,345.00	007452	1HVBDABK2VH488100	G
5	1995 CARGO VAN - GMC 138,190		14,245.00	003704	1GTEG25H1SF521076	B
6						
7						
8						
9						
10						

*a JUSTIFICATION FOR TRANSFER OF

*a. NOTE: A valid reason to transfer the asset must be provided for this asset transfer form to be approved.

*b. For equipment being transferred to Surplus/Warehouse, please indicate the condition of the items as (G, F, B)
Where (G) = good working condition, (F) = fair condition, and (B) = Item is broken and beyond repair.

PLEASE SIGN IN BLUE INK

4. The above transfer is hereby approved by the Purchasing Agent: MARTHA L. SALAZAR (PRINT NAME) _____ (SIGNATURE) _____ (DATE)

5. I hereby certify that our department *does not have any further use* for the equipment identified above: OSCAR PALACIOS (PRINT NAME) O. Palacios (SIGNATURE) 2-4-08 (DATE)

6. I hereby certify that I have *received* the above described equipment for our department/office: _____ (PRINT NAME) _____ (SIGNATURE) _____ (DATE)

7. I hereby certify that the above tagged assets have been reviewed in the County Invenorty System: Special coding is used for minor and other non capital items _____ (PRINT NAME) _____ (SIGNATURE) _____ (DATE)

FIXED ASSETS DIVISION USE ONLY CODE CHANGE

FROM _____ TO _____

Please Submit Original Only! **(To Purchasing Department)**

Hidalgo County Administration Building - 2812 S. Business 281, Edinburg, TX 78539

HCHSP Computers Accessories Report Qty-51

Location	*Room*	*Model Type*	*Serial N°*	*Tag*	*Status*
Storage	Auction	HP940c Desk Jet	MX2606F0XW	16136	Poor
Storage	Auction	GEM G556 BGA	GC1M03B134004265	013242	Damaged
Storage	Auction	Tatung TM6714	S97421738	014305	Damaged
Storage	Auction	Tatung TM6714	S78423366	014318	Poor
Storage	Auction	GEM Tower Celeron 80	01120158	013578	Damaged
Storage	Auction	Hatch Tower Celeron 1	98-178-1	009855	Poor
Storage	Auction	Tatung	3VB817210150	008860	Poor
Storage	Auction	HP692c Desk Jet	SG76C1F03X	009866	Poor
Storage	Auction	Hatch Tower Celeron 3	98-108-12	008703	Damaged
Storage	Auction	Hatch Tower Celeron 6	01-410-07	014431	Poor
Storage	Auction	GEM Tower Celeron 80	013628	Same	Damaged
Storage	Auction	HP1220c Desk Jet	SG25M130HB	17054	Damaged
Storage	Auction	HP5L	USCB246953	014753	Poor
Storage	Auction	HP940c Desk Jet	MX25M1D1CH	015380	Poor
Storage	Auction	HP695c Desk Jet	US8AG1V0FS	008890	Poor
Storage	Auction	HP940c Desk Jet	MX25L1D2JR	015360	Damaged
Storage	Auction	HP940c Desk Jet	MX2606F12V	16503	Poor
Storage	Auction	HP940c Desk Jet	MX25L1D2JM	015409	Poor
Storage	Auction	Manda Mini Tower P46	8484	013415	Poor
Storage	Auction	Hatch Tower Celeron 3	98-131-12	008686	Damaged
Storage	Auction	Hatch Tower Celeron 3	98-111-12	008696	Damaged
Storage	Auction	Dell 1500 FP	3492D-A0DJB-C8	None	Poor
Storage	Auction	HP8000 Laser Jet	USMH006411	013363	Damaged
Storage	Auction	Sony Notebook 505F	28983830-9401550	011123	Damaged
Storage	Auction	Hatch Tower Celeron 6	01-417-07	014420	Poor
Storage	Auction	HP695c Desk Jet	US8AG1V0F0	014821	Damaged
Storage	Auction	HP1100 Laser Jet	USJC016893	014783	Poor
Storage	Auction	HP940c Desk Jet	MX251D1DG	16189	Damaged

Location	*Room*	*Model Type*	*Serial N°*	*Tag*	*Status*
Storage	Auction	GEM Tower Celeron 80	013587	Same	Damaged
Storage	Auction	HP940c Desk Jet	MX25M1D04X	015320	Damaged
Storage	Auction	HP3820	CN28C1P07F	015854	Damaged
Storage	Auction	HP695c Desk Jet	US8AG1V0DM	010017	Poor
Storage	Auction	HP680c Desk Jet	SG67N1C1HY	010024	Damaged
Storage	Auction	Hatch Tower Celeron 1	98-177-1	014144	Poor
Storage	Auction	HP840c Desk Jet	CN0AJ1P3CC	013006	Poor
Storage	Auction	HP695c Desk Jet	CN89L120Q7	008891	Damaged
Storage	Auction	Hatch F7KS	8QR225650327	015473	Damaged
Storage	Auction	HP940c Desk Jet	MX25M1D1CJ	015348	Damaged
Storage	Auction	HP3820	CN28C1P07K	015470	Poor
Storage	Auction	Dell E770p	MX-0832DX-47801-0B	013017	Damaged
Storage	Auction	HP940c Desk Jet	MX25M1D050	015402	Poor
Storage	Auction	HP692c Desk Jet	SG76C1F067	014206	Damaged
Storage	Auction	GEM Tower Celeron 80	013543	Same	Poor
Storage	Auction	Hatch Tower Celeron 3	98-128-12	008704	Damaged
Storage	Auction	GEM Tower Celeron 80	01120128	015566	Poor
Storage	Auction	HP940c Desk Jet	MX25L1D2JV	015614	Damaged
Storage	Auction	HP940c Desk Jet	MX25L1D2K2	015396	Damaged
Storage	Auction	HP940c Desk Jet	MX25M1D1FC	015393	Damaged
Storage	Auction	HP940c Desk Jet	MX25M1D1CX	015382	Damaged
Storage	Auction	GEM Tower Celeron 80	013605	Same	Poor
Storage	Auction	Hatch Tower Celeron 3	98-112-12	008697	Damaged

HCHSP PDA's Report Qty-208

Location	Clsrm	Serial Number	Model	Condition	Comments
Storage	Auction	00PY6B314U6	m130	Poor	
Storage	Auction	00PYV6A3132V	m130	Poor	
Storage	Auction	00PYV6A3133M	m130	Damaged	
Storage	Auction	00PYV6A31346	m130	Poor	
Storage	Auction	00PYV6A3134B	m130	Poor	
Storage	Auction	00PYV6A3134D	m130	Poor	
Storage	Auction	00PYV6A3134R	m130	Poor	
Storage	Auction	00PYV6A3134Y	m130	Poor	
Storage	Auction	00PYV6A31358	m130	Poor	
Storage	Auction	00PYV6A31364	m130	Poor	
Storage	Auction	00PYV6A31365	m130	Poor	
Storage	Auction	00PYV6A31367	m130	Damaged	
Storage	Auction	00PYV6A31369	m130	Poor	
Storage	Auction	00PYV6A3136H	m130	Poor	
Storage	Auction	00PYV6B31040	m130	Damaged	
Storage	Auction	00PYV6B31044	m130	Damaged	
Storage	Auction	00PYV6B31045	m130	Poor	
Storage	Auction	00PYV6B3105F	m130	Damaged	
Storage	Auction	00PYV6B3105G	m130	Poor	
Storage	Auction	00PYV6B3105J	m130	Poor	
Storage	Auction	00PYV6B3105K	m130	Poor	
Storage	Auction	00PYV6B3105N	m130	Damaged	
Storage	Auction	00PYV6B3105R	m130	Poor	
Storage	Auction	00PYV6B3105U	m130	Damaged	
Storage	Auction	00PYV6B3105W	m130	Damaged	
Storage	Auction	00PYV6B3105X	m130	Poor	
Storage	Auction	00PYV6B3105Y	m130	Poor	
Storage	Auction	00PYV6B31060	m130	Poor	

Location	Clsrm	Serial Number	Model	Condition	Comments
Storage	Auction	00PYV6B31061	m130	Poor	
Storage	Auction	00PYV6B31063	m130	Poor	
Storage	Auction	00PYV6B31064	m130	Poor	
Storage	Auction	00PYV6B31118	m130	Damaged	
Storage	Auction	00PYV6B3112H	m130	Poor	
Storage	Auction	00PYV6B3112J	m130	Poor	
Storage	Auction	00PYV6B313UN	m130	Damaged	
Storage	Auction	00PYV6B313UP	m130	Poor	
Storage	Auction	00PYV6B313UQ	m130	Poor	
Storage	Auction	00PYV6B313UR	m130	Damaged	
Storage	Auction	00PYV6B313UU	m130	Damaged	
Storage	Auction	00PYV6B313UV	m130	Poor	
Storage	Auction	00PYV6B313UX	m130	Poor	
Storage	Auction	00PYV6B313UY	m130	Poor	
Storage	Auction	00PYV6B313V0	m130	Damaged	
Storage	Auction	00PYV6B313V4	m130	Poor	
Storage	Auction	00PYV6B313VE	m130	Poor	
Storage	Auction	00PYV6B314Q7	m130	Poor	Missing Glass on Flap
Storage	Auction	00PYV6B314R0	m130	Damaged	
Storage	Auction	00PYV6B314UB	m130	Poor	
Storage	Auction	00PYV6B314UH	m130	Poor	
Storage	Auction	00PYV6B314UK	m130	Damaged	
Storage	Auction	00PYV6B314V3	m130	Poor	
Storage	Auction	00PYV6B314V7	m130	Damaged	
Storage	Auction	00PYV6B314V9	m130	Poor	Replacement
Storage	Auction	00PYV6B314VC	m130	Poor	
Storage	Auction	00PYV6B31535	m130	Poor	
Storage	Auction	00PYV6B31539	m130	Poor	
Storage	Auction	00PYV6B31569	m130	Poor	
Storage	Auction	00PYV6B315EE	m130	Damaged	

Location	Clsrm	Serial Number	Model	Condition	Comments
Storage	Auction	00PYV6B315EG	m130	Damaged	
Storage	Auction	00PYV6B315EN	m130	Poor	
Storage	Auction	00PYV6B315EQ	m130	Poor	
Storage	Auction	00PYV6B315G3	m130	Poor	
Storage	Auction	00PYV6B315GB	m130	Poor	
Storage	Auction	00PYV6B315GC	m130	Poor	
Storage	Auction	00PYV6B315GJ	m130	Poor	
Storage	Auction	00PYV6B315GK	m130	Poor	
Storage	Auction	00PYV6B315GN	m130	Poor	
Storage	Auction	00PYV6B315H0	m130	Poor	
Storage	Auction	00PYV6B315H7	m130	Poor	
Storage	Auction	00PYV6B315HE	m130	Poor	
Storage	Auction	00PYV6B315HJ	m130	Poor	
Storage	Auction	00PYV6B315J7	m130	Poor	
Storage	Auction	00PYV6B315JT	m130	Poor	
Storage	Auction	00PYV6B315MW	m130	Poor	
Storage	Auction	00PYV6B315N2	m130	Damaged	
Storage	Auction	00PYV6B315NA	m130	Poor	
Storage	Auction	00PYV6B315QU	m130	Damaged	
Storage	Auction	00PYV6B315QW	m130	Poor	
Storage	Granje	00PYV6C3101K	m130	Poor	
Storage	Auction	00PYV6C310HG	m130	Poor	
Storage	Auction	00PYV6C311CM	m130	Poor	
Storage	Auction	00PYV6C311ED	m130	Poor	
Storage	Auction	00PYV6C311EP	m130	Poor	
Storage	Auction	00PYV6C311ET	m130	Poor	
Storage	Auction	00PYV6C311EV	m130	Poor	
Storage	Auction	00PYV6C311F1	m130	Poor	
Storage	Auction	00PYV6C311F9	m130	Poor	Replacement
Storage	Auction	00PYV6C311FA	m130	Damaged	

Location	Clsrm	Serial Number	Model	Condition	Comments
Storage	Auction	00PYV6C311FD	m130	Poor	
Storage	Auction	00PYV6C311FE	m130	Poor	
Storage	Auction	00PYV6C311FF	m130	Poor	
Storage	Auction	00PYV6C311FH	m130	Poor	
Storage	Auction	00PYV6C311FJ	m130	Damaged	
Storage	Auction	00PYV6C311FK	m130	Poor	
Storage	Auction	00PYV6C311FM	m130	Poor	
Storage	Auction	00PYV6C311FN	m130	Poor	
Storage	Auction	00PYV6C311FP	m130	Poor	
Storage	Auction	00PYV6C311FQ	m130	Poor	
Storage	Auction	00PYV6C311FR	m130	Damaged	
Storage	Auction	00PYV6C311FU	m130	Poor	
Storage	Auction	00PYV6C311FV	m130	Poor	
Storage	Auction	00PYV6D3101Q	m130	Poor	Missing Glass on Flap
Storage	Auction	00PYV6D3101Y	m130	Poor	
Storage	Auction	00PYV6D3102F	m130	Damaged	
Storage	Auction	00PYV6D3102H	m130	Poor	Missing Glass on Flap
Storage	Auction	00PYV6D31038	m130	Poor	
Storage	Auction	00PYV6D3103J	m130	Poor	
Storage	Auction	00PYV6D3103U	m130	Damaged	
Storage	Auction	00PYV6D3103V	m130	Poor	
Storage	Auction	00PYV6D3103W	m130	Damaged	
Storage	Auction	00PYV6D31041	m130	Poor	
Storage	Auction	00PYV6D31042	m130	Poor	
Storage	Auction	00PYV6D31048	m130	Poor	
Storage	Auction	00PYV6D3104C	m130	Poor	
Storage	Auction	00PYV6D3104G	m130	Poor	
Storage	Auction	00PYV6D3104N	m130	Poor	
Storage	Auction	00PYV6D3104T	m130	Poor	
Storage	Auction	00PYV6D3104V	m130	Poor	

Location	Clsrm	Serial Number	Model	Condition	Comments
Storage	Auction	00PYV6D3104W	m130	Poor	
Storage	Auction	00PYV6D3104X	m130	Poor	
Storage	Auction	00PYV6D3104Y	m130	Poor	
Storage	Auction	00PYV6D31050	m130	Damaged	
Storage	Auction	00PYV6D31051	m130	Poor	
Storage	Auction	00PYV6D31052	m130	Poor	
Storage	Auction	00PYV6D31053	m130	Poor	
Storage	Auction	00PYV6D31054	m130	Poor	
Storage	Auction	00PYV6D31055	m130	Poor	Replacement
Storage	Auction	00PYV6D31056	m130	Poor	Missing Glass on Flap
Storage	Auction	00PYV6D31057	m130	Poor	
Storage	Auction	00PYV6D31058	m130	Poor	Replacement
Storage	Auction	00PYV6D31059	m130	Poor	
Storage	Auction	00PYV6D3105A	m130	Poor	
Storage	Auction	00PYV6D3105B	m130	Poor	
Storage	Auction	00PYV6D3105C	m130	Poor	
Storage	Auction	00PYV6D3105E	m130	Damaged	
Storage	Auction	00PYV6D3105F	m130	Poor	
Storage	Auction	00PYV6D3105G	m130	Poor	
Storage	Auction	00PYV6D3105J	m130	Poor	
Storage	Auction	00PYV6D3105K	m130	Poor	
Storage	Auction	00PYV6D3105N	m130	Poor	
Storage	Auction	00PYV6D3105R	m130	Poor	
Storage	Auction	00PYV6D3105V	m130	Poor	
Storage	Auction	00PYV6D31060	m130	Damaged	Missing Glass on Flap
Storage	Auction	00PYV6D3106F	m130	Poor	
Storage	Auction	00PYV6D3106G	m130	Poor	
Storage	Auction	00PYV6D3106H	m130	Poor	Replacement
Storage	Auction	00PYV6D3106J	m130	Poor	
Storage	Auction	00PYV6D3106K	m130	Poor	

Location	Clsrm	Serial Number	Model	Condition	Comments
Storage	Auction	00PYV6D3106M	m130	Poor	
Storage	Auction	00PYV6D3106N	m130	Poor	
Storage	Auction	00PYV6D3106P	m130	Poor	
Storage	Auction	00PYV6D3106Q	m130	Poor	
Storage	Auction	00PYV6D3106R	m130	Damaged	
Storage	Auction	00PYV6D3106U	m130	Poor	
Storage	Auction	00PYV6D3106V	m130	Poor	
Storage	Auction	00PYV6D31073	m130	Damaged	
Storage	Auction	00PYV6D31074	m130	Poor	
Storage	Auction	00PYV6D31079	m130	Poor	
Storage	Auction	00PYV6D3107B	m130	Poor	
Storage	Auction	00PYV6D3107C	m130	Poor	
Storage	Auction	00PYV6D3107D	m130	Poor	
Storage	Auction	00PYV6D3107E	m130	Poor	
Storage	Auction	00PYV6D3107F	m130	Poor	
Storage	Auction	00PYV6D3107G	m130	Poor	
Storage	Auction	00PYV6D3107H	m130	Poor	Replacement
Storage	Auction	00PYV6D3107J	m130	Poor	Replacement
Storage	Auction	00PYV6D3107K	m130	Poor	
Storage	Auction	00PYV6D3107M	m130	Poor	
Storage	Auction	00PYV6D3107N	m130	Poor	
Storage	Auction	00PYV6D3107P	m130	Damaged	
Storage	Auction	00PYV6D3107Q	m130	Poor	
Storage	Auction	00PYV6D3107R	m130	Poor	
Storage	Auction	00PYV6D3107U	m130	Damaged	
Storage	Auction	00PYV6D3107V	m130	Poor	
Storage	Auction	00PYV6D3107W	m130	Damaged	
Storage	Auction	00PYV6D3107X	m130	Poor	
Storage	Auction	00PYV6D3107Y	m130	Poor	Missing Memory Cover
Storage	Auction	00PYV6D31080	m130	Poor	

Location	Clsrm	Serial Number	Model	Condition	Comments
Storage	Auction	00PYV6D31081	m130	Poor	
Storage	Auction	00PYV6D31082	m130	Poor	
Storage	Auction	00PYV6D3109J	m130	Poor	
Storage	Auction	00PYV6D3109K	m130	Poor	
Storage	Auction	00PYV6D3109M	m130	Poor	
Storage	Auction	00PYV6D3109N	m130	Poor	
Storage	Auction	00PYV6D31106A	m130	Poor	Missing Memory Cover
Storage	Auction	00PYV6K311EY	m130	Poor	
Storage	Auction	00PYV6K311F0	m130	Damaged	
Storage	Auction	00PYV6K311F6	m130	Poor	
Storage	Auction	00PYV6K311GK	m130	Poor	
Storage	Auction	00PYV6K311HM	m130	Damaged	
Storage	Auction	00PYV6K311MC	m130	Poor	
Storage	Auction	00PYV6K311NP	m130	Damaged	
Storage	Auction	00V73K4B12N	Zire21	Poor	
Storage	Auction	00V7V3K4B0YF	Zire21	Poor	
Storage	Auction	00V7V3K4B0YG	m130	Poor	
Storage	Auction	00V7V3K4B0YH	Zire21	Poor	
Storage	Auction	00V7V3K4B12F	Zire21	Damaged	
Storage	Auction	00V7V3K4B12X	Zire21	Poor	
Storage	Auction	00V7V3K4B130	Zire21	Poor	
Storage	Auction	00V7V3K4B131	Zire21	Poor	Replacement
Storage	Auction	00V7V3K4B132	Zire21	Poor	
Storage	Auction	00V7V3K4B134	Zire21	Poor	
Storage	Auction	00V7V803B42K	Zire21	Damaged	
Storage	Auction	00V7V8Q3B42E	Zire21	Damaged	
Storage	Auction	00V7V8Q3B42F	Zire21	Poor	
Storage	Auction	99V7UV7W413N7	Zire31	Poor	
Storage	Auction	OOPYV6D3105M	m130	Poor	
Storage	Auction	PN20UAE7R089	E2	Damaged	

ITEM	TAG #	SERIAL #	QUANTITY
WOODEN CUBBIES	002928	N / A	1
WOODEN CUBBIES	002524	N / A	1
WOODEN CUBBIES	014273	N / A	1
WOODEN CUBBIES	006095	N / A	1
WOODEN CUBBIES	005939	N / A	1
WOODEN CUBBIES	006101	N / A	1
WOODEN CUBBIES	006020	N / A	1
PHONE BOOTH	002897	N / A	1
PHONE BOOTH	002897	N / A	1
PHONE BOOTH	005882	N / A	1
PHONE BOOTH	011481	N / A	1
PHONE BOOTH	005524	N / A	1
FOLDING TABLE	N / A	N / A	1
COTS	N / A	N / A	2
WOODEN CRIB	N / A	N / A	1
WOODEN CRIB	N / A	N / A	1
WOODEN IRONING BOARD	011737	N / A	1
WOODEN STAND	010032	N / A	1
WOODEN STAND	010044	N / A	1
WOODEN STAND	010043	N / A	1
SMALL SOFA	N / A	N / A	4
PLAY SOFA	N / A	N / A	1

ARM CHAIR	N / A	N / A	5
WOODEN EASEL	N / A	N / A	2
PLASTIC EASEL	N / A	N / A	2
WOODEN EASEL	N / A	N / A	16
2 FT SQUARE TABLE	003026	N / A	1
SAND / WATER TABLE	N / A	N / A	1
WOODEN BOOK SHELF	005868	N / A	1
VACCUM KENT	16396	1723655	1
VACCUM KENT	16686	N / A	1
FOOD CARTS	N / A	N / A	2
PLASTIC FUN HOUSE W/ SLIDE	N / A	N / A	2
PLASTIC PLAY STATION	N / A	N / A	2
4 DRAWER FILE CABINET	002111	N / A	1
4 DRAWER FILE CABINET	004115	N / A	1
2 DRAWER METAL CABINET	008508	N / A	1
REFRIGERATOR	013931	N / A	1
REFRIDGERATOR	008657	N / A	1
WOODEN BULLITEN BOARDS	002561	N / A	1
DESK	N / A	N / A	1
DESK DOUBLE PEDESTAL	008342	N / A	1

WOODEN DESK DOUBLE PEDESTAL	N / A	N / A	1
SHREDDER	013448	N / A	1
SHREDDER STAND	007484	N / A	1
BEAM SCALE	002044	N / A	1
AREA RUG	N / A	N / A	13
VACCUM ELECTROLUX	015692	3520004371	1
VACUUM ELECTROLUX	005331	0344706	1
RECORD PLAYER	N / A	6 CH 183012531	1
RECORD PLAYER	010421	N / A	1
SINGING MACHINE	N / A	A-50002312072	1
SINGING MACHINE	N / A	A50002312072	1
STEREO	N / A	080708540	1
FAX MACHINE	01505	MOD KX FP 151	1
MINI SHREDDER	011351	LW60147	1
RADIO	N / A	II41221	1
RADIO	N / A	NX 212	1
RADIO	N / A	II41323	1
RADIO	N / A	II41192	1
COTS	N / A	N / A	30
COMMERCIAL MIXER AND ACES	015262	N / A	1

COMMERCIAL MIXERS AND ACES	012960	N / A	1
PHONE BOOTH	005733	N / A	1
PLAY STATION	N / A	N / A	1
CHAIR CHILDREN	N / A	N / A	23

AI-7954 **16.A.**

Membership Dues
CC REGULAR

Date: 02/26/2008
Submitted By: Monica Hinojosa, SHERIFF DEPT.
Submitted For: Monica Hinojosa
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

Requesting approval to renew 2008 membership dues to the Western States Sheriffs' Association in the amount of $100.00 (P.O. # 596695)

BACKGROUND

The purpose for the membserhip of Sheriff Lupe Trevino to the Western States Sheriff's Association is to provide further reinforcement to the Sheriff to perform his tasks in the most professional manner. To obtain this goal the Association provides continuous training on new procedures and laws for the better safety of the citiznes of Hidalgo County.

Fiscal Impact

Attachments

Link: membership dues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		02/22/2008 01:33 PM	PEND
2	Ana Galvan	Anna Galvan	02/15/2008 11:28 AM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 10:01 AM	APRV
4	Purchasing Department	Marty Salazar	02/22/2008 01:18 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 01:32 PM	APRV
Form Started By: Monica Hinojosa			Started On: 02/13/2008 05:01 PM	
Final Approval Date: 02/22/2008				

WESTERN STATES SHERIFFS' ASSOCIATION

4718 Ponderosa Drive • Carson City, NV 89701-6735

2007
BOARD OF DIRECTORS

PRESIDENT
Sheriff Andy Boots
Malheur County, OR

1st VICE PRESIDENT
Sheriff Dave Brown
Sanders County, MT

2nd VICE PRESIDENT
Sheriff Bruce Hartman
Gilpin County, CO

SECRETARY/TREASURER
Bd Sheriff Paul McGrath
Carson City/County, NV

SERGEANT AT ARMS
Sheriff Frank Park
Tooele County, UT

IMMED. PAST PRESIDENT
Sheriff Clay Parker
Tehama County, CA

2007
STATE REPRESENTATIVES

ARIZONA
Sheriff Frank Hughes (Graham Co.)
Sheriff Steve Tucker (Greenlee Co.)
Sheriff Gary Butler (Navajo Co.) Alt.

CALIFORNIA
Sheriff Pat Hedges (San Luis Obispo Co.)
Sheriff Clay Parker (Tehama Co.)

COLORADO
Sheriff Jerry Martin (Delores Co.)
Sheriff John Cooke (Weld Co.)

IDAHO
Sheriff Jim Weaver (Kootenai Co.)
Sheriff Pete Bolen (Valley Co.)

MONTANA
Sheriff Tony Harbaugh (Custer Co.)
Sheriff Jim Cashell (Gallatin Co.)

NEVADA
Sheriff Tony DeMeo (Nye Co.)
Sheriff Ron Ungar (Lander Co.)

NEW MEXICO
Sheriff Kent Walker (Eddy Co.)
Sheriff Jose P. Trujillo (Sandoval Co.)

OKLAHOMA
Sheriff R DeWayne Beggs (Cleveland Co.)
Sheriff John Wheeler (Oklahoma Co.)

OREGON
Sheriff Tim Evinger (Klamath Co.)
Sheriff Todd Anderson (Tillamook Co.)

TEXAS
Sheriff Milton Jung (Gillespie Co.)
Sheriff Kenneth Hammack (Polk Co.)

UTAH
Sheriff Kirk Smith (Washington Co.)
Sheriff Brad Slater (Weber Co.)

WASHINGTON
Sheriff Richard Lathim (Franklin Co.)
Sheriff Mike Humphreys (Walla Walla Co.)
Sheriff Steve Mansfield (Lewis Co.) Alt.

WYOMING
Sheriff Jim Ford (Albany Co.)
Sheriff Danny Glick (Laramie Co.)
Sheriff Mark Heaton (Natrona Co.) Alt.

MEMBERSHIP APPLICATION AND INVOICE

CALENDAR YEAR: 2008

***Type Membership:**

(X) Regular $100.00

( ) Associate $50.00

HIDALGO COUNTY
Sheriff Guadalupe Trevino
711 El Cibolo Road
Edinburg, TX 78539

***Regular Membership** dues $100.00 per calendar year. **Associate Membership** dues $50.00 per calendar year. Regular membership is reserved for sheriffs, their sworn employees, state association directors/officers and others who can hold office and vote. Associate membership is other city, state, federal and professional organization who participate with the regular members.

TAX ID #88-0335537 - Telephone No. 775-882-4686 - Fax No. 775-882-5919

TITLE & NAME Sheriff Guadelupe Trevino

DEPARTMENT/AGENCY HIDALGO COUNTY SHERIFFS OFFICE

Mailing Address: P.O. BOX 1228 EDINBURG, TX 78541

Telephone No 956-393-600 Fax No. 956-393-6179

E-MAIL sheriffrevino@hidalgoso.org

Signature of Applicant

Office Use Only:

Date Received _____ Method of Payment/Reference _____

MEMBERSHIP ID NO: _____

REMITTANCE TO: **Western States Sheriffs' Association**
4718 Ponderosa Drive
Carson City, NV 89701-6735

Purchase Order
COUNTY OF HIDALGO

PO#: 596695

DATE: 01/07/08

VENDOR: 325201 REQ:00124142
Email:
Phone: (775)882-4686
WESTERN STATES SHERIFFS' ASSOCIATION
4718 PONDEROSA DRIVE
CARSON CITY NV 89701-6735

BUYER:
SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

CONTACT: Monica Hinojosa (956)393-6024
SITE: SHERIFF'S LAW ENFORCEMENT FACILITY

Special Instructions:

EXECUTIVE BRANCH REQ.
ADMINISTRATION
REQUESTED BY: M. HINOJOSA
PHONE # : 393-6024

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	YEAR	MEMBERSHIP DUES FOR SHERIFF LUPE TREVINO TO THE WESTERN STATES SHERIFF'S ASSOCIATION FOR THE YEAR OF 2008.	100.00	100.0
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		100.0
		********** For Hidalgo County use only		
		8-1100-421-00-280-001-0-810 100.00		
		Approved		
		2008 MemberShip 100.00 F		

Authorized by: Martha L. Salazar

AI-7983 **16.B.**

Membership Fees
CC REGULAR

Date:	02/26/2008
Submitted By:	Virginia Rodriguez, SHERIFF DEPT.
Submitted For:	Virginia Rodriguez
Department:	SHERIFF DEPT.
Agenda Area:	Sheriff's Office

Information

CAPTION

Requesting approval of 2008 membership dues to the Texas Jail Association for Commander Daniel Garcia, Sgt. Leonel Moncivais, and Lt. Pedro Trevino in the amount of $60.00

BACKGROUND

Texas Jail Association main objective is to provide a distinct and unified voice for correctional officers working in local jails. TJA's membership is comprised of jail Administrators, Correctional Officers, Sheriffs, Support Staff, and other interested parties of the corrections profession in Texas.

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1100-423-21-280-002-0-810

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

BUDGETARY IMPACT:

Available balance as of 2/22/08 $1,500.00

Attachments

Link: Membership Dues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/19/2008 09:46 AM	APRV
2	Budget & Management	Dina Trevino	02/20/2008 09:14 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/22/2008 08:34 AM	APRV
4	Auditor's Office	Linda Fong	02/22/2008 10:02 AM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 11:03 AM	APRV

Form Started By: Virginia Rodriguez Started On: 02/15/2008 01:23 PM

Final Approval Date: 02/22/2008

TEXAS JAIL ASSOCIATION

INVOICE

Correctional Management Institute of Texas
Sam Houston State University
Huntsville, TX 77341-2296

Carla Stone, *President*
Kaufman County
972.932.9736 phone
chiefstone@kaufmancounty.net

Robert Green, *1st Vice President*
Montgomery County
936.538.3205 phone
robert.green@mctx.org

Mary Farley, *2nd Vice President*
Bell County
254.933.5783 phone
mary.farley@co.bell.tx.us

David Drosche, *3rd Vice President/ Treasurer*
Brazos County
979.361.4846 phone
ddrosche@co.brazos.tx.us

Cindy Wood, *Secretary*
Kaufman County
972.932.9738 phone
sgtcwood@kaufmancounty.net

Danny Downes, *Past President*
Dallas County
214.653.2602 phone
ddownes@dallascounty.org

Terrisa Candelaria, *Director*
Midland County
432.688.4531 phone
cterrisa@hotmail.com

Joe A. Dominguez, *Director*
Kendall County
830.249.4989 phone
kcsosou@gvtc.com

Mike Ganzer, *Director*
Denton County
940.349.1711 phone
michael.ganzer@dentoncounty.com

Gus Reyna, Jr., *Director*
Cameron County
956.554.6700 phone
greyna1@co.cameron.tx.us

Michael Starkey, *Director*
Leon County
903.536.2749 phone
leoncoso@cji.net

Scott Simonton, *Director*
Palo Pinto County
940.659.3593 phone
deputysimonton@yahoo.com

Sheriff Tommy Gage, *Director*
Ex-officio Sheriff Member
Montgomery County
936.760.5872 phone
tommygage@mctx.org

Heather White, *Director*
Ex-officio Vendor Member
Securus Technologies, Inc.
214.943.9994 phone
hwhite@securustech.net

Gary Pinkerton, *Chaplain*
Smith County
GT Distributors, Inc.
903.590.2666 phone
gpinkerton@smith-county.com

Carmella Smith, *Historian*
Texas Association of Counties
800-456-5974 phone
carmellas@county.org

Steve Fisher, Sergeant at Arms
Walker County
936.435.2400 phone
sfisher@co.walker.tx.us

Jim Eiselstein, *Parlimentarian*
Jefferson County
409.726.2502 phone
jeiselstein@jefferson.tx.us

Sharese Hurst, *Executive Director*
Sam Houston State University
936.294.1687 phone
sharese@shsu.edu

DATE: January 2, 2008

Hidalgo County Sheriff's Office
ATTN: Captain Gonzalez
P.O. Box 1228
Edinburg, TX 78540
956-383-8114

22nd Annual Spring Conference
Austin Renaissance Hotel
Austin, Texas
May 12 - 16, 2008.

DESCRIPTION	QUANTITY	PRICE	TOTAL OWED
Member Conference Fee:	4	130.00	520.00
Daniel Garcia			
Rene Gonzalez			
Leonel Moncivais			
Pedro Trevino			
Membership Fee:	3	20.00	60.00
Daniel Garcia (expires May 2008)			
Leonel Moncivais (new member)			
		TOTAL OWED	$ 580.00

Please notify us of any changes to those persons attending should you have any.

If you have any questions, please call
Sharese Hurst at (936) 294-1687. Thank you.

Please make check payable to Texas Jail Association.
The check can be mailed to the following address:
Texas Jail Association
Sam Houston State University
Box 2296
Huntsville, Texas 77341-2296

- Cancellations must be *made in writing* and received by the Correctional Management Institute of Texas at Sam Houston State University no later than April 25, 2008, in order for a full refund.
- The Correctional Management Institute of Texas reserves the right to retain or collect fees in full for those who fail to cancel prior to the conference or for those who fail to attend.

AI-8070 **16.C.**

Chapter 59 Asset Forfeiture Report
CC REGULAR

Date: 02/26/2008
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

Requesting approval and authorization to submit the FY 2007 Chapter 59 Asset Forfeiture Report, as required by the Attorney General of Texas.

BACKGROUND

See Attached.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1227-421-00-280-005-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Original Budget for fund 1227 for FY 2007 Sheriff Investg. HB 65 $215,514.72, Adjusted Budget $216,221.25, Total Actual YTD Expenditures (including period 13) $65,125.84.

Attachments

Link: Asset Forfeiture Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/21/2008 04:45 PM	APRV
2	Budget & Management	Dina Trevino	02/22/2008 09:21 AM	APRV
3	Ivan Cantu	Ivan Cantu	02/22/2008 04:08 PM	APRV
4	Auditor's Office		02/22/2008 05:11 PM	NEW

Form Started By: Rosie Hinojosa Started On: 02/21/2008 04:29 PM

Final Approval Date: 02/22/2008

FY 2007

CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Hidalgo County Sheriff's Office

Reporting Period: (local fiscal year) 01/01/07 to 12/31/07

Agency Mailing Address: P.O. Box 1228
Edinburg, Texas 78540

example: 01/01/07 to 12/31/07, 09/01/06 to 08/31/07 etc.

Phone Number: (956) 393-6029

County: Hidalgo

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds..... $ 188,182.00

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.

B) Seized Funds..... $ -0-

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's account or in your agency's possession) at beginning of reporting period including interest. Include funds that may have been forfeited but have not been transferred from your agency's seizure account to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency..... $ 63,983.00

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest)..... $ 54,161.00

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants..... $ 4,611.00

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	39	32	24
2) REAL PROPERTY (Count each parcel seized as one item)		1	
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)			
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)			
5) Other Property: Description: Horse Trailer	1	1	
Other Property: Description: Gooseneck Trailer	1	1	
Other Property: Description: Mobile Home		1	

III. Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5)..... $ 170.00

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS; Enter the total dollar amount or total number of items received pursuant to a **sharing agreement where the forfeiture judgment awarded ownership of the property to another agency** prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount)..... $ -0-

B. Vehicles.- (should be a number not a currency amount)..... -0-

C. Other - (should be a number not a currency amount)..... -0-

V. Interest Earned on Forfeited Funds During Reporting Period..... $ 8,238.00

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account. Do not include interest earned on seized but not yet forfeited funds.

VI. Interest Earned on Seized Funds During Reporting Period..... $ -0-

INSTRUCTIONS: Include only the amount of interest earned on seized funds or funds that may have been forfeited but not yet transferred to your forfeiture account. Do not include interest earned on seized funds that are on deposit in an account that does not belong to your agency.

VII. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds**. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Salaries	$ 26,459.28
Overtime	$
Equipment (includes vehicles, computers & software, maintenance costs, etc.)	$ 22,121.05
Supplies (includes cellular air time, miscellaneous commodities)	$
Travel	$ 72.40
Training	$
Paid to or Shared with Cooperating Agency	$
Confidential Informant Payments	$ 4,500.00
Prevention / Treatment Programs	$
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)	$
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.)	$

Other: (attach additional sheets if necessary)

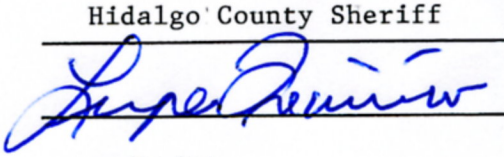
Description: Payment of lien on a seized vehicle	$ 1,574.55	
Description: Court Costs	$ 10,398.56	
Description:	$	Other Total $ 11,973.11

TOTAL EXPENDITURES: $ 65,125.84

CERTIFICATION

NAME OF AGENCY OFFICIAL: Guadalupe Trevino

TITLE: Hidalgo County Sheriff

SIGNATURE: 

DATE: 02/21/08

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Law Enforcement Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548
kent.richardson@oag.state.tx.us
(512)936-1348
FAX (512)494-8283

renee.gray@oag.state.tx.us
(512)305-8882

AI-8047 **17.A.**

Order Closing, Abandoning and Vacating
CC REGULAR

Date: 02/26/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

1. Authorization to rescind Order Closing 3.0633 Acres of Roadway out of block 18 Santa Cruz Gardens No. 2

2. Requesting authorization for approval of Order Closing, Abandoning and Vacating 3.3826 acres of roadway out of Block 18 Santa Cruz Gardens Unit No. 2 Hidalgo County, Texas

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1200-431-00-260-001-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
No budgetary impact

Attachments

Link: Exhibit A
Link: Exhibit B

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2008 04:02 PM	APRV
2	Dale Kennan	Dale Kennan	02/21/2008 04:27 PM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 10:05 AM	APRV
4	Purchasing Department	Marty Salazar	02/22/2008 02:11 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 02:29 PM	APRV

Form Started By: Sandra Garcia Started On: 02/20/2008 04:50 PM

Final Approval Date: 02/22/2008

STATE OF TEXAS

COUNTY OF HIDALGO

ORDER CLOSING, ABANDONING AND VACATING 3.0633 ACRES OF ROADWAY BEING AN UNOPENED COUNTY ROAD OUT OF SANTA CRUZ GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS

WHEREAS, the Commissioners Court of Hidalgo County, on the 13th day of November 2007, at a duly called and noticed meeting of the Hidalgo County Commissioners Court at which a quorum was present came to be heard facts and information concerning abandoning, closing and vacating an unopened county road being a 3.0633 acre tract of land (the "Road") more particularly described by meets and bounds as attached hereto as Exhibit "A" and made a part hereof.

WHEREAS, the Commissioners Court has determined it has no purpose or use for the Road; that such Road is unopened and is not currently in use; that there is no foreseeable need or use in the future for the Road;

WHEREAS, The Commissioners Court has examined factual evidence and is not opposed to Hidalgo County abandoning, closing and vacating the Road;

NOW THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED that the Commissioners Court of Hidalgo County based on the facts presented, does hereby unanimously agree to abandon, close and vacate the Road as described in Exhibit "A".

BE IT FURTHER ORDERED that, in accordance with Texas Transportation Code Section 251.058 (b), title to the portion of the public road that is closed, abandoned, and vacated to the center line of the road vests on the date this Order is signed by the County Judge in the owners of the property that abut the portion of the road being closed, abandoned and vacated. A copy of this Order shall be filed in the deed records of Hidalgo County and serves as the official instrument of conveyance from Hidalgo County to the owner of the abutting property.

WHEREUPON, Commissioner Palacios moved for the adoption of said Order, said Motion being seconded by Commissioner Flores and duly adopted by all members of the Court present voting "aye".

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

October 17, 2007

METES AND BOUNDS DESCRIPTION
3.0633 ACRES OUT OF BLOCK 18
SANTA CRUZ GARDENS UNIT No. 2
HIDALGO COUNTY, TEXAS

F. M. ROAD 2812 RIGHT-OF-WAY

A tract of land containing 3.0633 acres (133,440.2 square feet) situated in the County of Hidalgo, Texas, being the North 60.00 feet of a tract of land out of BLOCK 18, SANTA CRUZ GARDENS UNIT NO. 2 SUBDIVISION, according to the plat thereof recorded in Volume 8, Page 28, Hidalgo County Map Records, which said tract of land was conveyed to AGS 2812, LLC, by virtue of a Warranty Deed dated May 20, 2004, recorded under Document # 1354189, Hidalgo County Official Records, said 3.0633 acres (133,440.2 square feet) also being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 1, Block 18, Santa Cruz Gardens Unit No. 2 for the Northwest corner of this tract;

1. THENCE, S 81° 21' 27" E along the North line of Block 18 and within the right-of-way of FM Road 2812, a distance of 2,223.90 feet to the Northeast corner of Lot 7, Block 18, for the Northeast corner of this tract;

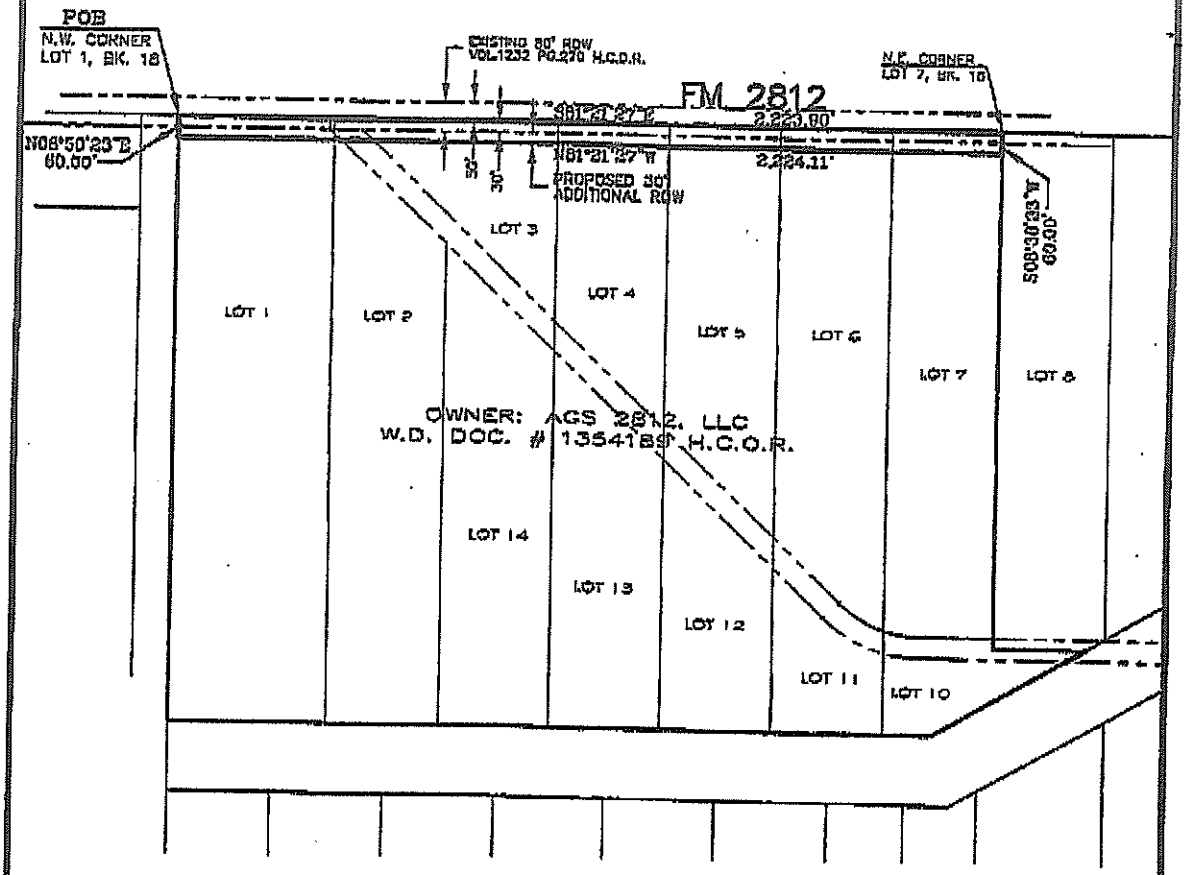
2. THENCE, S 08° 38' 33" W along the East line of Lot 7, Block 18, at a distance of 30.00 feet pass the existing South right-of-way line of F.M. Road 2812, continuing a total distance of 60.00 feet to the Southeast corner of this tract;

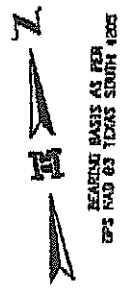
3. THENCE, N 81° 21' 27" W along the hereby proposed South right-of-way line of FM Road 2812, a distance of 2,224.11 feet to the Southwest corner of this tract;

4. THENCE, N 08° 50' 23" E along the West line of Lot 1, Block 18 , at a distance of 30.00 feet pass the existing South right-of-way line of F.M. Road 2812, continuing a total distance of 60.00 feet to the POINT OF BEGINNING, and containing 3.0633 acres (133,440.2 square feet), of which 1.5297 acres (66,635.7 square feet) lie within the existing right-of-way of F.M. Road 2812, leaving the hereby proposed additional 1.5336 acres (66,804.5 square feet) of land, more or less.

Prepared by:
MELDEN & HUNT, INC.
Consultants, Engineers, Surveyors
115 West McIntyre
Edinburg, Texas 78541
(956) 381-0981

T:\SURVEY\07010\259\M&B FM 2812.doc





SCALE:1"=400'

PLAT SHOWING
3.0633 AC.(133,440.2 S.F.)
BEING A PROPOSED ROAD ROW
OUT OF BLOCK 18
SANTA CRUZ GARDENS UNIT No. 2
VOLUME 8, PAGE 28 H.C.M.R.
HIDALGO COUNTY, TEXAS

PREPARED BY:

MELDEN & HUNT INC
CONSULTANTS • ENGINEERS • SURVEYORS
227 N. FM 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8258
FAX: (956) 488-8591
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
www.meldenandhunt.com

DATE: OCTOBER 17, 2007
JOB No. 07010.29
REF. JOB No. 07002.27
REF. JOB No. 04004.55
T:\D\SURVEY\2007\07010.29\DWG
DRAWN BY: M.T.C.

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February 16, 2007

METES AND BOUNDS DESCRIPTION
3.3826 ACRES OUT OF BLOCK 18
SANTA CRUZ GARDENS UNIT No. 2
HIDALGO COUNTY, TEXAS

A tract of land containing 3.3826 acres (147,345 square feet) situated in the County of Hidalgo, Texas, being all that portion of a dedicated 60-foot County Road right-of-way (not open), located within a certain 87.20-acre tract out of Lots 1 thru 7 and 10 thru 13, Block 18, Santa Cruz Gardens Unit No. 2 Subdivision, according to the plat thereof recorded in Volume 8, Page 28, Hidalgo County Map Records, said 3.3826 acres (147,345 square feet) also being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 1, Block 18, Santa Cruz Gardens Unit No. 2;

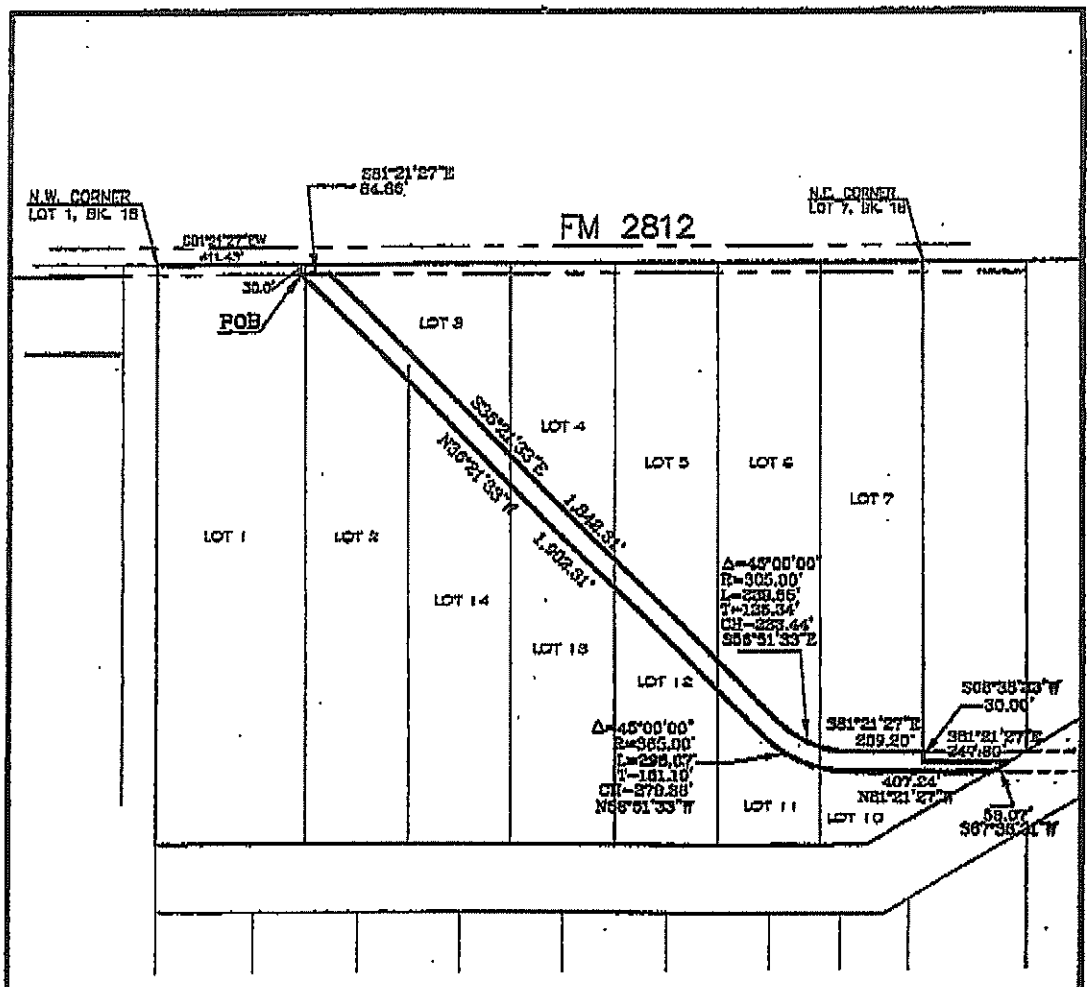
THENCE, S 81° 21' 27" E along the North line of Block 18 and within the right-of-way of FM Road 2812, a distance of 411.43 feet;

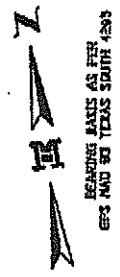
THENCE, S 08° 38' 33" W a distance of 30.00 feet to a point on the South right-of-way line of FM Road 2812, for the POINT OF BEGINNING of this herein described tract;

1. THENCE, S 81° 21' 27" E along the South right-of-way line of FM Road 2812, a distance of 84.86 feet;
2. THENCE, S 36° 21' 33" E a distance of 1,842.31 feet to the point of curvature for a curve to left;
3. THENCE, along said curve to the left with a central angle of 45° 00' 00", a radius of 305.00 feet, an arc length of 239.55 feet, a tangent of 126.34 feet, and a chord that bears S 58° 51' 33" E a distance of 233.44 feet to the point of tangency;
4. THENCE, S 81° 21' 27" E a distance of 209.20 feet;
5. THENCE, S 08° 38' 33" W along the East line of Lot 7, Block 18, a distance of 30.00 feet;
6. THENCE, S 81° 21' 27" E a distance of 247.80 feet;
7. THENCE, S 67° 38' 31" W a distance of 58.07 feet;
8. THENCE, N 81° 21' 27" W a distance of 407.24 feet to the point of curvature for a curve to right;
9. THENCE, along said curve to the right with a central angle of 45° 00' 00", a radius of 365.00 feet, an arc length of 286.67 feet, a tangent of 151.19 feet, and a chord that bears N 58° 51' 33" W a distance of 279.36 feet to the point of tangency;
10. THENCE, N 36° 21' 33" W a distance of 1,902.31 feet to the POINT OF BEGINNING, and containing 3.3826 acres (147,345 square feet) of land, more or less.

Prepared by:
MELDEN & HUNT, INC.
Consultants, Engineers, Surveyors
115 West McIntyre
Edinburg, Texas 78541
(956) 381-0981

T:\SURVEY\07000\07MAB.doc 02/16/07





SCALE:1"=400'

PLAT SHOWING
3.3826 AC.(147,345 S.F.)
BEING A 60-FOOT ROAD ROW (NOT OPEN)
ACROSS BLOCK 18
SANTA CRUZ GARDENS UNIT No. 2
VOLUME 8, PAGE 28 H.C.M.R.
HIDALGO COUNTY, TEXAS

PREPARED BY:

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
515 E. 2nd St.
RIO GRANDE CITY, TX 78582
PH: (956) 487-8200
FAX: (956) 488-8581
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
www.meldenandhunt.com

DATE: FEBRUARY 16, 2007
JOB No. 07002.27
REF. JOB No. 04004.55
T:\C\SURVEY\2007\07002.27\DWG
DRAWN BY: M.T.C.

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AI-8055 **17.B.**

Work Payment Agreement
CC REGULAR

Date: 02/26/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Authorization for discussion, consideration and/or approval to enter in a Work Payment Agreement with AEP Texas - Transmission Services for relocation of utility pole on the North I Road Project - Approved by Commissioner's Court 12/19/2000.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1315-431-00-122-016-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding for this project was allocated on CC12/11/2007. Work will entail the relocation of a "power pole" (utilities) by AEP at the intersection of Owassa & "I" Road.

Attachments

Link: Work Payment Agreement
Link: Pole Relocation 1
Link: Pole Relocation 2
Link: Pole Relocation 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 09:01 AM	APRV
2	Rey Salazar	Rey Salazar	02/22/2008 11:44 AM	APRV
3	Auditor's Office		02/22/2008 05:11 PM	NEW

Form Started By: Sandra Garcia Started On: 02/21/2008 08:46 AM

Final Approval Date: 02/22/2008

Wallace A. Middleton
AEP TEXAS Representative

WORK PAYMENT AGREEMENT

I, JUAN D. SALINAS, III, COUNTY JUDGE
Requesters Name

as agent of, HIDALGO COUNTY
Company

request and authorize AEP TEXAS to perform the following work:

Relocate structure 62 and ad 61B at I road and Owassa to accommodate road widening

I guarantee the actual cost of work, estimated at $132,952.00 will be paid by

HIDALGO COUNTY whose mailing address
Company

Is 100 E. CANO 2ND FLOOR EDINBURG, TEXAS 78539

Dated this _____ Day of _____ , 20 _____.

By : _____ COUNTY JUDGE
Name Title

Prepared this 26 day of November, 2007
AEP Texas Transmission Services
Prepared By: Wallace A. Middleton
Phone: 361-881-5353


FREE
CELL PHONES
221-4411
NO CONTRACT
NO $$$ NEEDED
30


STOP
4-WAY


GUERRA
30
PACKAGING INC.
Edinburg Worship Center
(956) 380—3668

AI-8019 **18.A.**

North San Juan Park Retainage Amount not Reimbursed by the Grant
CC REGULAR

Date: 02/26/2008
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Information

CAPTION

Requesting approval to pay the retainage amount of $1,565.01 from the Pct #2 Parks Account #7-1212-452-00-122-008-0-739 (Other Structures). This retainage amount was withheld from payment #4 to Van-Tech Landscaping on July 10, 2007 and was not released until December 26, 2007 with check #02-00325984 due to some issues the County had with Van-Tech Inc. Texas Parks & Wildlife Grant did not reimburse Hidalgo County 50% of this amount as the amount was not paid and copy of the "paid" check was not submitted to Texas Parks & Wildlife Department by the end of the grant period which was August 31, 2007. The other 50% would have been covered by matching funds from the Cert. of Obligation 2001 only if the Grant would have paid 50% of the cost.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available to pay pending invoice. Available balance of $223,374.75 as of 2/21/08.

Attachments

Link: my documents

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2008 03:35 PM	APRV
2	Dale Kennan	Dale Kennan	02/21/2008 04:02 PM	APRV
3	Auditor's Office		02/22/2008 05:11 PM	PEND

Form Started By: Yolanda Cisneros Started On: 02/20/2008 11:17 AM

Final Approval Date: 02/22/2008

COUNTY OF HIDALGO
EDINBURG, TEXAS

FIRST NATIONAL BANK
MEMBER FDIC
88-2141/1149

SPECIAL REVENUE FUNDS

Check Date	Check No.	Amount
07/10/07	00320935	$14,085.09

VOID AFTER 90 DAYS

was allowed by the Commissioners Court of Hidalgo County, Texas, at its term of Court indicated above, and to be paid out of the

PAY
FOURTEEN THOUSAND EIGHTY FIVE DOLLARS AND 09 CENTS

NON-NEGOTIABLE COUNTY TREASURER

TO THE ORDER OF
VAN-TECH LANDSCAPING & EROSION CONTROL, INC
1222-A E EXPWY 83
SAN JUAN TX 78589

Witness my hand and seal of said court

NON-NEGOTIABLE COUNTY AUDITOR

Pay the above stated amount to the order of the payee named.

NON-NEGOTIABLE COUNTY CLERK

COPY COPY COPY COPY COPY

DATE	CHECK NO.	VENDOR NO.
07/10/07	00320935	331465

VENDOR: VAN-TECH LANDSCAPING & EROSION

INVOICE	DESCRIPTION	P.O. NUMBER	AMOUNT PAID
NO. 4	POND/WETLAND CONST. NSJPARK	569486	15,650.10
NO. 4	RET. PAY POND/WETLAND CONST. NSJP		-1,565.01

Account No	Payment Amount Total
7-1287-206-00-000-001-0-000	-1,565.01
7-1287-452-00-122-019-5-739	15,650.10

SCANNED
JUL 26 07
HIDALGO COUNTY
AUDITOR'S OFFICE

11270

APPLICATION FOR PAYMENT NO. 4

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Van Tech Landscaping & Erosion Control Inc. (CONTRACTOR)
Contract: C-06-098-03-15-VGG
Project: POND/WETLAND CONSTRUCTION FOR THE NORTH SAN JUAN PARK - HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No. C-06-098-03-15-VGG ENGINEER's Project No. ENG01.002
For Work accomplished through the date of: 4/10/2007

1.	Original Contract Price:		$ 115,060.10
2.	Net change by Change Orders and Written Agreements (+ or -):		$ -
3.	Current Contract Price (1 plus 2):		$ 115,060.10
4.	Total completed and stored to date:		$ 115,060.10
5.	Retainage (per Agreement):		
	10 % of completed Work:	$ 11,506.01	
	% of stored material:	$ -	
	Total Retainage:		$ 11,506.01
6.	Total completed and stored to date less retainage (4 minus 5):		$ 103,554.09
7.	Less previous Application for Payments:		$ 99,410.00
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		**$ 14,085.09**

Accompanying Documentation:

HP
569486
7-1287-452-00-122-019-5-739
Req. #92157

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 4 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 4/13/07

Van Tech Landscaping & Erosion Control Inc.
CONTRACTOR
By: Vangie DeLeon

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 13th
day of APRIL 2007

Notary Public
My Commission expires: 12/16/07

JAIME JAIMEZ, JR.
MY COMMISSION EXPIRES
December 16, 2007

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 4/13/07

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: [illegible] P.E.

INVOICE RECEIVED BY:
[illegible] ON 4/16/07
GOODS/SERVICES RECEIVED BY:
Director [illegible] ON 4/16/07

RECEIVED BY COUNTY AUDITOR
JUL 3 PM 1 51

DD 7/16/07

ıctor Name
ıg Date
ıt Ending Date
ıeer's / County Project Description

Application No.: 4
Application Date: 4/10/2007
Period To: 4/10/2007
Engineer's / County Project No.: C-06-098-03-15-VGG

	Original Schedule Value			Revised Schedule Value		Application #1			Application #2			Application #3			Application #4				Balance To Finish	
Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
$ 3,200.00	1.00	$ 3,200.00	$ 3,200.00	1.00	$ 3,200.00	-	-	$ -	-	-	$ -	-	-	$ -	1.00	1.00	$ 3,200.00	$ 3,200.00	0.00	$ -
$ 1,350.00	1.00	$ 1,350.00	$ 1,350.00	1.00	$ 1,350.00	-	-	$ -	-	-	$ -	-	-	$ -	1.00	1.00	$ 1,350.00	$ 1,350.00	0.00	$ -
$ 15.83	600.00	$ 9,498.00	$ 15.83	600.00	$ 9,498.00	300.00	300.00	$ 4,749.00	300.00	600.00	$ 4,749.00	-	600.00	$ -	-	600.00	$ -	$ 9,498.00	0.00	$ -
$ 5,500.00	1.00	$ 5,500.00	$ 5,500.00	1.00	$ 5,500.00	-	-	$ -	-	-	$ -	1.00	1.00	$ 5,500.00	-	1.00	$ -	$ 5,500.00	0.00	$ -
$ 1.45	14,810.00	$ 21,474.50	$ 1.45	14,810.00	$ 21,474.50	7,405.00	7,405.00	$ 10,737.25	7,405.00	14,810.00	$ 10,737.25	-	14,810.00	$ -	-	14,810.00	$ -	$ 21,474.50	0.00	$ -
$ 1.00	6,000.00	$ 6,000.00	$ 1.00	6,000.00	$ 6,000.00	-	-	$ -	-	-	$ -	-	-	$ -	6,000.00	6,000.00	$ 6,000.00	$ 6,000.00	0.00	$ -
$ 335.00	90.00	$ 30,150.00	$ 335.00	90.00	$ 30,150.00	-	-	$ -	-	-	$ -	90.00	90.00	$ 30,150.00	-	90.00	$ -	$ 30,150.00	0.00	$ -
$ 2.15	15,250.00	$ 32,787.50	$ 2.15	15,250.00	$ 32,787.50	7,625.00	7,625.00	$ 16,393.75	7,625.00	15,250.00	$ 16,393.75	-	15,250.00	$ -	-	15,250.00	$ -	$ 32,787.50	0.00	$ -
$ 3,650.00	1.00	$ 3,650.00	$ 3,650.00	1.00	$ 3,650.00	-	-	$ -	-	-	$ -	-	-	$ -	1.00	1.00	$ 3,650.00	$ 3,650.00	0.00	$ -
$ 85.30	17.00	$ 1,450.10	$ 85.30	17.00	$ 1,450.10	-	-	$ -	-	-	$ -	-	-	$ -	17.00	17.00	$ 1,450.10	$ 1,450.10	0.00	$ -
		$ 115,060.10			$ 115,060.10			$ 31,880.00			$ 31,880.00			$ 35,650.00			$ 15,650.10	$ 115,060.10		$ -

Checked By: Signature: Luis J. Mata P.E. Date: 4/13/07

Printed Name: Luis J. Mata

RECEIVED BY
COUNTY AUDITOR
2007 APR 13 PM 3

Purchase Order

COUNTY OF HIDALGO

PO#: 569486

DATE: 06/29/06

VENDOR: 331465 REQ:00092157

Email

Phone

VAN-TECH LANDSCAPING & EROSION
CONTROL, INC
1222-A E EXPWY 83
SAN JUAN TX 78589

BUYER: YCISNEROS
SHIP TO: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

CONTACT:
SITE: HIDALGO CO. PCT 2

Special Instructions: REQ. #0058

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		NORTH SAN JUAN PARK		
1	EACH	CONSTRUCTION OF POND/WETLAND POND/WETLAND	115,060.10	115,060.10
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		115,060.10

****

For Hidalgo County use only

6-1287-452-00-122-019-5-739 115,060.10

Inv. date	Inv. #	Inv. Amt	Ret. Amt	Ret Bal	Ck Amt	P.O. Bal	Ck date	Ck #
6/26/06	NO.1	$ 31,880.00	3,188.00	3,188.00	28,692.00	83,160.10	8/8/06	308516
7/11/06	NO.2	$ 31,880.00	3,188.00	6,376.00	28,692.00	51,310.10	8/8/06	308516
7/27/06	NO.3	35,650.00	3,565.00	9,941.00	32,085.00	15,050.10	8/21/06	

6-1287-200-00-000-00-0-004

Authorized by: Martha L. Salazar

AI-8024 **19.A.**

Pct #3 CAP

CC REGULAR

Date: 02/26/2008
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Information

CAPTION

Approval of 2008 interdepartmental transfer for Precinct #3 Colonia Access Program from Trevino's (program 064) to Country Estates Diosa and Earth Road (programs 065, 066) in the amount of $100,108.35.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1310-431-00-123-XXX-X-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1310-431-00-123-064-0-339 --> 8-1310-431-00-123-065-0-731 $2,526.50
Available balance as of 2/22/08 $2,526.50

8-1310-431-00-123-064-0-731 --> 8-1310-431-00-123-065-0-731 $47,527.68
Available balance as of 2/22/08 $97,581.85

8-1310-431-00-123-064-0-731 --> 8-1310-431-00-123-066-0-731 $50,054.17
Available balance as of 2/22/08 $97,581.85

Attachments

Link: AI- 8024

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2008 03:39 PM	APRV
2	Veronica Lopez	Veronica Lopez	02/22/2008 09:37 AM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 10:24 AM	APRV
4	Purchasing Department	Marty Salazar	02/22/2008 02:09 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 02:29 PM	APRV

Form Started By: Norma Ceballos Started On: 02/20/2008 11:58 AM

Final Approval Date: 02/22/2008

INTER-DEPARTMENTAL TRANSFER

DATE: February 26, 2008

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 8-1310-431-00-123-XXX-X-XXX

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration 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:		
8-1310-431-00-123-064-0-339	Trevino's 4- Other Prof. Services	(2,526.50)
8-1310-431-00-123-064-0-731	Trevino's 4- Roads	(97,581.85)
TO:		
8-1310-431-00-123-065-0-731	County Est/Diosa- Road	2,526.50
8-1310-431-00-123-065-0-731	County Est/Diosa- Road	47,527.68
8-1310-431-00-123-066-0-731	County Est2/Earth- Road	50,054.17
	Total Budget (Increase/Decrease)	**0.00**

REASON: Cover expected services.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-8032 **20.A.**

Precinct #4 Funds
CC REGULAR

Date: 02/26/2008
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Area: Precinct #4

Information

CAPTION

Approval of 2008 appropriation of funds into Precinct #4 - Road & Bridge & Administration funds (1204) in the amount of $832,971.24.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-00X-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation in the amount of $832,971.24 into various R&B and Adm. fund accounts for Pct. No. 4. Available balance in fund balance as of 2/22/08 $862,312.32

Attachments

Link: AI- 8032

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2008 03:52 PM	APRV
2	Veronica Lopez	Veronica Lopez	02/22/2008 10:10 AM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 10:29 AM	APRV
4	Purchasing Department	Marty Salazar	02/22/2008 02:09 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 02:29 PM	APRV

Form Started By: Jr. Munoz Started On: 02/20/2008 02:21 PM

Final Approval Date: 02/22/2008

DATE: February 20, 2008

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr - Pct. No. 4

DEPARTMENT NAME: Pct. No. 4 - R&B Fund (#1204)
Pct. No. 4 - Administraion Fund (#1204)

ACCOUNT NUMBER: 8-1204-431-00-124-007-0-
ACCOUNT NUMBER: 8-1204-431-00-124-005-0-

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

INCREASE OBJECT	ACCOUNT (OBJECT) NAME	AMOUNT
8 1204 431 00 124 007 0 339	Other Professional Services	100.00
8 1204 431 00 124 007 0 346	Hauling & Freight Services	70,418.87
8 1204 431 00 124 007 0 411	Water	2,000.00
8 1204 431 00 124 007 0 413	Elec Surveiliance & Security	300.00
8 1204 431 00 124 007 0 531	Telephone	500.00
8 1204 431 00 124 007 0 604	Chem, Drugs, Meds & Lab Supplies	1,000.00
8 1204 431 00 124 007 0 613	Safety Supplies	25,000.00
8 1204 431 00 124 007 0 622	Electricity	5,000.00
8 1204 431 00 124 007 0 673	Road Material	42,253.38
8 1204 431 00 124 007 0 679	Other R&M Supplies	25,000.00
8 1204 431 00 124 007 0 711	Row	93,898.99
8 1204 431 00 124 007 0 741	Vehicles	60,000.00
8 1204 431 00 124 007 0 742	Heavy Equipment	20,000.00
8 1204 431 00 124 007 0 890	Other	450,000.00
8 1204 431 00 124 005 0 411	Water	2,000.00
8 1204 431 00 124 005 0 413	Elec Surveiliance & Security	1,000.00
8 1204 431 00 124 005 0 425	Pest Control	500.00
8 1204 431 00 124 005 0 531	Telephone	3,000.00
8 1204 431 00 124 005 0 622	Electricity	3,000.00
8 1204 431 00 124 005 0 745	Computer Equipment	3,000.00
8 1204 431 00 124 005 0 746	Office Furniture	15,000.00
8 1204 431 00 124 005 0 890	Other	10,000.00
	TOTAL BUDGET INCREASE -FUND 1204	832,971.24

REASON: Expected expenses

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-8035 **20.B.**

Pct. #4 Funds

CC REGULAR

Date: 02/26/2008
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Area: Precinct #4

Information

CAPTION

Approval of 2008 appropriation of funds into Precinct #4 - Parks fund (1214) in the amount of $181,058.64.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1214-452-00-124-009-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available for appropriation in the total amount of $ 181,058.64 as of 02/22/08.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2008 03:54 PM	APRV
2	Erika Reyna	Erika Reyna	02/22/2008 02:04 PM	APRV
3	Auditor's Office		02/22/2008 05:11 PM	NEW
Form Started By: Jr. Munoz			Started On: 02/20/2008 02:42 PM	
Final Approval Date: 02/22/2008				

DATE: February 20, 2008

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr - Pct. No. 4

DEPARTMENT NAME: Pct. No. 4 - Parks Fund (#1214)

ACCOUNT NUMBER: 8-1214-452-00-124-009-0-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 department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT	ACCOUNT (OBJECT) NAME	AMOUNT
8 1214 452 00 124 009 0 532	Cell Phone	100.00
8 1214 452 00 124 009 0 622	Electricity	5,000.00
8 1214 452 00 124 009 0 739	Other Structures	50,000.00
8 1214 452 00 124 009 0 741	Vehicles	28,389.67
8 1214 452 00 124 009 0 890	Other	97,568.97
TOTAL BUDGET INCREASE -FUND 1214		181,058.64

REASON: Expected expenses

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-8021 **21.A.5.**

HIDALGO COUNTY - GUARD RAIL BEAM
CC REGULAR

Date: 02/26/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and action to award the sole bid received for Bid#08-014-02-13-lrm "New & Used Guard Rail Beam Materials & Installation"

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** multiple depts-obj 433
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

For funding availability see the attached expense report for object code 433 (as needed basis).

Attachments

Link: grid
Link: expense report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/21/2008 07:43 AM	APRV
2	Budget & Management	Dina Trevino	02/21/2008 03:36 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/22/2008 09:42 AM	APRV
4	Auditor's Office	Linda Fong	02/22/2008 01:00 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 01:32 PM	APRV

Form Started By: Laura Moya Started On: 02/20/2008 11:31 AM

Final Approval Date: 02/22/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: February 13, 2008	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: " NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"	
BID NO: 2008-014-02-13-LRM	**BUYER: Laura Renteria-Moya**

BID # RFB#	NAME OF COMPANY	UNIT PRICE New Guard	UNIT PRICE Used Gard	BID BOND OR CHECK INCLUDE
#1	Guerra Construction	$ 14.50 $15.00	$ 15.00 $17.00	
#2				
#3				
#4				
#5				
#6				
#7				
#8				
#9				

HIDALGO COUNTY
"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"
BID NO.: 08-014-02-13-LRM

BID PAGE

NEW & USED GUARD RAIL
(Costs to include Materials & Installation)

Item Description	Unit	Unit Bid Price
New Guard Rail	LF	$ 18.50
New Guard Rail (Curved)	LF	$ 20.00

Item Description	Unit	Unit Bid Price
Used Guard Rail	LF	$ 15.00
Used Guard Rail (Curved)	LF	$ 17.00

BIDDER/COMPANY NAME: Guerra Construction

ADDRESS: 2909 W. Iris

CITY/STATE/ZIP CODE: McAllen TX 78501

PHONE & FAX NO.'S: 956-969-9674

CELLULAR & BEEPER NO.'S: 956-607-7487

AUTHORIZED SIGNATURE: Ricardo R. Guerra

PRINTED NAME: Ricardo R. Guerra

TITLE: Owner

HIDALGO COUNTY
"GUARD RAIL BEAM MATERIALS & INSTALLATION FOR VARIOUS CAPITOL IMPROVEMENTS AND/OR ROAD & BRIDGE PROJECTS"
BID NO. 06-053-02-08CGV
BID PAGE

946

FEB - 8 2006

NEW & USED GUARD RAIL
(Costs to include Materials & Installation)

Item Description	Unit	Unit Bid Price
New Guard Rail	LF	$ 18.00 LF
New Guard Rail (Curved)	LF	$ 20.00 LF

Item Description	Unit	Unit Bid Price
Used Guard Rail	LF	$ 14.00 LF
Used Guard Rail (Curved)	LF	$ 15.00 LF

BIDDER/COMPANY NAME: Guerra Construction

ADDRESS: 2909 W. Iris

CITY/STATE/ZIP CODE: McAllen Tx 78501

PHONE NUMBER: 956-607-7487

FAX NUMBER: 969-9674 CELLULAR NUMBER: 968-6773

AUTHORIZED SIGNATURE:

PRINTED NAME: Ricardo Guerra

TITLE: Owner

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1201 R&B PRECINCT NO.1							
8-1201-431-00-121-005-0-433	PCT.1 P/U RD-R&B R&M SERVICE	100,000.00	100,000.00	.00	37,800.00	62,200.00	37.80
8-1201-431-00-121-007-0-433	PCT.1 LATERAL ROAD-R&B R&M SERVICE	.00	406.24	.00	.00	406.24	.00
1201 R&B PRECINCT NO.1		**100,000.00**	**100,406.24**	**.00**	**37,800.00**	**62,606.24**	**37.65**
1202 R&B PRECINCT NO.2							
8-1202-431-00-122-006-0-433	PCT.2 P/U RD-R&B R&M SERVICE	1,000.00	1,000.00	.00	.00	1,000.00	.00
1202 R&B PRECINCT NO.2		**1,000.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
1203 R&B PRECINCT NO.3							
8-1203-431-00-123-005-0-433	PCT.3 P/U RD-R&B R&M SERVICE	15,000.00	15,000.00	.00	.00	15,000.00	.00
1203 R&B PRECINCT NO.3		**15,000.00**	**15,000.00**	**.00**	**.00**	**15,000.00**	**.00**
1204 R&B PRECINCT NO.4							
8-1204-431-00-124-007-0-433	PCT.4 P/U RD-R&B R&M SERVICE	40,000.00	40,000.00	2,500.00	3,975.90	33,524.10	16.19
1204 R&B PRECINCT NO.4		**40,000.00**	**40,000.00**	**2,500.00**	**3,975.90**	**33,524.10**	**16.19**
8 YEAR		**156,000.00**	**156,406.24**	**2,500.00**	**41,775.90**	**112,130.34**	**28.31**

AI-8048 **21.A.6.**

Authrority to advertise and approval of specificatons for Master Plumber and Master Electrician.

CC REGULAR

Date: 02/26/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to advertise and aproval of specifications for a request for bids as herein attached for the following county wide services:
a. Master Electrician
b. Master Plumber

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

For funding availability please see the attached 2008 Expense Report (dated as of 2/22/08).

Attachments

Link: 2008 Exp Rpt for Obj 431 - 2/22/08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/21/2008 08:57 AM	APRV
2	Budget & Management	Dina Trevino	02/21/2008 04:02 PM	APRV
3	Dale Kennan	Dale Kennan	02/22/2008 07:55 AM	APRV
4	Auditor's Office	Linda Fong	02/22/2008 01:55 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 02:29 PM	APRV

Form Started By: Moises Salazar Started On: 02/20/2008 04:53 PM

Final Approval Date: 02/22/2008

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-412-00-005-001-0-431	275TH DC-BLDG R&M SERVICE	180.00	.00	.00	.00	180.00	.00
8-1100-412-00-022-001-0-431	CCL#2-BLDG R&M SERVICE	.00	3,587.50	.00	.00	-3,587.50	.00
8-1100-412-00-026-001-0-431	CCL#6-BLDG R&M SERVICE	250.00	.00	.00	.00	250.00	.00
8-1100-412-00-061-001-0-431	JP PCT 1/PL 1-BLDG R&M SERVICE	500.00	.00	.00	.00	500.00	.00
8-1100-412-00-062-001-0-431	JP PCT 1/PL 2-BLDG R&M SERVICE	683.00	.00	.00	.00	683.00	.00
8-1100-412-00-064-001-0-431	JP PCT 2/PL 2-BLDG R&M SERVICE	300.00	.00	.00	.00	300.00	.00
8-1100-412-00-068-001-0-431	JP PCT 4/PL 2-BLDG R&M SERVICE	400.00	140.00	.00	.00	260.00	35.00
8-1100-412-00-090-001-0-431	DIST CLERK-BLDG R&M SERVICE	6,500.00	.00	.00	.00	6,500.00	.00
8-1100-412-30-085-003-0-431	PUBLIC DEFENDER-BLDG R&M SERVICE	2,300.00	.00	.00	.00	2,300.00	.00
8-1100-414-00-130-001-0-431	ELECTIONS DEPT-BLDG R&M SERVICE	1,600.00	550.00	.00	.00	1,050.00	34.38
8-1100-415-00-200-002-0-431	COMPUTER DEPT-BLDG R&M SERVICES	45,000.00	913.06	.00	.00	44,086.94	2.03
8-1100-415-14-115-001-0-431	DBM-BUDGET DIV-BLDG R&M SERVICE	1,100.00	926.75	.00	.00	173.25	84.25
8-1100-415-15-140-001-0-431	TAX OFF-BLDG R&M SERVICE	5,000.00	95.00	.00	.00	4,905.00	1.90
8-1100-415-21-170-001-0-431	CO AUDITOR-BLDG R&M SERVICE	200.00	.00	.00	.00	200.00	.00
8-1100-415-40-180-001-0-431	CO CLERK-BLDG R&M SERVICE	570.00	.00	.00	.00	570.00	.00
8-1100-415-40-180-002-0-431	CO CLERK RECORD ARCHIVE-BLDG R&M SERVICE	1,164,809.73	.00	.00	.00	1,164,809.73	.00
8-1100-415-50-190-001-0-431	CIVIL SERVICE-BLDG R&M SERVICE	200.00	.00	.00	.00	200.00	.00
8-1100-415-50-190-002-0-431	HUMAN RESOURCES-BLDG R&M SERVICE	350.00	.00	.00	.00	350.00	.00
8-1100-419-40-220-001-0-431	GEN GOVT BLDG-BLDG R&M SERVICE	378,705.00	142,340.43	13,729.12	13,729.12	222,635.45	41.21
8-1100-419-50-115-059-0-431	DBM-SAFETY DIV-BLDG R&M SERVICE	100.00	.00	.00	.00	100.00	.00
8-1100-421-00-280-001-0-431	SHERIFF-BLDG R&M SERVICE	10,000.00	695.00	.00	.00	9,305.00	6.95
8-1100-423-00-320-001-0-431	ADULT PROB-BLDG R&M SERVICE	1,000.00	.00	.00	.00	1,000.00	.00
8-1100-423-21-280-002-0-431	JAIL-BLDG R&M SERVICE	80,000.00	12,543.50	3,626.50	3,626.50	63,830.00	20.21
8-1100-423-32-330-001-0-431	JUV DET HM-BLDG R&M SERVICE	4,500.00	.00	.00	.00	4,500.00	.00
8-1100-432-00-121-001-0-431	SANITATION PCT.1-BLDG R&M SERVICE	500.00	.00	.00	.00	500.00	.00
8-1100-432-00-123-001-0-431	SANITATION PCT.3-BLDG R&M SERVICE	10,000.00	.00	.00	.00	10,000.00	.00
8-1100-441-00-340-001-0-431	HEALTH ADM-BLDG R&M SERVICE	2,000.00	.00	.00	.00	2,000.00	.00
8-1100-441-00-340-003-0-431	HEALTH CLINICS-BLDG R&M SERVICE	2,000.00	.00	.00	.00	2,000.00	.00
1100 GENERAL FUND		**1,718,747.73**	**161,791.24**	**17,355.62**	**17,355.62**	**1,539,600.87**	**10.42**

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1200 R&B COUNTY WIDE							
8-1200-431-00-122-004-0-431	CO SHOP-BLDG R&M SERVICE	250.00	.00	.00	.00	250.00	.00
1200 R&B COUNTY WIDE		**250.00**	**.00**	**.00**	**.00**	**250.00**	**.00**
1201 R&B PRECINCT NO.1							
8-1201-431-00-121-004-0-431	PCT.1 RD ADM-BLDG R&M SERVICE	1,500.00	.00	.00	.00	1,500.00	.00
8-1201-431-00-121-005-0-431	PCT.1 P/U RD-BLDG R&M SERVICE	2,000.00	140.00	.00	.00	1,860.00	7.00
1201 R&B PRECINCT NO.1		**3,500.00**	**140.00**	**.00**	**.00**	**3,360.00**	**4.00**
1202 R&B PRECINCT NO.2							
8-1202-431-00-122-005-0-431	PCT.2 RD ADM-BLDG R&M SERVICE	9,000.00	.00	.00	.00	9,000.00	.00
8-1202-431-00-122-006-0-431	PCT.2 P/U RD-BLDG R&M SERVICE	2,000.00	.00	.00	.00	2,000.00	.00
1202 R&B PRECINCT NO.2		**11,000.00**	**.00**	**.00**	**.00**	**11,000.00**	**.00**
1203 R&B PRECINCT NO.3							
8-1203-431-00-123-004-0-431	PCT.3 RD ADM-BLDG R&M SERVICE	5,000.00	.00	.00	.00	5,000.00	.00
1203 R&B PRECINCT NO.3		**5,000.00**	**.00**	**.00**	**.00**	**5,000.00**	**.00**
1204 R&B PRECINCT NO.4							
8-1204-431-00-124-007-0-431	PCT.4 P/U RD-BLDG R&M SERVICE	500.00	.00	.00	.00	500.00	.00
1204 R&B PRECINCT NO.4		**500.00**	**.00**	**.00**	**.00**	**500.00**	**.00**
1211 PARKS PRECINCT NO.1							
8-1211-452-00-121-013-0-431	PARKS PCT.1-BLDG R&M SERVICE	500.00	.00	.00	.00	500.00	.00
1211 PARKS PRECINCT NO.1		**500.00**	**.00**	**.00**	**.00**	**500.00**	**.00**
1212 PARKS PRECINCT NO.2							
8-1212-452-00-122-008-0-431	PARKS PCT.2-BLDG R&M SERVICE	1,300.00	.00	.00	.00	1,300.00	.00
1212 PARKS PRECINCT NO.2		**1,300.00**	**.00**	**.00**	**.00**	**1,300.00**	**.00**
1213 PARKS PRECINCT NO.3							
8-1213-452-00-123-008-0-431	PARKS PCT.3-BLDG R&M SERVICE	10,000.00	.00	.00	.00	10,000.00	.00
1213 PARKS PRECINCT NO.3		**10,000.00**	**.00**	**.00**	**.00**	**10,000.00**	**.00**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
8-1222-412-00-080-006-0-431	DA BAD CK-BLDG R&M SERVICE	3,000.00	.00	.00	.00	3,000.00	.00
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**3,000.00**	**.00**	**.00**	**.00**	**3,000.00**	**.00**
1242 JUSTICE COURT TECHNOLOGY FUND 9/01-8/05							
8-1242-412-00-060-001-0-431	JUSTICE CRT TECH-BLDG R&M SERVICE	10,000.00	.00	.00	.00	10,000.00	.00
1242 JUSTICE COURT TECHNOLOGY FUND 9/01-8/05		**10,000.00**	**.00**	**.00**	**.00**	**10,000.00**	**.00**
1243 CONTRIBUTIONS FUND - GC SEC 25.00211							
8-1243-412-00-023-002-0-431	PROBATE COURT-BLDG R&M SERVICE	1,000.00	.00	.00	.00	1,000.00	.00
1243 CONTRIBUTIONS FUND - GC SEC 25.00211		**1,000.00**	**.00**	**.00**	**.00**	**1,000.00**	**.00**
1247 LAW LIBRARY							

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1247 LAW LIBRARY							
8-1247-412-50-100-001-0-431	LAW LIBRARY-BLDG R&M SERVICE	500.00	.00	.00	.00	500.00	.00
1247 LAW LIBRARY		**500.00**	**.00**	**.00**	**.00**	**500.00**	**.00**
1291 HIDTA							
8-1291-412-00-270-002-0-431	HIDTA TF COMMAND CTR-BLDG R&M SERVICE	1,500.00	.00	.00	.00	1,500.00	.00
8-1291-412-00-270-003-7-431	HIDTA TASK FORCE-BLDG R&M SERVICE	960.00	.00	.00	.00	960.00	.00
1291 HIDTA		**2,460.00**	**.00**	**.00**	**.00**	**2,460.00**	**.00**
1292 WIC							
8-1292-441-00-350-001-8-431	WIC ADM-BLDG R&M SERVICE	13,511.55	2,719.50	680.00	680.00	10,112.05	25.16
1292 WIC		**13,511.55**	**2,719.50**	**680.00**	**680.00**	**10,112.05**	**25.16**
1295 POST ADJUDICATION JUVENILE BOOT CAMP							
8-1295-423-00-330-028-0-431	WESL B/C-BLDG R&M SERVICE	35,000.00	9,495.49	.00	.00	25,504.51	27.13
1295 POST ADJUDICATION JUVENILE BOOT CAMP		**35,000.00**	**9,495.49**	**.00**	**.00**	**25,504.51**	**27.13**
1297 ADULT PROBATION							
8-1297-423-00-320-005-8-431	RESTITUTION CTR-BLDG R&M SERVICE	1,032.02	300.00	.00	.00	732.02	29.07
8-1297-423-00-320-008-8-431	COMM CORR-BLDG R&M SERVICE	30,783.42	3,645.51	26,894.44	26,894.44	243.47	99.21
1297 ADULT PROBATION		**31,815.44**	**3,945.51**	**26,894.44**	**26,894.44**	**975.49**	**96.93**
1328 CERT OF OBLIG,SERIES 1998							
8-1328-419-40-220-020-0-431	B&G-ADA PROJECT-BLDG R&M SERVICE	14,810.33	.00	.00	.00	14,810.33	.00
1328 CERT OF OBLIG,SERIES 1998		**14,810.33**	**.00**	**.00**	**.00**	**14,810.33**	**.00**
1334 CERT OF OBLIG,SERIES 2004							
8-1334-412-40-220-010-0-431	C.O.,2004-BLDG & GRDS-CRTHSE-BLDG R&M	372,641.03	366,803.69	.00	.00	5,837.34	98.43
8-1334-419-40-220-009-0-431	C.O.,2004-B&G-ADM BLDG-BLDG R&M SERVICE	92,347.28	51,069.00	.00	.00	41,278.28	55.30
8-1334-423-00-330-046-0-431	C.O.,2004-WESLACO B/C-BLDG R&M SERVICE	55,200.00	.00	.00	.00	55,200.00	.00
8-1334-441-00-340-022-0-431	C.O.,2004-H/D EDBG-BLDG R&M SERVICE	18.41	.00	.00	.00	18.41	.00
1334 CERT OF OBLIG,SERIES 2004		**520,206.72**	**417,872.69**	**.00**	**.00**	**102,334.03**	**80.33**
1336 CERT OF OBLIG,SERIES 2006							
8-1336-419-40-220-027-0-431	C.O.,2006-B&G-OTHER MAJOR-BLDG R&M SRV	52,040.17	.00	.00	.00	52,040.17	.00
1336 CERT OF OBLIG,SERIES 2006		**52,040.17**	**.00**	**.00**	**.00**	**52,040.17**	**.00**
8 YEAR		**2,435,141.94**	**595,964.43**	**44,930.06**	**44,930.06**	**1,794,247.45**	**26.32**

AI-8046 **21.A.7.**

Striping of County Roads, County Parking Lots & Miscelaneous County Owned Sites

CC REGULAR

Date: 02/26/2008
Submitted By: Roli Flores, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to advertise and approval of specifications as attached hereto for "Striping of County Roads, County Parking Lots & Miscellaneous County Owned Sites" project.(Bid No. 08-013-00-00-YSI)

BACKGROUND

As needed and as requested basis.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-433
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 2/22/08 $15,000.00

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 2/22/08 $160,500.00

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-007-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 2/22/08 $389,199.09

Attachments

Link: back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/21/2008 08:57 AM	APRV

2	Budget & Management	Dina Trevino	02/21/2008 04:01 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/22/2008 02:23 PM	APRV
4	Auditor's Office		02/22/2008 05:11 PM	NEW

Form Started By: Roli Flores Started On: 02/20/2008 04:46 PM

Final Approval Date: 02/22/2008

MEMORANDUM

TO: **ALL PRECINCTS & BUILDING & GROUNDS**

FROM: Yvette Islas, Buyer
Purchasing Department

DATE: February 07, 2008

RE: Approval of DRAFT specifications for: RFB No. 08-013-00-00-YSI
"STRIPING OF COUNTY ROADS, COUNTY PARKING LOTS, & MISC COUNTY OWNED SITES"

Please review the attached draft specifications for your organization for the above referenced project. Please sign off to indicate your approval, disapproval, or add information if needed to these draft specifications and remit your response to the Purchasing Department no later than **Monday, February 11, 2008.**
Should you have any questions, please do not hesitate to call me at (956) 318-2626. Thank you for your assistance.

_____ APPROVAL OF SPECIFICATIONS

_____ DISSAPPROVAL OF SPECIFICATIONS

_____ BUDGET ACCOUNT #

Add additional information to the bid packet: _____

Add: Marking on Red Curb for Fire Lane & No Parking
Add: on Parking Lot's Crossing on Crosswalk from ADA to Facility

AUTHORIZED SIGNATURE PRINTED NAME DATE

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us by Monday, February 11, 2008.

MEMORANDUM

TO: **ALL PRECINCTS & BUILDING & GROUNDS**

FROM: Yvette Islas, Buyer
Purchasing Department

DATE: February 07, 2008

RE: Approval of DRAFT specifications for: RFB No. 08-013-00-00-YSI
"STRIPING OF COUNTY ROADS, COUNTY PARKING LOTS, & MISC COUNTY OWNED SITES"

Please review the attached draft specifications for your organization for the above referenced project. Please sign off to indicate your approval, disapproval, or add information if needed to these draft specifications and remit your response to the Purchasing Department no later than **Monday, February 11, 2008.**
Should you have any questions, please do not hesitate to call me at (956) 318-2626. Thank you for your assistance.

✓ _____ APPROVAL OF SPECIFICATIONS

_____ DISSAPPROVAL OF SPECIFICATIONS

8-1203-431-00-123-005-0-433 BUDGET ACCOUNT #
8-1203-431-00-123-005-0-731

Add additional information to the bid packet: _____

_____

_____

_____

_____

J Islas | Norma G. Cobillo | 2/11/08
AUTHORIZED SIGNATURE | PRINTED NAME | DATE

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us by Monday, February 11, 2008.

MEMORANDUM

TO: **ALL PRECINCTS & BUILDING & GROUNDS**

FROM: Yvette Islas, Buyer
Purchasing Department

DATE: February 07, 2008

RE: Approval of DRAFT specifications for: RFB No. 08-013-00-00-YSI
"STRIPING OF COUNTY ROADS, COUNTY PARKING LOTS, & MISC COUNTY OWNED SITES"

Please review the attached draft specifications for your organization for the above referenced project. Please sign off to indicate your approval, disapproval, or add information if needed to these draft specifications and remit your response to the Purchasing Department no later than **Monday, February 11, 2008.**
Should you have any questions, please do not hesitate to call me at (956) 318-2626. Thank you for your assistance.

_____ APPROVAL OF SPECIFICATIONS

_____ DISSAPPROVAL OF SPECIFICATIONS

8-1204-431-00-124-007-0731 BUDGET ACCOUNT #

Add additional information to the bid packet: _____

_____

_____

_____

_____

Juan M. Carranza JUAN M. CARRANZA 2-20-08

AUTHORIZED SIGNATURE PRINTED NAME DATE

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612 or via e-mail: yvette.islas@co.hidalgo.tx.us by Monday, February 11, 2008.

EXHIBIT "A"

HIDALGO COUNTY
"STRIPING OF COUNTY ROADS, COUNTY PARKING LOTS & MISC COUNTY OWNED SITES"
BID NO.: 08-013-00-00-YSI

DRAFT

REQUIREMENTS

SCOPE OF SERVICES:
The services contract will encompass all project-related labor and materials for striping of county roads, county parking lots and miscellaneous county owned sites for the County of Hidalgo including, but not limited to, the following:

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2. Striping of county roads, parking lots, & miscellaneous county owned sites will be on an **as needed and as requested basis only.**

3. Hidalgo County reserves the right to award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

4. Delivery hours will be arranged with requestor when requiring striping of county roads, county parking lots, and miscellaneous county owned sites.

5. The contract will be in effect for a period of (2) two years from bid award date with the County's option to extend for (1) one additional year under the same terms and conditions at the end of the contract term.

6. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

7. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

8. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

9. **Insurance (requirements) certificates** must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the

awarded bidder in accordance to **Exhibit "C" attached**.

10. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverages as outlined in Exhibit "C".

DRAFT

11. **Market Volatility and Unit Price Adjustments:** Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

a) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it

desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

DRAFT

d) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
e) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Yvette Islas, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, March 12, 2008 , 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, March 14, 2008.

HIDALGO COUNTY
"STRIPING OF COUNTY ROADS, COUNTY PARKING LOTS & MISC COUNTY OWNED SITES "
BID NO: 08-013-00-00-YSI

BID PAGE

DRAFT

The following are the minimum acceptable specifications: "Striping of County Roads County Parking Lots & Misc County Owned Sites"		
ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white reflectorized paint	$	/ft.
4" yellow or white thermo plastic	$	/lf.
4" reflectors yellow or white	$	/ea.
24" white paint stripe	$	/ea.
Thermoplastic arrows	$	/ea.
6" x 6" Giggle Bar File, yellow or white	$	/ea.
24" white Thermoplastic stripe	$	/lf.
Thermoplastic Words: (include) **ONLY, SCHOOL, ZONE, SLOW, STOP, AHEAD** and **RAILROAD**	$	/ea.

NOTE: All road striping is to be reflectorizied striping to meet TX DOT specifications.

The "Striping of County Roads" contract will, from now on, include the striping of parking lots which will include, but not be limited to:	
ITEM SPECIFICATION	BID PRICE
4" yellow or white non-reflectorized paint	$ /lf.
4" yellow or white car spaces	$ /ea.
Arrows	$ /ea.
"Reserved" painted on curb	$ /ea.
Handicap Symbols	$ /ea.
Crosshatched Islands	$ /ea.
Painted Curb	$ /ft.
Repaint Car Stops	$ /ea.
"No Parking (3' Letters)	$
Handicap Symbols Pre Fab Thermal 2-color	$ /ea.

LEGEND: lf.-linear feet / ea.-each / ft.- feet

AI-8044 **21.A.8.**

Approval to execute agreement for Hinojosa Engeering-Civil Engineering for New Government Facility

CC REGULAR

Date: 02/26/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, and approval to execute a professional engineering services contract/agreement for the provision of civil engineering services with Hinojosa Engineering, Inc. for the Hidalgo County New Goverment Facility" as authorized & approved for negotiations by CC on 12/26/07.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1302-413-00-220-034-0-720
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available balance as of $1,859,375.00.

Attachments

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/21/2008 08:59 AM	APRV
2	Budget & Management	Dina Trevino	02/21/2008 03:59 PM	APRV
3	Erika Reyna	Erika Reyna	02/22/2008 11:35 AM	APRV
4	Auditor's Office	Linda Fong	02/22/2008 01:52 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 02:29 PM	APRV

Form Started By: Rocio Villarreal Started On: 02/20/2008 04:33 PM

Final Approval Date: 02/22/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES

C-07-128D-02-26

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Hinojosa Engineering, Inc., Professional Engineers of Mission, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide Civil Engineering Services for, "New Hidalgo County Government Center," for Hidalgo County.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1
Employment of Engineer

The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform on-site civil engineering plans as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2
Character and Extent of Services

This Agreement will provide for the project with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of and fulfillment of this Agreement, as identified in **EXHIBIT "A" - *Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development and fulfillment of this Agreement as identified in **EXHIBIT "B"-*Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

ARTICLE 3
Period of Service

Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate upon completion of this project (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work

under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner**'s sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 7 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 7 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees,

however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer**

notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer**'s obligations under this Agreement, the **Owner** may take over the Work Authorization and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11, 13, 14.3 and 15 hereto.

ARTICLE 4
Progress and Coordination

The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer**'s services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer**'s office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer**'s services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner**'s comments regarding the **Engineer**'s preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer**'s services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the Scope of Services as provided

by the engineer, the **Owner** shall review the approved Scope of Services with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer**'s services and work and the approved Scope of Services, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the Scope of Services goals sooner than anticipated.

ARTICLE 5
Compensation and Fees

For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the amount payable by the **Owner** to the **Engineer** for ***Services*** will be 8% of the Civil On-site Improvements cost, and it is subject to adjustment in accordance with Article 6.1 herein, will be provided in **EXHIBIT C-** ***Fee Breakdown*** attached. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation

by the **Engineer** of the **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

ARTICLE 6
Method of Payment

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned. The **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer**

and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer**'s services to which such partial

payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer**'s services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, or (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 8 hereof, or changes or revisions in work, as identified in

Article 9 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

Article 8. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 7 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 9
Changes or Revisions in Work

If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

9.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

ARTICLE 10
Ownership and Release of Documents

10.1 Ownership of Documents.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer**'s own expense, may retain copies of such documents or any other data under this Agreement.

ARTICLE 11
Records, Accounting, Inspection

The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 12
Subcontracting and Assignment

The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every sub-consultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each sub-consultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 13
Engineer's Seal, Responsibility and Warranties

13.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

13.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work performed, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer**'s responsibility for all questions arising from errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer**

will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

ARTICLE 14
Engineer's Resources

The **Engineer** shall furnish and maintain, at the **Engineer**'s own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

14.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

14.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and

required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the Work Authorization when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

14.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange. Taking into consideration that the **Owner** has a significant investment in the development of the information provided, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 15
Indemnification

To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or

entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 16
Joint and Several Liability

In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without

jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 17
Insurance

The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars

(**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County Certificate of Insurance***) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "E"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **Owner**.

ARTICLE 18
Gratuities

The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or

favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 19
Payment of Franchise Tax

The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 20
Severability

In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 21
Notices

All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

Owner: Hidalgo County
100 East Cano, 2nd Floor
Edinburg, Texas 78539

Engineer: Hinojosa Engineering Inc.
108 W. 18th Street

Mission, Texas 78572

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 22
Miscellaneous Provisions

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner**'s rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 7 herein.

ARTICLE 23
Signatory Warranty

The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 23rd day of January, 2007.

ENGINEER:

HINOJOSA ENGINEERING, INC.

BY: _____
Ricardo Hinojosa, P.E.
President

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved as to form: **Approved by Commissioners' Court on February 26, 2008**

Atlas & Hall L.L.P.

_____
By: Stephen L. Crain

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Fee Breakdown
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Certificate of Insurance (*Hidalgo County*)

EXHIBIT "A"

Services to be Provided by the Owner

GENERAL

Deliverables

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 **Hidalgo County Government Center – Civil Engineering**

The **Owner** will provide to the **Engineer** the following:

General - Deliverables

EXHIBIT "B"

Services to be provided by the Engineer

Hidalgo County Government Center Building – Civil Engineering

The following is a list of detailed descriptions of ***basic*** and ***special*** services to be provided by the **Engineer**:

Hinojosa Engineering, Inc. basic services:

- Construction plans for water and sanitary sewer utilities for new building.
- Construction plans for the new pavement and storm sewer improvements.

Hinojosa Engineering, Inc
Fee Schedule

Professional Civil Engineering Services for New Hidalgo County Government Center for the amount of 8% of Civil On-Site Improvements

1. Civil On-Site Improvements = $ 8% of Civil On-site Improvements
   A. Water and Sanitary Sewer Improvements
   B. Pavement and Storm Sewer Improvements

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
IMMEDIATE REVIEW AND RESPONSE REQUESTED

To: Hinojosa Engineering, Inc. Via Fax (956) 581-2074
Attn: Ricardo Hinojosa, P.E.

From: Rocio Villarreal
Hidalgo County Contracts Manager

Date: February 15, 2008

Re: Best and Final Offer (Hidalgo County Government Facility)

Hidalgo County wishes to continue our business partnership with rendering your services, therefore, we are respectfully requesting a best and final offer for the above-referenced project which includes 8% of Civil On-site Improvements.

Please indicate below and return via facsimile to (956) 318-2629 by no later than 5:00 P.M., Tuesday, February 19 , 2008.

Best and final offer 8 %

Ricardo Hinojosa, P.E. 2-19-08 Date

RICARDO HINOJOSA
Printed Name of Person Authorized to Bind Company

Exhibit D

Engineer and Surveyors Contract Rates

1. Principal	-	$85.00/Hr.
2. Engineer	-	$75.00/Hr.
3. Engineer Technician	-	$60.00/Hr.
4. CADD Technician	-	$40.00/Hr.
5. R.L.P.S.	-	$80.00/Hr.
6. Survey Crew	-	$75.00/Hr.
7. GPS Survey Crew	-	$88.00/Hr.
8. Clerical	-	$25.00/Hr.

Policy Number: Date Entered: 4/11/2007

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/11/2007

PRODUCER
Davis Insurance Agency
2030 E. Griffin Parkway
Mission, Texas 78572

(956) 581-9838

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
HINOJOSA ENGINEERING, INC.
RICARDO HINOJOSA
108 W 18TH ST
MISSION, TX 78572

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FARMERS INSURANCE EXCHANGE	
INSURER B: FARMERS TEXAS COUNTY MUTUAL	
INSURER C: TEXAS MUTUAL INSURANCE CO	
INSURER D: ADMIRAL INSURANCE CO	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ VALUABLE PAPERS $100,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	07599-47-89	1/31/2007	1/31/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $
B		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	07599-48-62	1/31/2007	1/31/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF-0001163515	11/30/2006	11/30/2007	☐ WC STATU-TORY LIMITS ☒ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D		OTHER PROFESSIONAL LIABILITY	EO00003057-03	2/15/2007	2/15/2008	PER CLAIM AGGREGATE	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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AI-8038 **21.A.9.**

Off Premises Records Storage, Management, Pickup, Retrieval & Delivery Services

CC REGULAR

Date: 02/26/2008
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

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Information

CAPTION

A. Presentation for discussion, consideration and approval of modification to current agreement with Lone Star Shredding & Document Storage including but not limited to the following:

1. Settlement of overages fee rate (for period of 1-01-07 through 2-29-08) for County & District Clerks;
2. Extension of the current agreement from February 29, 2008 to March 31, 2008 (time only);
3. Agreed plan of action for the extraction of all boxes/files/documents and/or records by Hidalgo County for applicable departments (i.e. County & District Clerks, Sheriff Office & Purchasing Depts.);

B. Presentation for discussion, consideration and approval of a short term Continuity of Services Agreement with Lone Star Shredding & Document Storage for: Off Premises Records Storage, Management, Pickup, Retrieval & Delivery Services for the following applicable departments (County & District Clerks, Sheriff's Office & the Purchasing Dept.) in the total amount of $25,000.00 ;

C. Recommending award of bid and approval of contract (subject to legal review) for:"Off Premises Records Storage, Management, Pickup, Retrieval & Delivery Services" to the vendor submitting the lowest bid meeting Hidalgo County's approved specifications and/or requirements. (Bid No. 08-045-02-06-otm)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1238-412-00-090-003-0-350
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$57,212.00 available balance as of 02/22/08.

FISCAL YEAR: 2008 **ACCT. #:** 1100-423-21-280-002-0-350

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

BUDGETARY IMPACT:

$17,851.00 available balance as of 02/22/08.

FISCAL YEAR: 2008 **ACCT. #:** 1100-415-18-160-001-0-350

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

BUDGETARY IMPACT:

$4,100.00 available balance as of 02/22/08.

Attachments

Link: Lonestarr Agreement

Link: Short Term Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/22/2008 03:16 PM	APRV
2	Budget & Management	Dina Trevino	02/22/2008 04:20 PM	APRV
3	Rey Salazar	Rey Salazar	02/22/2008 05:06 PM	APRV
4	Auditor's Office		02/22/2008 05:11 PM	NEW

Form Started By: Olga Montero Started On: 02/20/2008 02:55 PM

Final Approval Date: 02/22/2008

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

AMENDMENT TO
SERVICE CONTRACT
C-05-311-09-27

This AMENDMENT to the CONTRACT between **LONE STAR SHREDDING & DOCUMENT STORAGE, LTD**, (the "Company") and **HIDALGO COUNTY** (the "County"), effective the _____ day of _____2008, is made between the Company and the County, (the AAmendment"), as follows:

WHEREAS, Company and County entered into a Contract, September 27, 2005, in which the Company agreed to provide professional services to conduct **"Off-Premises Storage, Records Management, Pick Up & Delivery Services"** for Hidalgo County.(the "Project");

WHEREAS, due to unforeseen circumstances and delays in the Project, the parties now desire to extend the timeframe, extraction of boxes/files/documents, and settlement of overages in which the Company may perform the services of the Project;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Company and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Company and County hereby agree to the following Amendment to the Contract:

1. Settlement of "overages" amount for both County & District Clerks of $1.50 each overage will constitute settlement of said "overages" with no other additional charges. Further be overage between 01-01-08-03-31-08 will be at $1.50 per overage for County & District Clerks.

2. Reconciliation of "overages" between 01-17-07 and 12-31-07 has been completed and Company in accepting the amounts presented by both the County Clerk of 6,599 and District Clerk of tbd.

3. The current contract expiration date of March 31, 2008 to be extend to the date of completion of the extraction of the boxes/files/documents by County from Company which is no event shall be later than_____. Such extraction shall be at no additional charge to County other than the "overages" amount agreed to herein including the monthly storage charges already contracted in the current contract.

4. All records generated by Company containing information regarding County's boxes/records/files relevant to the tracking of said boxes/records/files will be turned over to the County Clerks & District Clerks, Hidalgo County Sheriff's Office and the Purchasing Department (or their designees) respectively as each truck is loaded and before departure from the premises of Company.

5. Extraction of files by the County will occur in the following manner;

    a. County will be permitted onto premises of Company for the purpose of extracting stored boxes/files/records/documents;
    b. A minimum of 1000 boxes per day (Monday-Friday 8:00 a.m. to 5:00 p.m.) will be picked up by County until all boxes/records/files/documents are removed from Company premises for both County Clerk and District Clerk, Hidalgo County Sheriff's Office & Purchasing Department;
    c. For all County Departments currently storing records (i.e. the County Clerk, District Clerk, Sheriff's Office & Purchasing Department) boxes/records/files/documents will be palletized, plastic wrapped and placed at loading bay in order to permit loading onto County's own or contracted transport vehicles. Overages between 01/01/08- 3/31/08 will be reconciled at $1.50 per overages for County & District Clerks;
    d. Boxes will be palletized in the following order/sequence;
        i. Boxes containing records or files least requested by County and/or District Clerk (as determined and documented by Company logs, inventory, etc.);
        ii. Boxes containing records/files/documents for both the Sheriff's Office and Purchasing Department will be removed in like manner commencing with oldest documents/records/files;

6. It will be obligation of Company to exercise due diligence to insure that all boxes/records/files/documents in their possession are released to County. Any such boxes/boxes/records/files/documents found after the expiration of this agreement must be returned to County upon its discovery.

7. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Company and County ratify and confirm the terms and provisions of the Contract as amended.

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

HIDALGO COUNTY

_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Lone Star Shredding & Document Storage, LTD

_____

Title:_____

Approved as to Form:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

CONTINUITY SERVICE CONTRACT
C-08-00-02-26

THIS SHORT TERM CONTRACT is made and entered into this **26th** day of **February, 2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Lone Star Shredding & Document Storage, LTD** a Texas Partnership ("Company").

WHEREAS, Company will continue services specified herein for **Continuity of Services for AOff-Premises Storage, Records Management, Pick-up & Delivery Services for Hidalgo County, District Clerk=s, County Clerks, Purchasing Department & Various Other County Departments** (the "Services"); that remain in company=s facility and until all documents are extracted.

WHEREAS, Company will continue to provide services in accordance with the specifications, a copy of such specifications being attached hereto as Exhibits "A" respectively, and incorporated herein for all purposes ("Specifications"); and

WHEREAS, in recognition and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the Short Term Contract to Company.

NOW, THEREFORE, for 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 at **Hidalgo County**. This Contract does

draft

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 **Hidalgo County** 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 at such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period commencing upon Commissioners= Court approval and ending upon extraction of all minerals and substances contingent upon aggregate amount expended for this contract and **in no event to exceed $25,000.00.**

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof, to perform 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 employed by 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 persons connected with providing services under this Contract naming County as additional insured (with the coverages and in the amounts prescribed 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 Services by Company under this Contract. Such indemnity shall cover any actual or alleged act 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 understood 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 rendered by Company and that Company is an independent contractor under this

draft

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 fo below:

draft

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **Lone Star Shredding & Document Storage, LTD.**
Attn: David C. Parsley, Vice President of Marketing

1970 W Expressway 83
Mercedes, Texas 78570

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

draft

WITNESS our hands in duplicate originals this_____ day of _____,

2008.

COUNTY OF HIDA

ATTEST: By:_____
Juan D. Salinas ount Judge

_____
Arturo Guajardo Jr., County Clerk

COMP one S
Sh ing
D cument
By:_____
Printed Name:_____
Title:_____

Approved by mmissioners n

APPROVED AS T

Atlas & Hall L.L.P.

By:_____

draft

AI-8023 **21.A.10.**

HIDALGO COUNTY - MAINTENANCE & SUPPORT ON SHORETEL PHONES

CC REGULAR

Date: 02/26/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation for discussion and consideration of a recommendation to REJECT all responses received for RFP 2008-038-02-13-lrm "Support & Maintenance of Hidalgo County Phone System" so as to draft and develop modifications to the requirements and/or specifications through Purchasing and the IT Dept.

B. Requesting authority to advertise for "Support & Maintenance of Hidalgo County Shoretel Phone System" and approval of modified requirments and/or specifications.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Discussion and consideration to reject all responses and requesting authority to adverstise. No budgetary impanct at this time.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/21/2008 07:53 AM	APRV
2	Budget & Management	Dina Trevino	02/21/2008 03:38 PM	APRV
3	Veronica Lopez	Veronica Lopez	02/22/2008 11:00 AM	APRV
4	Auditor's Office	Linda Fong	02/22/2008 01:18 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 01:32 PM	APRV

Form Started By: Laura Moya Started On: 02/20/2008 11:39 AM

Final Approval Date: 02/22/2008

AI-8062 **21.A.11.**

"AS BUILT" drawings of the existing Courthouse
CC REGULAR

Date: 02/26/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

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Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Architectural Services in connection with "AS BUILT" drawings of the existing Courthouse to include annexes and the surrounding parking areas & sidewalks for the purposes of addressing required renovations;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of architects in connection with professional Architectural Services required for the "AS BUILT" drawings of the existing Courthouse to include annexes and the surrounding parking areas & sidewalks for the purposes of addressing required renovations;
1st._____; 2nd._____;
3rd._____;

C. Authority for the Purchasing Department to negotiate a professional Architectural Services Contract with the No.1 ranked firm of _____ for the provision of Architectural Services for "AS BUILT" drawings of the existing Courthouse to include annexes and the surrounding parking areas & sidewalks for the purposes of addressing required renovations.

BACKGROUND

refer to AI 7765 approved by CC on 2-6-08.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** fund 1334 CO's 2004 Series
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding source for this project will be Fund 1334 CO's 2004 Series. Funding available in fund balance as of 2-22-08. Available Unreserved Fund Balance as of 2-22-08 $329,607.16.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/22/2008 02:19 PM	APRV
2	Budget & Management	Dina Trevino	02/22/2008 02:41 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/22/2008 04:00 PM	APRV
4	Auditor's Office		02/22/2008 05:11 PM	NEW

Form Started By: Laura Moya Started On: 02/21/2008 10:03 AM

Final Approval Date: 02/22/2008

AI-8067 **21.A.12.**

Division of Emergency Services
CC REGULAR

Date: 02/26/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy approval of Cellular Phone (equipment only, services were previously approved on commissioners court meeting of 2-06-08) Request Form for the following:
-Dept.: Emergency Management Services Department office use;
-Employee: None specified (general roving phone);
-Equipment Model/Cost: Palm TREO 700wx - $199.99
-Plan/Rate: Vision Pro Pack-Business Essentials (BE) 400/$30.79 plus add. mo. features/cost $23.10 = a total of $53.89;
-Accessories: Vehicle Power Charger: $31.99

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 1100-429-00-300-023-0-532
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$3,764.08 available balance as of 02/22/08.

Attachments

Link: cell phone forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/22/2008 02:27 PM	APRV
2	Budget & Management	Dina Trevino	02/22/2008 02:50 PM	APRV
3	Rey Salazar	Rey Salazar	02/22/2008 04:16 PM	APRV
4	Auditor's Office		02/22/2008 05:11 PM	NEW

Form Started By: Gricelda Villarreal Started On: 02/21/2008 03:45 PM

Final Approval Date: 02/22/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

- ☑ Phone and service (NEW)
- ☐ Phone and service (Porting/Existing number: 956-___-____)
- ☐ Plan change
- ☐ User Name Change
- ☐ Delete Service
- ☐ Other_____

(2) Requesting employee/position: Division of Emergency Services

Employee ID #:_____ Office: _____ **Budget Acct. #:** 8110042000300023053 2

(3) Type of duties:

☐Offsite duties ☑On-call duties ☐Law Enforcement ☑Emergency Response ☐Other:_____

(4) Describe how cell phone will be used: Emergency Mangement Staff; on call, conferences, trainings as well as emergency response

(5) Anticipated usage in minutes per month (check only one):

Sprint	☑ 400	☐ 1000	☐ 1400	☐ 2000	☐ 3000	☐ 4000	☐ Data Card
Plan Cost	$42.00	$59.00	$76.00	$91.00	$133.00	$165.00	$85.00

(6) Will phone be used outside of the County of Hidalgo Yes. If yes indicate where and how frequently
Only when traveling to out of town workshops & trainings

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger ✓ Carrying case ____ Extra battery ____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

A.A. Tony Pena	A.A. Tony Pena, Jr.	2/21/08
† Signature †	† Print Name †	† Date Signed †

[redacted]

For multiple phone requests, please continue on the following page
V4 – modified 10/5/06

Plan ① Sprint Pro VISM Pro Pack
② BE400 Basic Plan



Bluetooth
External display
GPS enabled
more info...

Mail-In Rebate -$50.00
New price $99.99
Requires 2-yr Agreement

More Views



BlackBerry® Pearl™ 8130

Sprint Music Store™
Sprint TV™ enabled
Slim and fashionable
Speakerphone
Built-in camera
Web, email capable
more info...

New Phone & Plan Pricing
Regular price $499.99
Instant savings -$270.00
Mail-In Rebate -$100.00
New price $129.99
Requires 2-yr Agreement

Color: Red
Select

Red

More Views



MOTO Q™ 9c by Motorola

Sprint TV™ enabled
Slim and fashionable
Speakerphone
Built-in camera
Web, email capable
Bluetooth
more info...

New Phone & Plan Pricing
Regular price $449.99
Instant savings -$200.00
Mail-In Rebate -$100.00
New price $149.99
Requires 2-yr Agreement

Select

Ultra thin, extended battery

More Views



8703e™ by BlackBerry®

Speakerphone
Web, email capable
Bluetooth
External display
GPS enabled
Broadband-like speeds where available
more info...

New Phone & Plan Pricing
Regular price $449.99
Instant savings -$200.00
Mail-In Rebate -$100.00
Requires 2-yr Agreement

Select

More Views



BlackBerry® 7130e™

Speakerphone
Web, email capable
Bluetooth
External display
GPS enabled
Broadband-like speeds where available
more info...

More Views



Treo™ 755p by Palm

Sprint TV™ enabled
Speakerphone
Built-in camera
Web, email capable
Bluetooth
External display
more info...

More Views



Treo™ 700wx by Palm

Speakerphone
Built-in camera
Web, email capable
Bluetooth
External display
GPS enabled
more info...

More Views



8830 by BlackBerry®

Slim and fashionable
Speakerphone
Web, email capable
Bluetooth
External display
GPS enabled
more info...

More Views



The B'Phone™ by Samsung®

Sprint Music Store™
Sprint TV™ enabled
Slim and fashionable
Speakerphone
Built-in camera
more info...

Mogul™ by HTC

New Phone & Plan Pricing
Regular price $349.99
Instant savings -$150.00
New price $199.99
Requires 2-yr Agreement

Enter BEYONCE at checkout

New Phone & Plan Pricing

Select

CLOSE X

< View phone list

Treo™ 700wx by Palm

Work smarter & faster

Get free shipping and free activation when you purchase a device with a new line of service online! Also, you can receive $100 off with a mail-in rebate. A data plan of $25 or more must be purchased along with the handset in order to receive the $100 mail-in rebate.

Highlights

Microsoft® Windows Mobile™ Software
Broadband-like speeds where available

Key Features

Speakerphone
Built-in camera
Web, email capable
Bluetooth
External display
GPS enabled
Voice dialing
Broadband-like speeds where available

New Phone & Plan Pricing
Regular price $949.99
Instant savings -$250.00
Mail-In Rebate -$100.00
New price $199.99
Requires 2-yr Agreement

Select

360° View | Gallery | Zoom

Mail-In Rebate -$100.00
New price $199.99

Specifications | Full Feature List | Included Accessories | Guides and Tutorials | Terms

Dimensions	5.1" x 2.3" x 0.9"
Weight	6.4 oz
Battery Information	Rechargeable battery
Talk Time	5 hours continuous digital talk time.

New Phone & Plan Pricing
Regular price $349.99
Instant savings -$250.00
Mail-In Rebate -$100.00
New price $199.99
Requires 2-yr Agreement

Your Selected Phone

Phone



BlackBerry® 7130e™

Included accessories:

- Standard Lithium Ion (Li-Ion) Battery(1)
- AC Phone Charger(1)
- Holster(1)
- USB Data Cable(1)

Recommended Accessories



Mini-USB Travel Charger

This charging device connects your phone to a wall power outlet for simultaneous talk and charge. The wall outlet prongs fold away for easy storage and travel, so you can give your phone a quick charge wherever you go. Also compatible with most other devices that have a mini-USB connector. Black.

Your price $34.99

Quantity



Mini USB Vehicle Power Charger

This vehicle power charger connects your handset to your vehicle's 12 volt power outlet for simultaneous talk and charge. Metallic gray and brushed silver design with black side grips. Equipped with a yellow LED power indicator and eleven foot coil cord.

Your price $31.99

Quantity



Universal PDA Pouch

This soft leather case provides protection & professional style for your PDA device. Expandable side panels enable universal fit/appeal for a variety of PDA types, and also allow use of extended capacity batteries. Built-in magnet for Blackberry device

Your price $39.99

Quantity

B. Approval to pay invoices submitted by Data RX in the amount of $37,321.84 for pharmaceutical services provided to the Indigent Health Care Program.

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

C. Approval to pay invoices submitted by US Script, inc in the amount of $107,162.18 for pharmaceutical services provided to the Indigent Health Care Program.

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

8. **Emergency Services Division - Tony Pena:** (SEE EXHIBIT H)

A. Discussion, consideration and approval to provide cellular service for cell phone for the Division of Emergency Services-Emergency Management.

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

At this time Commissioner Handy steps out of the Court.

B. Fire Marshall's Office:
Discussion, consideration, and approval of the following Year 2008 Rural Emergency Services Contracts:

1.) **City of Weslaco**
2.) City of San Juan
3.) City of Mission
4.) City of Monte Alto

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items #1 thru 4.

9. **Urban County - Diana Serna:** (SEE EXHIBIT I)

A. The Urban County Program, is requesting cancellation of the final negotiated contract with Quintanilla Headley & Associates Inc., with a fee of $13,170.00 in connection with Hidalgo County Precinct No. 4 Street Improvements project utilizing Years 19 (2006) funds.

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

B. City of Palmview is requesting authority to advertise for bids for the construction of Sun Valley Street, an Urban County Program Year 17 (2004) and Year 18 (2005) Street improvement Project. (Project Carried by: Dannenbaum Engineers)

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

AI-8022 **21.B.1.**

HIDALGO COUNTY PRECINCT NO1 - HAULING SVS
CC REGULAR

Date: 02/26/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Requesting authority to exercise the sixty (60) day grace period extension (as permitted under the current agreement) for C-06-020-02-14 "Hauling Services for all Road Materials" so as not to have lapse in service until procurement process is completed.

B. Requesting authority to advertise for Hidalgo County Precinct No 1 "Hauling Services for all Road Materials" and approval of specifications attached hereto.

BACKGROUND

As needed basis

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1201-431-00-121-005-0-346/673
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Object 346-->available balance as of 2-22-08 $ 84,819.16
Object 673-->available balance as of 2-22-08 $201,314.71

FISCAL YEAR: 2008 **ACCT. #:** 1336-431-00-121-041-0-734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 2-22-08 $3,295.25

Attachments

Link: specs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/21/2008 07:46 AM	APRV
2	Budget & Management	Dina Trevino	02/21/2008 03:37 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/22/2008 01:17 PM	APRV
4	Auditor's Office	Linda Fong	02/22/2008 01:19 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 01:32 PM	APRV

Form Started By: Laura Moya

Started On: 02/20/2008 11:34 AM

Final Approval Date: 02/22/2008

SPECIFICATIONS/REQUIREMENTS/INFORMATION TO BIDDER
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
EXHIBIT "A"

SECTION I - SPECIFICATIONS

It is intended that all hauling of road materials will be within Hidalgo County Precinct # 1 - Zone A, Zone B, and Zone C and will be awarded on a per ton basis, per mile radius. This bid price will be for the duration of one (1) year with the County's option to renew for an additional one (1) year. Hauling services will be on an **"As Needed Basis"** by the precinct.

1. Road materials (i.e. crushed, sand, gravel, hot mix, cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendors stated are presently on Contract for the materials, however, vendors may change due to contract expiration during the term of this bid. Awarded vendors will be advised. Location of pits and plants are as follows:

   - **Cold Laid** - Frontera Materials (La Joya Plant)
   - **Type D Hot Mix- Gravel** (Frontera Materials Progreso Plant)
   - **Type D Hot Mix - Limestone** (Frontera Materials Progreso Plant)
   - **Crushed Caliche** - Frontera Materials - (FM 490 Pit and/or Moorefield Pit) and Valley Caliche - Mann Pit.

2. Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

3. **Bid price for the services must be per ton basis, per mile radius on an "As Needed Basis".**

4. Bid award will be based on the low bid per ton basis per mile radius listed on the bid page form.

5. Hidalgo County Precinct No. 1 is requesting the minimum of **Ten (10) vendor owned and/or leased hauling trucks** that will be available for this bid with a minimum of twenty-two (22) tons per load. **Please note the make, year, model and capacity of your hauling trucks on Exhibit "D".**

6. The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits and also provide evidence of the required insurance as outlined in Exhibit "C". Copies of all licences, permits and insurance coverage must be submitted to the Hidalgo County Purchasing Department upon bid award.

7. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must

present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

8. **Bidder(s) will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Exhibit "E" upon bid award.**

9. Contractual agreement is not exclusive, as Precinct #1 may use own hauling vehicles when necessary.

10. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

AI-8026 **21.C.1.**

Geo-Grid Reinforcement Material
CC REGULAR

Date: 02/26/2008
Submitted By: Roli Flores, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting authority to advertise and approval of specifications (as reviewed and recommended by user department) as attached hereto for "Geo-Grid Reinforcement Material" project.(Bid No. 2008-016-03-19-ROIL)

BACKGROUND

Approval of specifications by department.
Approved Specifications

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding information was provided by Yoli Cisneros from Pct. No 2.(R.Flores). Account Balance $110,199.00.

Attachments

Link: back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/21/2008 07:58 AM	APRV
2	Budget & Management	Dina Trevino	02/21/2008 03:41 PM	APRV
3	Rey Salazar	Rey Salazar	02/22/2008 09:57 AM	APRV
4	Auditor's Office	Linda Fong	02/22/2008 01:20 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 01:32 PM	APRV

Form Started By: Roli Flores Started On: 02/20/2008 01:32 PM

Final Approval Date: 02/22/2008

MEMORANDUM

TO: Roque Cavasos
Hidalgo County Precinct 2

FROM: Roli Flores, Buyer
Hidalgo County Purchasing Department

RE: **Draft Specifications for:** **Bid No. 2008-016-ROL-Hidalgo County Precinct 2 - "Geo-Grid Reinforcement Material"**

DATE: February 19, 2008

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and fax back the revised copies to the designated Buyer in the Purchasing Department.

APPROVE ☒ **DISAPPROVE** ☐

AUTHORIZED SIGNATURE **DATE**

Do you currently have funds available to make purchases on this product?

YES ☒ **NO** ☐

If YES, enter Account Number:

Please return this request by Wednesday, February 20, 2008.

HIDALGO COUNTY PRECINCT #2
"PURCHASE OF GEO-GRID REINFORCEMENT MATERIAL"
BID NO. 2008-016-03-19-ROL

SPECIFICATIONS

DESCRIPTION: This item consists of furnishing geo-grid reinforcement material.

MATERIALS: The geo-grid shall be single layer grid structure formed by a regular network of integrally connected polymeric tensile elements with apertures designed to interlock with the surrounding fill material. The structure shall be capable of maintaining dimensional stability during placement and under normal construction traffic. The geo-grid shall be resistant to damage during construction, including ultraviolet degradation, and shall have long-term resistance to chemical and biological degradation caused by the material being reinforced. No multiple layered grids are acceptable.

The geo-grid shall also conform to the properties specified below.

STRUCTURAL GEO-GRID PROPERTIES
TABLE A

PROPERTY	TEST METHOD	UNITS	TYPE 1	TYPE 2
Aperture Stability Modulus at 20 cm-kg	Kinney-01	cm-kg/deg	3.2	6.5
Rib Shape	Observation	N/A	Rectangular or Square	Rectangular or Square
Rib Thickness	Calipered	In	0.03	0.05
		(mm)	(0.76)	(1.27)
Aperture Size	I.D. Calipered	In	0.9 to 1.5	0.9 to 1.5
		(mm)	(25 to 33)	(25 to 33)
Junction Efficiency	GRI-GG2-87	%	90	90
Flexural Rigidity	ASTM D1388-96	mg-cm	250,000	750,000
Minimum True Initial Modulus in Use	ASTM D6637-01			
-MD		lb/ft	15,170	32,890
		(kN/m)	(226)	(360)
-CMD		lb/ft	24,685	44,725
		(Kn/m)	(481)	(652)

MATERIALS CON.T'.: Alternate geo-grid material will be considered. Such materials must be pre-approved in writing by the Engineer prior to bid date. Alternate material packages must be submitted to the Engineer a minlmun of 15 days prior to bid date. Submittal packages must include, as a minimum, the following:

1. Full-scale laboratory testing and in-ground testing of pavement structures reinforced with the specific geo-grid, which quantifies the structural contribution of the geo-grid to the pavement structure. The increase in structural layer coefficient of the base course must meet or exceed that of the design geo-grid.

2. Independent certified tests results stating that the alternate geo-grid has a secant aperture stability modulus at 20 cm-kg, when tested in accordance with the "Grid Aperture Stability by In-Plane Rotation" test of 3.2 or greater.

3. A list of 5 comparable projects, in terms of size and applications, in the United States, where the results of the specific alternate geo-grids use can be verified after a minimum of 1 year of service.

4. A sample of the geo-grid and certified specification sheets.

MANUFACTURER'S REPRESENTATIVE A qualified and experienced representative from the geo-grid manufacturer available on an as needed basis during the construction and or installation of the product. The representative shall visit the site for consultation at least once during the construction and or installation of the product.

PACKING: The geo-grid shall be packaged in rolls with length between 200 feet and 250 feet and widths of 12 to 15 feet and 8 to 10 feet.

Each roll shall be one continuous piece packaged in a suitable sheath, wrapper or container to protect the geo-grid from damage due to ultraviolet light, moisture, and normal storage and handling.

PRODUCT: Geo-grid shall be TENSAR BX1100 for type 1 and TENSAR BX1200 for Type 2 or approved equal meeting the material requirements stated herein on Table A.

BID AWARD: Bid commencing upon termination of current contract expires and continuing for a period of one (1) year and may be extended at the sole discretion of County for an additional one (1) year term, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

All costs and expenses associated with the preparation and submission of bid shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed on to the County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within

ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed through the Hidalgo County Purchasing Department through Rolando "Roli" Flores. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB/Purchasing Agent at Physical: 2802 S. Business Hwy. 281, Postal/Mailing: 2812 S. Business Hwy. 281 , New Administration Building, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile no later than, **Wednesday, March 12, 2008, at 5:00 p.m.,** at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 p.m., March 14, 2008**.

AI-8041 **21.C.2.**

Approval of payment for R. Gutierrez Invoice 2447
CC REGULAR

Date: 02/26/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Payment of Invoice No. 2447 in the amount of $1,541.69 (McColl Rd III) from R. Gutierrez Engineering Corporation, contracted engineer for Precinct No. 2, with authority for Auditor to review and complete processing procedures and County Treasurer to issue checks.

BACKGROUND

Obj. code should be 841 as per Yoli Cisneros.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-841
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:
PO 581873

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/21/2008 08:58 AM	APRV
2	Budget & Management	Dina Trevino	02/21/2008 03:56 PM	APRV
3	Erika Reyna	Erika Reyna	02/22/2008 11:05 AM	APRV
4	Auditor's Office	Linda Fong	02/22/2008 01:31 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 01:33 PM	APRV

Form Started By: Rocio Villarreal Started On: 02/20/2008 03:43 PM

Final Approval Date: 02/22/2008

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2447
Wednesday, February 13, 2008

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG03.024d McColl III (Military Rd to Irrigation Ditch)

Professional Services for the Period: 11/01/2007 to 02/13/2008

Billing Group: 04 *Cost Plus*

Raba Kistner Testing (36" Culvert Crossing on Military Hwy)

PD: 581873

Subcontractors

General	Date	Bill Units	Unit Bill Rate	Charge
Contract Expense	02/13/2008	1.00	1,401.5400	1,401.54
	General Total:	1.00		$1,401.54
			Subcontractors Totals:	***$1,401.54***

Billing Group Subtotal: 1,401.54

Project Totals:

Project Subtotal:	**$1,401.54**
Fees:	**$140.15**
Billing Total:	**$1,541.69**
****** Total Project Invoice Amount:***	***$1,541.69***

Ramiro Gutierrez
President

INVOICE RECEIVED BY:
ON 2/14/08
GOODS/SERVICES RECEIVED BY:
ON 2/13/08

581873
8-1202-431-00-122-006-0-731
REQ. #106446

AI-8029 **21.D.1.**

Assembly of 20x40 Metal Building at Pct. #3 Motor Pool Area
CC REGULAR

Date: 02/26/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for discussion, consideration and approval to award proposal (s) received (through Hidalgo Countys membership/participation with state, cooperative purchasing programs or interlocal awarded jocs or construction services vendors) to Clean Air Solutions for the provision of all labor, materials and related accessories, including, but not limited to the assembly of a 20x40 building to be ADA compliant located at the Motor Pool area at Pct. #3 in the amount not exceed $40,625.00.

BACKGROUND

As requested, reviewed and recommended by Pct. #3 and Buildings & Grounds attached is the documentation for your review to the proposed assembly of 20x40 metal building at the Motor Pool area in Pct. #3

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

As per Norma Ceballos, Pct #3 will use acct. # 8-1203-431-00-123-005-0-720 for project #07-448.

Available balance as of 02/22/08 $ 47,000.00.

Attachments

Link: #07-448
Link: #07-448

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/21/2008 08:02 AM	APRV
2	Budget & Management	Dina Trevino	02/21/2008 03:47 PM	APRV
3	Erika Reyna	Erika Reyna	02/22/2008 09:45 AM	APRV
4	Auditor's Office	Linda Fong	02/22/2008 01:24 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 01:33 PM	APRV

Form Started By: Oscar Garza

Started On: 02/20/2008 02:09 PM

Final Approval Date: 02/22/2008

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

Joe M. Flores
County Commissioner, Pct. No. 3
P.O. Box 607
Mission, Texas 78573
Office: (956) 585-4509
Fax: (956) 585-2375

MEMORANDUM

TO: Martha Salazar, Purchasing Agent
C/o Oscar Garza, Procurement Specialist
Hidalgo County Purchasing Dept.

FROM: Joe M. Flores, Commissioner
Hidalgo County Precinct #3

DATE: February 12, 2008

RE: Assembly of Metal Building

After reviewing, the proposals received for the above-motioned project I am recommending award to the lowest bidder, Clean Air Solutions in the amount $40,625.00.

The project will be fund with Precinct #3 Road & Bridge account number 8-1203-431-00-123-005-0-720.

Thank you and should you need additional information, please do not hesitate to contact my office at (956)585-4509.

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – PRECINCT #3

BID OPENING DATE: FEBRUARY 05, 2008	**BID OPENING TIME: 11:00 A.M.**

DESCRIPTION OF BID: "ASSEMBLY OF 20X40 METAL BUILDING AT MOTOR POOL AREA IN PCT. #3"

BID NO: #07-448-05-02-OGG	**PROCURMENT SPECIALIST: OSCAR GARZA**

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	CLEAN AIR SOLUTIONS	$40,625.00	$ 40,625.00	
#2	HERRERA & HUNT LLC.	$ 77,700.00	$ 77,700.00	
#3				
#4				
#5				
#6				
#7				
#8				
#9				

BUILDING & GROUNDS
County Of Hidalgo

DANIEL FLORES
Director

To: Joe M. Flores, Commissioner Pct. 3
Mona Parras, Chief Administrator Precinct 3

From: Daniel Flores, Director
Buildings and Grounds Department

Re: Precinct 3 Maintenance Shop Break Room

Date: February 6, 2008

Please be informed after reviewing the proposals, Buildings & Grounds at this time is recommending "Clean Air Solutions" for the following project:

-Precinct 3 Maintenance Shop Break Room

Thank you for your prompt cooperation with this matter, if in need of additional information please contact me at direct ext. (956)289-7855.

cc:
Javier Carreon, Buildings & Grounds
Martha Salazar, Purchasing Dept
Valde Guerra, Budget & Management

AI-8018 **21.E.1.**

Computer Equip. & Peripherals acquisitions through Dept. of Info. Resources

CC REGULAR

Date: 02/26/2008
Submitted By: Priscilla Torres, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

A. Requesting authority to purchase computer equipment and peripherals and enter into agreement with awarded vendor through our membership/participation with (DIR) Department of Information Resources for the following requisitions with Calence LLC.:

1. Req. # 125816 in the amount of $11,072.24.
2. Req.# 126896 in the amount of $41,324.00
3. Req.# 126903 in the amount of $8,064.00.
4. Req.# 126906 in the amount of $58,576.80.
5. Req.# 126912in the amount of $ 9,848.00.

B. Requesting authority for County Judge to execute scope of work for various requisitions (stated above) for Calence LLC. .

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 8-1100-415-00-200-002-0-745
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Funding available in various requisitions.

FISCAL YEAR: 2007 **ACCT. #:** 8-1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Funding available in various requisitions.

Attachments

Link: Calence

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	02/21/2008 03:41 PM	APRV
2	Purchasing Department	Marty Salazar	02/21/2008 03:42 PM	APRV
3	Budget & Management	Dina Trevino	02/21/2008 03:44 PM	APRV
4	Erika Reyna	Erika Reyna	02/22/2008 09:30 AM	APRV
5	Auditor's Office	Linda Fong	02/22/2008 01:15 PM	APRV
6	Elizabeth Cano		02/22/2008 05:11 PM	NEW

Form Started By: Priscilla Torres Started On: 02/20/2008 10:01 AM

Final Approval Date: 02/22/2008

Requisition

Req # 00125816

PO #

Date: 01/24/08

AT #8018

Bill To: x
x

Vendor : 327913
CALENCE LLC
1560 WEST FOUNTAINHEAD PARKWAY
2ND FLOOR
TEMPE AZ 85282
FAX (408)547-0327

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

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **DIR-SDD-236**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE # 012908TF-1		
		DO NOT DUPLICATE ORDER		
2	EACH	Aironet 1410 Wireless Bridge with 22.5 dBi Antenna, FCC Cnfg	2,799.44	5,598.88
2	EACH	SMARTNET 8X5XNBD Aironet 1410 Wireless	320.00	640.00
2	EACH	100 ft Dual RG-6 Cable Assembly w/F-Type Connectors	61.04	122.08
2	EACH	Aironet 1400 Multi Function Mount	38.64	77.28
1	EACH	Installation and configuration of quoted equipment	4,634.00	4,634.00
		Account No	Encumbrance	
		8-1100-415-00-200-002-0-745	11,072.24	
			Freight	.00
			Total	11,072.24
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

REQ. 125816

CALENCE℠

Putting your network to work.℠

Go DIRect

DIR Contract Number: DIR-SDD-236

Address:
1130 Rutherford Lane
Bldg 2, Suite 208
Austin, Texas 78753
Order Phone: 800-369-9130
Order Fax: 512-691-9480

Qty	Part No.	Description	List	Cost	Extended
2	AIR-BR1410A-A-K9	Aironet 1410 Wireless Bridge with 22.5 dBi Antenna, FCC Cnfg	$ 4,999.00	$ 2,799.44	$ 5,598.88
2	AIR-PWR-CORD-NA	AIR Line Cord North America	$ -	$ -	$ -
2	S141W7K9-12308JEA	Cisco 1410 Series IOS WIRELESS LAN	$ -	$ -	$ -
2	CON-SNT-BR14110	SMARTNET 8X5XNBD Aironet 1410 Wireles	$ 400.00	$ 320.00	$ 640.00
2	AIR-CAB100DRG6-F	100 ft Dual RG-6 Cable Assembly w/F-Type Connectors	$ 109.00	$ 61.04	$ 122.08
2	AIR-ACCMFM1400=	Aironet 1400 Multi Function Mount	$ 69.00	$ 38.64	$ 77.28
1	Installation	Installation and configuration of quoted equipment.	NA	$ 4,634.00	$ 4,634.00
		*** Lead time is 4 weeks.**			
				TOTAL FOR THIS ORDER:	$ 11,072.24
	Vendor Contact: Tim Fain - (512) 691-2026 - timothy.fain@calence.com			QUOTE NUMBER:	012908TF-1

Ship To:
Ronan Ramirez
Hidalgo County

956-318-2151
Phone

Customer E-Mail Address: renan@co.hidalgo.tx.us

Calence Invoice To:

Phone

Quote Date: 1/29/2008

SCANNED

DATE: February 13, 2008

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 7-1100-415-00-200-002-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
350	COMPUTER DEPT-CONTRACTUAL SERVICES	745	COMPUTER DEPT- COMPUTER EQUIPMENT	$30,000.00
			TOTAL	$30,000.00

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-7920 **2.J.0.**

Budget Line Item Transfer

CC CONSENT

Date: 02/20/2008
Submitted By: Edna Kirby, IT DEPARTMENT
Department: IT DEPARTMENT
Agenda Area: Intradepartmental Transfers:

Information

CAPTION
2008 I. T. Department (1100)

BACKGROUND

Fiscal Impact

Attachments

Link: Intra-Dept

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Edna Kirby	02/13/2008 03:04 PM	CREATED
1	Budget & Management			NEW
2	Auditor's Office			
3	Court Administrator			

Form Started By: Edna Kirby Started On: 02/13/2008 03:04 PM

REQ. 125816

Bridge Install Services Agreement

for

Hidalgo County

Services Agreement No. 200801134-a1

January 17, 2008

Developed By

Calence, LLC

Corporate Office
1560 W. Fountainhead Parkway, 2nd Floor
Tempe, Arizona 85282

McAllen Office
2712 N. McColl Rd.
McAllen, TX 78501

CALENCE®

©2008 CALENCE, LLC. ALL RIGHTS RESERVED.
The information contained herein is considered Calence trade secret and/or confidential and proprietary information and is produced solely for the Client identified above; accordingly, this Agreement is provided to Client in confidence on the understanding that it will not be disclosed to any other party without the prior written consent of Calence. Calence makes no warranties, express or implied, in this Agreement. Calence and Calence products or services named herein are either registered trademarks or trademarks of Calence, LLC in the United States and/or other countries. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

Services Agreement

THIS SERVICES AGREEMENT (this "Agreement") is dated effective January 17, 2008 ("Effective Date") by and between Calence, LLC, a Delaware limited liability company ("Calence") and Hidalgo County, a(n) _____ ___corporation ___limited liability company ___partnership ("Hidalgo County" or "Client") whereby Calence agrees to provide particular consulting services ("Services") to the Client as further described below, subject to the Terms and Conditions attached hereto, which are made a part of this Agreement and incorporated herein by this reference.

Objectives

Calence will meet the following Services objectives:

- Install and configure two AIR-BR1410A-A-K9

Scope and Approach

Calence will perform the following Services:

Project Management

- Be the primary point of contact to Client on all project issues, needs and concerns
- Conduct an initial planning meeting prior to the start of the project
- Complete change-request documentation as required
- Manage Client expectations and satisfaction throughout the project
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate and document project issues as necessary
- Provide team leadership and guidance
- Create and maintain a project plan in conjunction with Hidalgo County and measure weekly progress against mutually agreed-upon milestones
- Schedule and conduct team update/status meetings
- Schedule and conduct project status meetings with Hidalgo County's designated project representative
- Prepare written status reports for Hidalgo County at mutually agreed-upon intervals

Bridge Install

- Install and configure bridges
- Locations of the bridges have already been determined between County of Hidalgo personnel and Calence
  - 1-County Courthouse
  - 1-Old Kmart Building

Deliverables

Calence will provide the following Deliverables:

- Electronic copies of final configurations

Assumptions and Requirements

The following assumptions and requirements apply for this Services engagement:

1. Hidalgo County will provide the IP scheme, names and passwords required to complete this task.
2. All software, hardware, network wiring, permits, licenses and right of ways necessary for the completion of this project will be acquired and/or installed by Hidalgo County in a timeframe that allows Calence to complete or meet the project-specific milestones.
3. Hidalgo County and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Calence and (b) provide input throughout the project and will review progress at review meetings requested by Calence. In addition, Hidalgo County shall, at all times and diligently and in good faith, comply with Calence's reasonable requests to furnish Calence or perform, at Hidalgo County's expense, all technical matter, data, information, operating supplies, and Client Technology, together with knowledgeable personnel, as reasonably determined by Calence to be necessary for the performance of this Agreement. Calence is hereby granted and shall have a nonexclusive, royalty-free license, during the term of this Agreement, to access and use the Client Technology solely for the purposes of delivering the Services to Hidalgo County. Such cooperation, input, access, and license are critical to this project, and Hidalgo County's representation at all review meetings is essential.
4. Client shall, at all times and diligently and in good faith, comply with Calence's reasonable requests to furnish Calence or perform, at Client's expense, all technical matter, data, information, operating supplies, and Client Technology, together with knowledgeable personnel, as reasonably determined by Calence to be necessary for the performance of this Agreement. Calence is hereby granted and shall have a nonexclusive, royalty-free license, during the term of this Agreement, to access and use the Client Technology solely for the purposes of delivering the Services to Client.
5. Hidalgo County will ensure that the Calence project staff is given access to all necessary facilities and workspace, and is provided all furniture, supplies and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc.) required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, Hidalgo County will ensure that the work environment is free of hazardous materials and free from asbestos, and that all Calence personnel are provided with all necessary safety equipment and training while on Hidalgo County's or its customer's site.
6. Hidalgo County is responsible for providing adequate and secure onsite storage for all deliveries.
7. Hidalgo County is responsible for: (a) Back-up and/or data migration of existing data unless otherwise agreed to by Calence; (b) Computer sys-

tem and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.

8. All Services will be performed over a consecutive timeframe unless otherwise provided herein or agreed to by Calence in writing. Calence will schedule resources upon receipt and acceptance of a fully executed Agreement and a Purchase Order (to the extent required) from Hidalgo County. Calence will use commercially reasonable efforts to take into account Hidalgo County's schedule, but in all events the performance of the Services is subject to the availability of Calence personnel and resources, as determined by Calence. Any cancellations or changes in a project schedule that are requested by Hidalgo County and that do not proximately result from an act or omission by Calence will be subject to a charge of 4 hours billed at the rate of $150 per hour.
9. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
10. No formal user training is included in this Agreement. User training is available for an additional cost.
11. Hidalgo County will communicate any issues or concerns with respect to the Services or Deliverables in a timely manner.
12. Work estimates assume the Services will be completed within the duration stated in the Timeframes section below. Calence is not responsible for delays or repeated tasks caused by factors outside Calence's control. These factors include availability of Client personnel, equipment and telecommunication provider services. Hidalgo County will compensate Calence for any out-of-scope work requested by Hidalgo County on an hourly basis at Calence's standard hourly rates (unless otherwise agreed to in writing by the parties).
13. Calence has no obligation to, and will not, install, mount, affix, screw, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Calence has no obligation to, and will not, run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. To the extent that any such services are required, such services will be performed by another person or entity engaged directly by Hidalgo County.
14. Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to Hidalgo County.

Timeframes

Calence estimates that the Services described herein will be completed within 1 week after the start of the project.

Fees

Consulting Fees

Services will be provided for the fixed fee listed below.

	Fixed Consulting Fee
Bridge Install	$4,634.00

Pricing Assumptions

1. Consulting Fees pricing does not include any necessary hardware/software costs, and expenses are not reimbursable.
2. Shipping and taxes, if applicable, are not included.
3. All prices are in U.S. dollars.
4. The work to be performed will be completed during normally scheduled working hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday), excluding Calence observed holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The day after Thanksgiving, Christmas Eve, Christmas Day).

Taxes

Hidalgo County shall pay all sales, use and/or other taxes (including international, federal, state, municipal or otherwise, but excluding any Calence income, employee or revenue taxes) that are levied or imposed as a result of Calence's performance of the Services, and Hidalgo County shall promptly reimburse Calence for any such taxes that Calence is required to pay or collect.

Invoicing and Payment

Hidalgo County will be invoiced monthly, based on the percentage of the Services completed that month.

Client will be invoiced for any "product" (i.e., hardware, software, documentation, accessories, materials, supplies and parts) associated with this Services Agreement upon delivery to a common carrier. Payment for any invoice for product (as listed above) is due within 30 days from invoice date.

All fees, expenses, taxes, and other charges are due by Hidalgo County within 30 days from invoice date. If any amount is not paid upon the due date, Calence shall be entitled to receive the amount due plus interest thereon at the rate of 1.5% per month (or such lower rate as shall be the highest permissible contract rate under applicable law) on all amounts that are not paid on or before the date due. Any payment received from Hidalgo County may be applied by Calence in its discretion.

Credit Approval

This Agreement is subject to credit approval by Calence. Hidalgo County agrees to submit such financial information from time to time as may be reasonably requested by Calence for the establishment and/or continuation of credit terms.

Location

The engagement will be performed at Hidalgo County's facilities located at 100 North Closner, Edinburg, Texas 78539.

Client Contact Information

Hidalgo County's contact for this engagement is Renan Ramirez (phone: 659.292.7010; email: renance@co.hidalgo.tx.us), who will be responsible for making the arrangements necessary to accommodate Calence staff members and provide them with the Hidalgo County resources required to complete the project.

Change Management

Calence reserves the right to increase the fees and other amounts due to it hereunder in the event any of the assumptions or requirements set forth in this Services Agreement are unperformed or incorrect, or if Hidalgo County requests Calence to provide additional services outside the scope of Services. In any such event, Calence will have no obligation to perform the affected Services or any additional services unless Calence has agreed, in writing, to the increased fees and/or the additional scope, as applicable, in the form of an addendum to this Agreement.

Escalation Procedure

Communications from Client to Calence concerning the Services provided under this Services Agreement will be escalated in accordance with the following table. Names are listed in the order in which escalation occurs.

Title	Name	Contact Information
Account Manager	Diana Berger	Phone: 956) 661-5561 Fax: 956.661.5550 Email: diana.berger@calence.com
Project Manager	David Avila	Phone: 956.975.1635 Fax: 956.661.5550 Email: david.avila@calence.com
Consulting Market Director	Terry Hartman	Phone: 956.661.5874 Fax: 956.661.5550 Email: terry.hartman@calence.com

Acceptance Date

This offer of Services will be good through February 15, 2008. Signature by Hidalgo County indicates acceptance and authorization to proceed with the Services.

Invoicing Procedures

Calence will send invoices to:

Hidalgo County

Address:_____

_____

Attention: Accounts Payable

Accounts Payable Contact:_____

Phone:_____

A Purchase Order ☐ Is ☐ Is Not required for payment of invoices.

Purchase Order Number: _____

IN WITNESS WHEREOF, Hidalgo County and Calence have executed this Agreement effective as of the Effective Date. Client, by signing below, expressly acknowledges and affirms that Client has carefully read and agrees to this entire Agreement, including the attached Terms and Conditions.

Calence, LLC

Signature: _____

Name: Robert Latham

Title: SVP

Business Address:

1560 W. Fountainhead Parkway
2nd Floor
Tempe, AZ 85282

Hidalgo County

Signature: _____

Name: _____

Title: _____

Business Address:

_____

_____

_____

TERMS AND CONDITIONS

Ownership. All rights and title to any written materials specifically created, designed, or developed by Calence for Client hereunder (each, a "Deliverable") shall belong to Client when the Services are fully paid for by Client, subject to the licenses granted in this Agreement and the other terms and provisions of this Agreement. Nothing in this Agreement is intended to or shall convey to Client any right, title, or interest whatsoever in or to hardware, software (including source or compiled computer code), documentation, information or materials, as well as any proprietary method, process or technique, in any form, tangible or intangible, used by Calence, or by Calence's representatives or contractors on behalf of Calence, in Calence's performance under the Agreement. In addition, Calence shall retain all right, title, and interest in and to any non-public information, trade secret, technical and non-technical data, idea, design, system, concept, technique, method, model, process, skill, know-how, expertise, work of authorship, analysis, flowchart, note, outline, formula, process, algorithm, intellectual capital, invention, discovery, or other property or materials, whether or not copyrightable or patentable under applicable law, that is conceived, created, developed, or reduced to practice by Calence or its employees, agents, contractors or representatives prior to or during Calence's performance under this Agreement ("Calence Work"), whether or not embedded in, incorporated into, or used in connection with the Services or Deliverables provided under this Agreement. All rights not expressly granted hereunder by Calence shall be retained by Calence.

Licenses. Upon Calence's receipt of full payment for the Services, Calence grants Client a non-exclusive, royalty-free, worldwide, non-transferable, perpetual, irrevocable right and license to use Pre-Existing Work embedded in the Deliverables, but only in connection with Client's use of the Deliverables in which it is embedded so long as such use is unrelated to the design, development, manufacture or marketing of goods or services competitive with those of Calence, and subject to the terms and conditions of this Agreement. Client hereby grants to Calence a non-exclusive, royalty-free, worldwide, non-transferable, perpetual, and irrevocable right and license to use, sell, improve, copy, prepare derivative works of, display, perform, and distribute any Deliverables, subject to the terms of the "Confidentiality" section below.

Confidentiality. The parties acknowledge that they may each be exposed to or acquire Confidential Information of the other party. For the purposes of this Agreement, "Confidential Information" shall mean any information, including, but not be limited to, sales, marketing, financial, technical, employment data, statistics, census or performance information, customers, contracts, or other ideas, data, methodologies or concepts related to or received by one party (the "Receiving Party") from the other party (the "Disclosing Party"): (i) that is clearly marked Proprietary and/or Confidential; (ii) whose confidential or proprietary nature has been made known by the Disclosing Party to the Receiving Party; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Calence's Confidential Information includes, without limitation, Calence Work (and/or materials incorporating, based upon or derived from Calence Work). Each party agrees to hold each other's Confidential Information in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform their respective obligations under this Agreement. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information of the Disclosing Party to Receiving Party's employees and agents who have a "need to know" the Confidential Information and have agreed with the Receiving Party, in writing, to protect the Confidential Information in accordance with the terms of this Agreement. Each party shall take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information. Confidential Information shall not include information that: (i) at the time of its disclosure, or thereafter, comes into the public domain (through means other than a party's breach of this Agreement); (ii) was known to the Receiving Party as of the time of its disclosure without restriction or obligation of confidentiality; (iii) is independently developed by the Receiving Party; or (iv) is subsequently learned from a third party not under a confidentiality obligation to the Disclosing Party. This Agreement does not transfer to a party any title to or ownership rights in the other party's Confidential Information.

Disclaimers. CLIENT EXPRESSLY ACKNOWLEDGES THAT CALENCE'S SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, RESULT, OUTCOME, INFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. ACCORDINGLY, CLIENT EXPRESSLY WAIVES ITS RIGHT TO ASSERT ANY CLAIM AGAINST CALENCE ARISING OUT OF ANY EXPRESS WARRANTY OR ANY WARRANTY, DUTY OR OBLIGATION IMPLIED IN LAW. CLIENT ACKNOWLEDGES THAT CALENCE'S OBLIGATIONS TO CLIENT ARE GOVERNED SOLELY BY THIS AGREEMENT AND EXPRESSLY WAIVES ITS RIGHT TO ASSERT ANY CLAIM AGAINST CALENCE ARISING UNDER TORT LAW, AS WELL AS ANY OTHER CLAIM UNDER ANY OTHER LEGAL OR EQUITABLE THEORY OTHER THAN A CLAIM OF MATERIAL BREACH OF THIS AGREEMENT.

Limitation of Liability. CALENCE'S SOLE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF PROJECT FEES PAID OR $25,000. UNDER NO CIRCUMSTANCE SHALL CALENCE BE HELD LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE UNDER ANY LEGAL OR EQUITABLE THEORY. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS AND EXCLUSIONS SET FORTH HEREIN REPRESENT THE PARTIES' AGREEMENT AS TO THE ALLOCATION OF RISK BETWEEN THE PARTIES IN CONNECTION WITH CALENCE'S OBLIGATIONS UNDER THIS AGREEMENT. THE FEES PAYABLE TO CALENCE REFLECT, AND ARE SET IN RELIANCE UPON, THE ALLOCATION OF RISK SET FORTH AND THE EXCLUSIONS AND LIMITATIONS SET FORTH HEREIN.

Indemnification. Client agrees to indemnify Calence for, from and against any claim by any third party asserted against Calence arising from: (i) Calence's alleged performance and/or nonperformance of any of its obligations or Services under this Agreement; (ii) the occurrence or nonoccurrence of any event alleged to be proximately caused by the failure of any Client Technology as hereinafter defined; (iii) any act or omission on the part of Client (and/or its employees and/or any person or entity acting on Client's behalf); or (iv) any claim that the Client Technology, including the use of the Client Technology by Calence, infringes any third-party patent, trademark, copyright or other right. For the purposes of this Agreement, "Client Technology" shall mean Client's proprietary technology, including, without limitation, Client's network, routers, computers, communication lines and/or other equipment, hardware, software or data owned by, licensed to, leased by and/or used by Client. Calence shall promptly notify Client of any such claims and Calence shall have the right to retain its own counsel, control the response thereto and the defense thereof, and Client shall further cooperate with Calence in the defense of any such claims as reasonably requested by Calence. Client shall not independently defend or respond to any such claim.

No Hiring. Client shall not solicit or make offers of employment, in any capacity, either directly or indirectly, or enter into any consulting relationships or agreements with the employees of Calence during the term of this Agreement and for one year thereafter without Calence's prior written consent.

Entire Agreement; Purchase Orders; Survivability. Each party to this Agreement acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement (and all appendices and exhibits attached hereto) constitutes the complete and exclusive statement of the terms and conditions between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and/or written, between the parties related to the subject matter hereof. Calence specifically objects to any additional terms being added through a purchase order or similar document. If a purchase order is required by Client, the parties agree that any additional terms contained therein shall not become part of this Agreement and specifically that the terms of this Agreement shall supersede any inconsistent terms in any purchase order between the parties. All provisions of this Agreement shall survive the termination of this Agreement.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to choice of law principles. The parties consent and submit to the jurisdiction and venue of the state and federal courts located in Maricopa County of the State of Arizona for any dispute relating to the terms, interpretation or performance of this Agreement (other than claims for preliminary injunctive relief or other pre-judgment remedies).

Requisition

Req # 00126896
PO #
Date: 02/11/08

Bill To: x
x

Vendor : 327913
CALENCE LLC
2712 N. MCCOLL
MCALLEN TX 78501
FAX (408)547-0327

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

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **DIR-SDD-236**
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE # 012408TF-3		
		DO NOT DUPLICATE ORDER		
1	EACH	CSA 5.2 Starter Kit [MC, 1 Server, and 10 Desktop Agents]	1,680.00	1,680.00
1	EACH	SW APP SUPP + UPGR CSA 5.2 Starter Kit	312.00	312.00
5	EACH	Cisco Security Agent [1 Server Agent Bundle]	588.00	2,940.00
5	EACH	SW APP SUPP Cisco Security Server Agent	109.60	548.00
1	EACH	Cisco Security Agent [10 Server Agent Bundle]	5,880.00	5,880.00
1	EACH	SW APP SUPP Cisco Security Server Agent - 10 Agents	1,092.00	1,092.00
1		Installation and configuration	28,872.00	28,872.00
		Account No	Encumbrance	
		8-1100-415-00-200-002-0-745	41,324.00	
			Freight	.00
			Total	41,324.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

CALENCE℠

Putting your network to work.℠

Go DIRect

DIR Contract Number: DIR-SDD-236

Address:
1130 Rutherford Lane
Bldg 2, Suite 208
Austin, Texas 78753
Order Phone: 800-369-9130
Order Fax: 512-691-9480

Qty	Part No.	Description	List	Cost	Extended
Cisco CSA					
1	CSA-START-5.2-K9=	CSA 5.2 Starter Kit [MC, 1 Server, and 10 Desktop Agents]	$ 3,000.00	$ 1,680.00	$ 1,680.00
1	CON-SAU-CONSAS5K	SW APP SUPP + UPGR CSA 5.2 Starter Kit	$ 390.00	$ 312.00	$ 312.00
5	CSA-SRVR-K9=	Cisco Security Agent [1 Server Agent Bundle]	$ 1,050.00	$ 588.00	$ 2,940.00
5	CON-SAU-CSA-SRVR	SW APP SUPP Cisco Security Server Agent	$ 137.00	$ 109.60	$ 548.00
1	CSA-B10-SRVR-K9	Cisco Security Agent [10 Server Agent Bundle]	$ 10,500.00	$ 5,880.00	$ 5,880.00
1	CON-SAU-CSA-B10S	SW APP SUPP Cisco Security Server Agent - 10 Agents	$ 1,365.00	$ 1,092.00	$ 1,092.00
Installation					
1	Installation	Installation and configuration	NA	$ 28,872.00	$ 28,872.00
		*** Lead time is 2 weeks.**			
		NOTE: ALL Order Forms MUST BE COMPLETELY FILLED OUT AND SUBMITTED WITH ASIGNED PURCHASE ORDER or Order will be delayed....			
		DIR Contract Number: DIR-SDD-236		TOTAL FOR THIS ORDER:	$ 41,324.00
		Vendor Contact: Tim Fain - (512) 691-2026 - timothy.fain@calence.com		QUOTE NUMBER:	012408TF-3

Ship To:
Renan Ramirez
County of Hidalgo

956-318-2151
Phone

Customer E-Mail Address: renan@co.hidalgo.tx.us

Calence Invoice To:

Phone

Quote Date: 1/24/2006

SCANNED

REQ. 126896

CSA Implementation Statement of Work

for

County of Hidalgo

Statement of Work No. 200711023-s1

February 13, 2008

Developed By

Calence, LLC

Corporate Office
1560 W. Fountainhead Parkway, 2nd Floor
Tempe, AZ 85282

McAllen Office
2712 N. McColl Rd.
McAllen, TX 78501

CALENCE℠

©2007 CALENCE, LLC. ALL RIGHTS RESERVED.
The information contained herein is considered Calence trade secret and/or confidential and proprietary information and is produced solely for the Customer identified above; accordingly, this Statement of Work is provided to Customer in confidence on the understanding that it will not be disclosed to any other party without the prior written consent of Calence. Calence makes no warranties, express or implied, in this Statement of Work. Calence and Calence products or services named herein are either registered trademarks or trademarks of Calence, LLC in the United States and/or other countries. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

Statement of Work

This Statement of Work is made effective February 13, 2008 ("Effective Date") by and between Calence, LLC ("Calence") and County of Hidalgo ("County of Hidalgo" or "Customer") and is delivered pursuant and subject to the terms and conditions of the Contract for Products and Related Services, DIR Contract No. DIR-SDD-236 dated May 9, 2006 (the "Agreement") between Calence and State of Texas Department of Information Resources ("DIR"). This Statement of Work will be incorporated by reference into the Agreement and become a part of the Agreement upon execution by both parties. Unless otherwise indicated, capitalized terms used herein that are defined in the Agreement will have the same meanings as in the Agreement. In the event of any conflict between this Statement of Work and the Agreement, the Statement of Work will control.

Objectives

Calence will meet the following Services objectives:

- Assist the County of Hidalgo with the installation and piloting of a proof of concept Cisco Security Agent (CSA) environment consisting of 1 CSA management server, and 3 servers in test mode
  - The Pilot will consist of no more than 10 non-standard applications combined on the server
  - Once the pilot is complete, the CSA rollout will commence to all 30 servers

Scope and Approach

Calence will perform the following Services:

Project Management

- Be the primary point of contact to Customer on all project issues, needs and concerns
- Conduct an initial planning meeting prior to the start of the project
- Complete change-request documentation as required
- Manage Customer expectations and satisfaction throughout the project
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate and document project issues as necessary
- Provide team leadership and guidance
- Create and maintain a project plan in conjunction with County of Hidalgo and measure weekly progress against mutually agreed-upon milestones
- Schedule and conduct team update/status meetings
- Schedule and conduct project status meetings with County of Hidalgo's designated project representative
- Prepare written status reports for County of Hidalgo at mutually agreed-upon intervals

CSA Implementation

- Review business and technical requirements related to the implementation of the CSA servers and VMS management console
- Assess the County of Hidalgo server hardware and software profiles to develop standard agent kits
  - Review Applications on Pilot Server
    - Application A
    - Application B
    - Application C
- Review and provide feedback on the application testing plans completed during the project
  - Base Group
  - Admin Group - this will include an inventory of applications needed by IT system administrators that are not covered in the base group
  - Server Group - this will include an inventory of applications needed by IT system administrators that are not covered in the base group
  - review and provide feedback on the application testing plans completed during the project
- Recommend standard image strategy required to support the CSA deployment
- Support County of Hidalgo with the documentation of required server applications
  - Provide a template for documenting an application test plan used to validate and tune the CSA policies for each server image kit
  - Review and provide feedback on the application testing plans completed during the project (this will include an inventory of applications shared by all servers image kits)
- Review and provide feedback on the application testing plans completed during the project
- Install and configure the management center for the CSA to manage and monitor the deployed CSA agents
- Evaluate the log information generated by the agents running in test mode and update the policies as needed for up to 14 days
- Document application support issues and work with Hidalgo County management for resolution

Developed Works

Calence will provide the following Developed Works:

- Documentation of the installation, configuration and ongoing management of the CSA system
- Documentation on creation of the CSA agent within the CSA Management Console

All rights and title to any Developed Works shall belong to Customer. All rights and title to Copyright Materials and Trade Secret Materials shall belong to Calence, subject to the license expressly granted in this Statement of Work. All rights and title to Calence Resources shall belong to Calence, without any license with respect thereto Customer or any third party. All rights not expressly granted by Calence hereunder are reserved by Calence.

Subject to Customer's performance of its obligations under this Statement of Work, including its payment obligations, Calence hereby grants to Customer a nonexclusive, nontransferable, limited license (without the right to grant sublicenses), to use, execute, copy and create derivative works of the Copyright Materials, and to use Trade Secret Materials: (i) solely for Customer's internal business purposes; (ii) not for the benefit of, or access by, any third party other than Customer's contractors who are subject to written agreements consistent with this Statement of Work and who act solely for the benefit of Customer; and (iii) subject to all other provisions of the Agreement and this Statement of Work.

For the purposes of this Statement of Work:

- "Calence Resources" means all software, documentation, information and materials used by Calence, or by Calence's contractors on behalf of Calence, in Calence's performance under this Statement of Work.
- "Copyright Materials" means all works of authorship recorded or copied in the Developed Works, and which may include designs, plans, blueprints, manuals, diagrams, activity reports, security assessments, and other written materials.
- "Trade Secret Materials" means all non-public information that is provided to Customer under this Statement of Work, and which may include patent applications, trade secrets, technical and non-technical data, business methods and models, drawings, processes, formulas, ideas, concepts, know-how, techniques, sketches, models, inventions, processes, algorithms, formulas, and including information regarding experiments, developments, designs and specifications.

Assumptions and Requirements

The following assumptions and requirements apply for this Services engagement:

1. Customer will provide the equipment necessary to test the CSA system prior to deployment. Calence will provide a list of equipment needed for the lab prior to the start of the project.
2. * Customer will have the lab configured to Calence specifications prior to the start of the project.
3. All software, hardware, network wiring, permits, licenses and right of ways necessary for the completion of this project will be acquired and/or installed by County of Hidalgo in a timeframe that allows Calence to complete or meet the project-specific milestones.

4. County of Hidalgo and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Calence, (b) provide input throughout the project and will review progress at review meetings requested by Calence; and (c) provide Calence with access to all of County of Hidalgo's information, documentation and technology, necessary for Calence to perform the Services in accordance with this Statement of Work, including a list of all Customer and third-party contacts necessary for Calence to do so. Such cooperation, input, and access are critical to this project, and County of Hidalgo's representation at all review meetings is essential.

5. County of Hidalgo will ensure that the Calence project staff is given access to all necessary facilities and workspace, and is provided all furniture, supplies and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc.) required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, County of Hidalgo will ensure that the work environment is free of hazardous materials and free from asbestos, and that all Calence personnel are provided with all necessary safety equipment and training while on County of Hidalgo's or its customer's site.

6. County of Hidalgo is responsible for providing adequate and secure onsite storage for all deliveries.

7. County of Hidalgo is responsible for: (a) Back-up and/or data migration of existing data unless otherwise agreed to by Calence; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.

8. All Services will be performed over a consecutive timeframe unless otherwise provided herein or agreed to by Calence in writing. Calence will schedule resources upon receipt and acceptance of a fully executed Statement of Work and a Purchase Order (to the extent required) from County of Hidalgo. Calence will use commercially reasonable efforts to take into account County of Hidalgo's schedule, but in all events the performance of the Services is subject to the availability of Calence personnel and resources, as determined by Calence.

9. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.

10. No formal user training is included in this Statement of Work. User training is available for an additional cost.

11. County of Hidalgo will communicate any issues or concerns with respect to the Services or Developed Works in a timely manner.

12. Any work performed around undocumented data flows will constitute additional out-of-scope work.
13. Work estimates assume the Services will be completed within the duration stated in the Timeframes section below. Calence is not responsible for delays or repeated tasks caused by factors outside Calence's control. These factors include availability of Customer personnel, equipment and telecommunication provider services. County of Hidalgo will compensate Calence for any out-of-scope work requested by County of Hidalgo on an hourly basis at Calence's standard hourly rates (unless otherwise agreed to in writing by the parties).
14. Customer agrees to hold information designated in writing as confidential or proprietary by Calence in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Customer's obligations hereunder and except as otherwise permitted by this Statement of Work or applicable Texas law. Nothing herein transfers to Customer any title to or ownership rights in any such information; and, upon written request of Calence, Customer shall promptly return or delete any such information which it has in its possession.
15. Calence has no obligation to, and will not, install, mount, affix, screw, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Calence has no obligation to, and will not, run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. To the extent that any such services are required, such services will be performed by another person or entity engaged directly by County of Hidalgo.
16. Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to County of Hidalgo.

Timeframes

Calence estimates that the Services described herein will be completed within 4 weeks after the start of the project.

Fees

Consulting Fees

Services will be provided for the fixed fee listed below.

	Fixed Consulting Fee
CSA Implementation	$28,872

Pricing Assumptions

1. Consulting Fees pricing does not include any necessary hardware/software costs, and expenses are not reimbursable.
2. Shipping and taxes, if applicable, are not included.

3. All prices are in U.S. dollars.
4. The work to be performed will be completed during normally scheduled working hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday), excluding Calence observed holidays.

Invoicing and Payment

County of Hidalgo will be invoiced monthly, based on the percentage of the Services completed that month, and will pay each invoice within 30 days from invoice date.

Customer will be invoiced for any "product" (i.e., hardware, software, documentation, accessories, materials, supplies and parts) associated with this Statement of Work upon delivery to a common carrier. Payment for any invoice for product (as listed above) is due within 30 days from invoice date.

Credit Approval

This Statement of Work is subject to credit approval by Calence. County of Hidalgo agrees to submit such financial information from time to time as may be reasonably requested by Calence for the establishment and/or continuation of credit terms.

Location

The engagement will be performed at County of Hidalgo's facilities located at 100 N. Closner Blvd, Edinburg, TX 78539.

Customer Contact Information

County of Hidalgo's contact for this engagement is Renan Ramirez (phone: 956.318.2151; fax: 956.318.2152; email: renan@co.hidalgo.tx.us) who will be responsible for making the arrangements necessary to accommodate Calence staff members and provide them with the County of Hidalgo resources required to complete the project.

Consent

County of Hidalgo represents and acknowledges that it has requested Calence to perform the Services described herein. These Services may include certain network security assessment, penetration or intrusion testing services with respect to County of Hidalgo's computer and information system, including the network, routers and computers, and other client technology. The purpose of the Services is to assess the security of the client technology, including the ability of unauthorized individuals to access the client technology. Accordingly and notwithstanding anything to the contrary in the Agreement, County of Hidalgo acknowledges, accepts and assumes the risk and liability that during the normal course of business, whether at the time the Services are performed or at some unknown future time, a risk exists that unauthorized persons or entities may, among other things, gain access to, attach and/or impair the integrity of the client technology temporarily or permanently causing damage to all or part of the client technology notwithstanding that Calence has used reasonable efforts to provide any Services in a good, professional, workmanlike manner in accordance with this Statement of Work.

Change Management

Calence reserves the right to increase the fees and other amounts due to it hereunder in the event any of the assumptions or requirements set forth in this Statement of Work are unperformed or incorrect, or if County of Hidalgo requests Calence to provide additional services outside the scope of Services. In any such event, Calence will have no obligation to perform the affected Services or any additional services unless Calence has agreed, in writing, to the increased fees and/or the additional scope, as applicable, in the form of an addendum to this Statement of Work.

Escalation Procedure

Communications from Customer to Calence concerning the Services provided under this Statement of Work will be escalated in accordance with the following table. Names are listed in the order in which escalation occurs.

Title	Name	Contact Information
Account Manager	Diana Berger	Phone: 956.661.5561 Email: diana.berger@calence.com
Project Manager	David Avila	Phone: 956.975.1635 Email: david.avila@calence.com
Consulting Market Director	Terry Hartman	Phone: 956.661.5874 Email: terry.hartman@calence.com

Acceptance Date

This offer of Services will be good through March 11, 2008. Signature by County of Hidalgo indicates acceptance and authorization to proceed with the Services.

Invoicing Procedures

Calence will send invoices to:

County of Hidalgo
100 N. Closner Blvd
Edinburg, TX 78539
Attention: Accounts Payable

Accounts Payable Contact:_____

Phone: _____

A Purchase Order ☐ Is ☐ Is Not required for payment of invoices.

Purchase Order Number: _____

IN WITNESS WHEREOF, County of Hidalgo and Calence have executed this Statement of Work as of the date set forth above.

Calence, LLC	**County of Hidalgo**
Signature: [signature]	Signature: _____
Name: [illegible]	Name: _____
Title: EVP	Title: _____
Date: 2/14/08	Date: _____

Requisition

Req # 00126903

PO #

Date: 02/11/08

Bill To: x
x

Vendor : 327913
CALENCE LLC
2712 N. MCCOLL
MCALLEN TX 78501
FAX (408)547-0327

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

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **DIR-SDD-235**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE 012408TF-1		
		DO NOT DUPLICATE ORDER		
1	EACH	VLAN Redesign Project	8,064.00	8,064.00
		Account No	Encumbrance	
		8-1100-415-00-200-002-0-336	8,064.00	
			Freight	.00
			Total	8,064.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

CALENCE℠

Putting your network to work.℠

REQ. 126903

Go DIRect

DIR Contract Number: DIR-SDD-235

Address:
1130 Rutherford Lane
Bldg 2, Suite 208
Austin, Texas 78753
Order Phone: 800-369-9130
Order Fax: 512-691-9480

Qty	Part No.	Description	List	Cost	Extended
Calence ProServices					
1	ProServices	VLAN Redesign Project	NA	$ 8,064.00	$ 8,064.00
NOTE: ALL Order Forms MUST BE COMPLETELY FILLED OUT AND SUBMITTED WITH ASIGNED PURCHASE ORDER or Order will be delayed....					
		DIR Contract Number: DIR-SDD-235		TOTAL FOR THIS ORDER:	$ 8,064.00
		Vendor Contact: Tim Fain - (512) 691-2026 - timothy.fain@calence.com		QUOTE NUMBER:	012408TF-1

Ship To:
Renan Ramirez
County of Hidalgo

956-318-2151
Phone

Customer E-Mail Address: renan@co.hidalgo.tx.us

Calence Invoice To:

Phone

Quote Date: 1/24/2008

8,064

SCANNED

REQ. 126903

VLAN Redesign
Statement of Work

for

Hidalgo County

RECEIVED
2008 FEB 15 PM 3:35
COUNTY AUDITOR

Statement of

PURCHASING

Jan

MS. MAXY

D

Cal

THIS IS FOR

Co
1560 W. Founta
Tex

CALENCE

M
2712
Mc

CA

©2008 CALENCE, LLC. ALL RIGHTS RESERVED.
The information contained herein is considered Calence trade secret and/or confidential and proprietary information and is produced solely for the Customer identified above; accordingly, this Statement of Work is provided to Customer in confidence on the understanding that it will not be disclosed to any other party without the prior written consent of Calence. Calence makes no warranties, express or implied, in this Statement of Work. Calence and Calence products or services named herein are either registered trademarks or trademarks of Calence, LLC in the United States and/or other countries. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

Statement of Work

This Statement of Work is made effective January 24, 2008 ("Effective Date") by and between Calence, LLC ("Calence") and Hidalgo County ("Hidalgo County" or "Customer") and is delivered pursuant and subject to the terms and conditions of the Contract for Products and Related Services, DIR Contract No. DIR-SDD-236 dated May 9, 2006 (the "Agreement") between Calence and State of Texas Department of Information Resources ("DIR"). This Statement of Work will be incorporated by reference into the Agreement and become a part of the Agreement upon execution by both parties. Unless otherwise indicated, capitalized terms used herein that are defined in the Agreement will have the same meanings as in the Agreement. In the event of any conflict between this Statement of Work and the Agreement, the Statement of Work will control.

Objectives

Calence will meet the following Services objectives:

- Core Local Area Network VLAN new design and implementation

Scope and Approach

Calence will perform the following Services:

Project Management

- Be the primary point of contact to Customer on all project issues, needs and concerns
- Conduct an initial planning meeting prior to the start of the project
- Complete change-request documentation as required
- Manage Customer expectations and satisfaction throughout the project
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate and document project issues as necessary
- Provide team leadership and guidance
- Create and maintain a project plan in conjunction with Hidalgo County and measure weekly progress against mutually agreed-upon milestones
- Schedule and conduct team update/status meetings
- Schedule and conduct project status meetings with Hidalgo County's designated project representative
- Prepare written status reports for Hidalgo County at mutually agreed-upon intervals

VLAN Redesign

- Assist customer on the design, implementation and verification of a new Local Area Network VLAN deployment
- Reconfigure two main buildings (Court House main building and Old Administration building) with new VLAN design
- Modify each switch in all closets in each building during the implementation phase configuration

- The existing configuration will comply with the new design
- Most of the implementation phase will need to be done after business hours since the network traffic will be interrupted during the switches re-configuration

- The following general configuration will be implemented:
  - Create the new VLANs on the central database at the 6500 Catalyst core switch
  - Modify Layer 3 switches to become Layer 2 switches and centralized all the inter-VLAN routing at the core 6500 switch
  - Create VTP domains
  - Create VTP trunks between IDF's and the core 6500 switch (where applicable)
  - Verify VLAN Database propagation across the switches included in this SOW
  - Verify that workstations, servers and other network devices can access different resources across the network: Internet access, print services, File Servers, Mail services, etc.
  - Verify new design functionality and follow up with customer on any possible issue

Developed Works

Calence will provide the following Developed Works:

- Electronic copies of final configurations

All rights and title to any Developed Works shall belong to Customer. All rights and title to Copyright Materials and Trade Secret Materials shall belong to Calence, subject to the license expressly granted in this Statement of Work. All rights and title to Calence Resources shall belong to Calence, without any license with respect thereto Customer or any third party. All rights not expressly granted by Calence hereunder are reserved by Calence.

Subject to Customer's performance of its obligations under this Statement of Work, including its payment obligations, Calence hereby grants to Customer a nonexclusive, nontransferable, limited license (without the right to grant sublicenses), to use, execute, copy and create derivative works of the Copyright Materials, and to use Trade Secret Materials: (i) solely for Customer's internal business purposes; (ii) not for the benefit of, or access by, any third party other than Customer's contractors who are subject to written agreements consistent with this Statement of Work and who act solely for the benefit of Customer; and (iii) subject to all other provisions of the Agreement and this Statement of Work.

For the purposes of this Statement of Work:

- "Calence Resources" means all software, documentation, information and materials used by Calence, or by Calence's contractors on behalf of Calence, in Calence's performance under this Statement of Work.
- "Copyright Materials" means all works of authorship recorded or copied in the Developed Works, and which may include designs, plans, blue-

prints, manuals, diagrams, activity reports, security assessments, and other written materials.

- "Trade Secret Materials" means all non-public information that is provided to Customer under this Statement of Work, and which may include patent applications, trade secrets, technical and non-technical data, business methods and models, drawings, processes, formulas, ideas, concepts, know-how, techniques, sketches, models, inventions, processes, algorithms, formulas, and including information regarding experiments, developments, designs and specifications.

Assumptions and Requirements

The following assumptions and requirements apply for this Services engagement:

1. The customer will provide the IP scheme, Network Diagrams, names and passwords required to complete this task.
2. All software, hardware, network wiring, permits, licenses and right of ways necessary for the completion of this project will be acquired and/or installed by Hidalgo County in a timeframe that allows Calence to complete or meet the project-specific milestones.
3. Hidalgo County and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Calence, (b) provide input throughout the project and will review progress at review meetings requested by Calence; and (c) provide Calence with access to all of Hidalgo County's information, documentation and technology, necessary for Calence to perform the Services in accordance with this Statement of Work, including a list of all Customer and third-party contacts necessary for Calence to do so. Such cooperation, input, and access are critical to this project, and Hidalgo County's representation at all review meetings is essential.
4. Hidalgo County will ensure that the Calence project staff is given access to all necessary facilities and workspace, and is provided all furniture, supplies and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc.) required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, Hidalgo County will ensure that the work environment is free of hazardous materials and free from asbestos, and that all Calence personnel are provided with all necessary safety equipment and training while on Hidalgo County's or its customer's site.
5. Hidalgo County is responsible for providing adequate and secure onsite storage for all deliveries.
6. Hidalgo County is responsible for: (a) Back-up and/or data migration of existing data unless otherwise agreed to by Calence; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.
7. All Services will be performed over a consecutive timeframe unless otherwise provided herein or agreed to by Calence in writing. Calence will schedule resources upon receipt and acceptance of a fully executed Statement of Work and a Purchase Order (to the extent required) from Hidalgo County. Calence will use commercially reasonable efforts to take into account Hidalgo County's schedule, but in all events the per-

formance of the Services is subject to the availability of Calence personnel and resources, as determined by Calence. Any cancellations or changes in a project schedule that are requested by Hidalgo County and that do not proximately result from an act or omission by Calence will be subject to a charge of 4 hours billed at the rate of $150 per hour.

8. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
9. No formal user training is included in this Statement of Work. User training is available for an additional cost.
10. Hidalgo County will communicate any issues or concerns with respect to the Services or Developed Works in a timely manner.
11. Work estimates assume the Services will be completed within the duration stated in the Timeframes section below. Calence is not responsible for delays or repeated tasks caused by factors outside Calence's control. These factors include availability of Customer personnel, equipment and telecommunication provider services. Hidalgo County will compensate Calence for any out-of-scope work requested by Hidalgo County on an hourly basis at Calence's standard hourly rates (unless otherwise agreed to in writing by the parties).
12. Customer agrees to hold information designated in writing as confidential or proprietary by Calence in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Customer's obligations hereunder and except as otherwise permitted by this Statement of Work or applicable Texas law. Nothing herein transfers to Customer any title to or ownership rights in any such information; and, upon written request of Calence, Customer shall promptly return or delete any such information which it has in its possession.
13. Calence has no obligation to, and will not, install, mount, affix, screw, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Calence has no obligation to, and will not, run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. To the extent that any such services are required, such services will be performed by another person or entity engaged directly by Hidalgo County.
14. Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to Hidalgo County.

Timeframes

Calence estimates that the Services described herein will be completed within 2 weeks after the start of the project.

Fees

Consulting Fees

Services will be provided for the fixed fee listed below.

	Fixed Consulting Fee
VLAN Redesign	$8,064.00

Pricing Assumptions

1. Consulting Fees pricing does not include any necessary hardware/software costs, and expenses are not reimbursable.
2. Shipping and taxes, if applicable, are not included.
3. All prices are in U.S. dollars.
4. The work to be performed will be completed during normally scheduled working hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday), excluding Calence observed holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The day after Thanksgiving, Christmas Eve, Christmas Day).

Invoicing and Payment

will be invoiced monthly, based on the percentage of the Services completed that month, and will pay each invoice within 30 days from invoice date.

Customer will be invoiced for any "product" (i.e., hardware, software, documentation, accessories, materials, supplies and parts) associated with this Statement of Work upon delivery to a common carrier. Payment for any invoice for product (as listed above) is due within 30 days from invoice date.

Credit Approval

This Statement of Work is subject to credit approval by Calence. Hidalgo County agrees to submit such financial information from time to time as may be reasonably requested by Calence for the establishment and/or continuation of credit terms.

Location

The engagement will be performed at Hidalgo County's facilities located at 100 North Closner, Edinburg, Texas 78539.

Customer Contact Information

Hidalgo County's contact for this engagement is Renan Ramirez (phone: 956.292.7010; email: renan@co.hidalgo.tx.us), who will be responsible for making the arrangements necessary to accommodate Calence staff members and provide them with the Hidalgo County resources required to complete the project.

Change Management

Calence reserves the right to increase the fees and other amounts due to it hereunder in the event any of the assumptions or requirements set forth in this Statement of Work are unperformed or incorrect, or if Hidalgo County requests Calence to provide additional services outside the scope of Services. In any such event, Calence will have no obligation to perform the affected Services or any additional services unless Calence has agreed, in writing, to the increased fees and/or the additional scope, as applicable, in the form of an addendum to this Statement of Work.

Escalation Procedure

Communications from Customer to Calence concerning the Services provided under this Statement of Work will be escalated in accordance with the following table. Names are listed in the order in which escalation occurs.

Title	Name	Contact Information
Account Manager	Diana Berger	Phone: 956) 661-5561 Fax: 956.661.5550 Email: diana.berger@calence.com
Project Manager	David Avila	Phone: 956.975.1635 Fax: 956.661.5550 Email: david.avila@calence.com
Consulting Market Director	Terry Hartman	Phone: 956.661.5874 Fax: 956.661.5550 Email: terry.hartman@calence.com

Acceptance Date

This offer of Services will be good through February 22, 2008. Signature by Hidalgo County indicates acceptance and authorization to proceed with the Services.

Invoicing Procedures

Calence will send invoices to:

Hidalgo County

Address:_____

_____

Attention: Accounts Payable

Accounts Payable Contact:_____

Phone:_____

A Purchase Order ☐ Is ☐ Is Not required for payment of invoices.

Purchase Order Number: _____

IN WITNESS WHEREOF, Hidalgo County and Calence have executed this Statement of Work as of the date set forth above.

Calence, LLC	**Hidalgo County**
Signature: [signature]	Signature: _____
Name: R. J. P. Nuhan	Name: _____
Title: EVP	Title: _____
Date: 2/13/08	Date: _____

Requisition

Req # 00126906

PO #

Date: 02/11/08

Bill To: x
x

Vendor : 327913
CALENCE LLC
2712 N. MCCOLL
MCALLEN TX 78501
FAX (408)547-0327

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

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **DIR-SDD-236**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE NUMBER: 020408TF-1		
		DO NOT DUPLICATE ORDER		
1	EACH	Catalyst 4500 Chassis (7-Solt), fan, no p/s, Red Sup Capable	5,597.20	5,597.20
1	EACH	Catalyst 4500 2800W AC Power Supply (Data and PoE)	1,117.20	1,117.20
1	EACH	Catalyst 4500 2800W AC Power Supply (Data and PoE)	1,117.20	1,117.20
1	EACH	Catalyst 4500 Supervisor IV (2GE), Console (RJ-45)	6,717.20	6,717.20
1	EACH	Catalyst 4507R Redundant Supervisor IV, (2 GE), Console (RJ-45)	6,717.20	6,717.20
1	EACH	Cisco IOS ENHNCD L3 C4500 SUP4/5, 3DES (OSPF, EIGRP, IS-IS)	5,597.20	5,597.20
2	EACH	Cat 4500 IOS-based Supervisor, Compact Flash, 64MB Option	224.00	448.00
1	EACH	Catalyst 4500 PoE 802.3af 10/100, 48-Ports (RJ45)	3,637.20	3,637.20
2	EACH	Catalyst 4500 GE Module, Server Switching 18-Ports (GBIC)	5,597.20	11,194.40
1	EACH	Catalyst 4500 PoE 802.3af 10/100/1000, 48-Ports (RJ45)	4,197.20	4,197.20
16	EACH	1000BASE-SX Short Wavelength GBIC (Multimode only)	280.00	4,480.00
4	EACH	1000BASE-LX/LH long haul GBIC (singlemode or multimode)	557.20	2,228.80
1	EACH	8X5XNBD Svc^ Catalyst 4507R Series Modular Switch	2,216.00	2,216.00
1	EACH	Installation & configuration of quoted equipment.	3,312.00	3,312.00
		Account No	Encumbrance	
		8-1100-415-00-200-002-0-745	58,576.80	
			Freight	.00
			Total	58,576.80
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

CALENCE℠

Putting your network to work.℠

Req. 12490

Go Direct

DIR Contract Number: DIR-SDD-236

Address:
1130 Rutherford Lane
Bldg 2, Suite 208
Austin, Texas 78753
Order Phone: 800-369-9130
Order Fax: 512-691-9480

Qty	Part No.	Description	List	Cost	Extended
1	WS-C4507R	Catalyst 4500 Chassis (7-Slot),fan, no p/s, Red Sup Capable	$ 9,995.00	$ 5,597.20	$ 5,597.20
1	PWR-C45-2800ACV	Catalyst 4500 2800W AC Power Supply (Data and PoE)	$ 1,995.00	$ 1,117.20	$ 1,117.20
1	PWR-C45-2800ACV/2	Catalyst 4500 2800W AC Power Supply (Data and PoE)	$ 1,995.00	$ 1,117.20	$ 1,117.20
2	CAB-AC-2800W-TWLK	U.S. Power Cord, Twist Lock, NEMA 6-20 Plug	$ -	$ -	$ -
1	WS-X4515	Catalyst 4500 Supervisor IV (2 GE),Console(RJ-45)	$ 11,995.00	$ 6,717.20	$ 6,717.20
1	WS-X4515/2	Catalyst 4507R Redundant Supervisor IV,(2 GE),Console(RJ-45)	$ 11,995.00	$ 6,717.20	$ 6,717.20
1	S4KL3EK91-12220EW	Cisco IOS ENHNCD L3 C4500 SUP4/5,3DES(OSPF,EIGRP,IS-IS)	$ 9,995.00	$ 5,597.20	$ 5,597.20
1	FR45-ISSU-POE-LIC	Cat4500 ISSU PoE promo. license needs dual sup+48PoEports	$ -	$ -	$ -
2	MEM-C4K-FLD64M	Cat 4500 IOS-based Supervisor, Compact Flash, 64MB Option	$ 400.00	$ 224.00	$ 448.00
1	WS-X4248-RJ45V	Catalyst 4500 PoE 802.3af 10/100, 48-Ports (RJ45)	$ 6,495.00	$ 3,637.20	$ 3,637.20
2	WS-X4418-GB	Catalyst 4500 GE Module, Server Switching 18-Ports (GBIC)	$ 9,995.00	$ 5,597.20	$ 11,194.40
1	WS-X4548-GB-RJ45V	Catalyst 4500 PoE 802.3af 10/100/1000, 48-Ports (RJ45)	$ 7,495.00	$ 4,197.20	$ 4,197.20
16	WS-G5484	1000BASE-SX Short Wavelength GBIC (Multimode only)	$ 500.00	$ 280.00	$ 4,480.00
4	WS-G5486	1000BASE-LX/LH long haul GBIC (singlemode or multimode)	$ 995.00	$ 557.20	$ 2,228.80
1	CON-SNT-WS-C4507	8x5xNBD Svc* Catalyst 4507R Series Modular Switch	$ 2,770.00	$ 2,216.00	$ 2,216.00
1	ProServices	Installation & configuration of quoted equipment.	na	$ 3,312.00	$ 3,312.00
		* Lead time is 3 weeks.			

NOTE: ALL Order Forms MUST BE COMPLETELY FILLED OUT AND SUBMITTED WITH ASIGNED PURCHASE ORDER or Order will be delayed....

DIR Contract Number: DIR-SDD-236 — TOTAL FOR THIS ORDER: $ 58,576.80

Vendor Contact: Tim Fain - (512) 691-2026 - timothy.fain@calence.com — QUOTE NUMBER: 020408TF-1

Ship To:
Renan Ramirez
County of Hidalgo

956-318-2151
Phone

Customer E-Mail Address: renan@co.hidalgo.tx.us

Calence Invoice To:

Phone

Quote Date: 2/4/2008

SCANNED

REQ. 126906

4500 Kmart Install
Statement of Work

for

Hidalgo County

Statement of Work No. 200802084-s1

February 14, 2008

Developed By

Calence, LLC

Corporate Office
1560 W. Fountainhead Parkway, 2nd Floor
Tempe, AZ 85282

McAllen Office
2712 N. McColl Rd.
McAllen, TX 78501

CALENCE®

©2008 CALENCE, LLC. ALL RIGHTS RESERVED.
The information contained herein is considered Calence trade secret and/or confidential and proprietary information and is produced solely for the Customer identified above; accordingly, this Statement of Work is provided to Customer in confidence on the understanding that it will not be disclosed to any other party without the prior written consent of Calence. Calence makes no warranties, express or implied, in this Statement of Work. Calence and Calence products or services named herein are either registered trademarks or trademarks of Calence, LLC in the United States and/or other countries. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

Statement of Work

This Statement of Work is made effective _____ ("Effective Date") by and between Calence, LLC ("Calence") and Hidalgo County ("Hidalgo County" or "Customer") and is delivered pursuant and subject to the terms and conditions of the Contract for Products and Related Services, DIR Contract No. DIR-SDD-236 dated May 9, 2006 (the "Agreement") between Calence and State of Texas Department of Information Resources ("DIR"). This Statement of Work will be incorporated by reference into the Agreement and become a part of the Agreement upon execution by both parties. Unless otherwise indicated, capitalized terms used herein that are defined in the Agreement will have the same meanings as in the Agreement. In the event of any conflict between this Statement of Work and the Agreement, the Statement of Work will control.

Objectives

Calence will meet the following Services objectives:

- Install and configure Cisco Catalyst 4507 switch at the Hidalgo Co. KMart MDF

Scope and Approach

Calence will perform the following Services:

Project Management

- Be the primary point of contact to Customer on all project issues, needs and concerns
- Conduct an initial planning meeting prior to the start of the project
- Complete change-request documentation as required
- Manage Customer expectations and satisfaction throughout the project
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate and document project issues as necessary
- Provide team leadership and guidance
- Create and maintain a project plan in conjunction with Hidalgo County and measure weekly progress against mutually agreed-upon milestones
- Schedule and conduct team update/status meetings
- Schedule and conduct project status meetings with Hidalgo County's designated project representative
- Prepare written status reports for Hidalgo County at mutually agreed-upon intervals

Hidalgo County

Calence will perform the installation and configuration of a Cisco Catalyst 4507 switch. The installation and configuration will include:

- -Network assessment of the existing K-Mart MDF network
- Design and plan migration from existing MDF core network to the new Cisco Catalyst 4507 core switch
- Chassis installation, POST and initial testing
- Implement new configuration while the switch is offline
- Cutover from existing network devices to the new Cisco Catalyst 4507 switch
- Test data connectivity to Court House, K-Mart IDFs, Internet and remote Hidalgo Co. network locations
- Test Voice functionality inside the K-Mart building and between the K-Mart building and remote network locations at Hidalgo Co.
- Integration of the old core switches to the Cisco Catalyst 4507 switch for additional connectivity and services inside the K-Mart MDF

Developed Works

Calence will provide the following Developed Works:

- Electronic copy of configuration

All rights and title to any Developed Works shall belong to Customer. All rights and title to Copyright Materials and Trade Secret Materials shall belong to Calence, subject to the license expressly granted in this Statement of Work. All rights and title to Calence Resources shall belong to Calence, without any license with respect thereto Customer or any third party. All rights not expressly granted by Calence hereunder are reserved by Calence.

Subject to Customer's performance of its obligations under this Statement of Work, including its payment obligations, Calence hereby grants to Customer a nonexclusive, nontransferable, limited license (without the right to grant sublicenses), to use, execute, copy and create derivative works of the Copyright Materials, and to use Trade Secret Materials: (i) solely for Customer's internal business purposes; (ii) not for the benefit of, or access by, any third party other than Customer's contractors who are subject to written agreements consistent with this Statement of Work and who act solely for the benefit of Customer; and (iii) subject to all other provisions of the Agreement and this Statement of Work.

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- "Calence Resources" means all software, documentation, information and materials used by Calence, or by Calence's contractors on behalf of Calence, in Calence's performance under this Statement of Work.
- "Copyright Materials" means all works of authorship recorded or copied in the Developed Works, and which may include designs, plans, blueprints, manuals, diagrams, activity reports, security assessments, and other written materials.

- "Trade Secret Materials" means all non-public information that is provided to Customer under this Statement of Work, and which may include patent applications, trade secrets, technical and non-technical data, business methods and models, drawings, processes, formulas, ideas, concepts, know-how, techniques, sketches, models, inventions, processes, algorithms, formulas, and including information regarding experiments, developments, designs and specifications.

Assumptions and Requirements

The following assumptions and requirements apply for this Services engagement:

1. Hidalgo County will provide the IP scheme, names and passwords requiere to complete this task.
2. All of the configuration listed in the scope will be performed using Cisco Best Practices for Network Infraestructure equipment and also Security Best Practices.
3. Calence will follow specific customer requirements for this implementation.
4. All software, hardware, network wiring, permits, licenses and right of ways necessary for the completion of this project will be acquired and/or installed by Hidalgo County in a timeframe that allows Calence to complete or meet the project-specific milestones.
5. Hidalgo County and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Calence, (b) provide input throughout the project and will review progress at review meetings requested by Calence; and (c) provide Calence with access to all of Hidalgo County's information, documentation and technology, necessary for Calence to perform the Services in accordance with this Statement of Work, including a list of all Customer and third-party contacts necessary for Calence to do so. Such cooperation, input, and access are critical to this project, and Hidalgo County's representation at all review meetings is essential.
6. Hidalgo County will ensure that the Calence project staff is given access to all necessary facilities and workspace, and is provided all furniture, supplies and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc.) required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, Hidalgo County will ensure that the work environment is free of hazardous materials and free from asbestos, and that all Calence personnel are provided with all necessary safety equipment and training while on Hidalgo County's or its customer's site.
7. Hidalgo County is responsible for providing adequate and secure onsite storage for all deliveries.
8. Hidalgo County is responsible for: (a) Back-up and/or data migration of existing data unless otherwise agreed to by Calence; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.
9. All Services will be performed over a consecutive timeframe unless otherwise provided herein or agreed to by Calence in writing. Calence will schedule resources upon receipt and acceptance of a fully executed

Statement of Work and a Purchase Order (to the extent required) from Hidalgo County. Calence will use commercially reasonable efforts to take into account Hidalgo County's schedule, but in all events the performance of the Services is subject to the availability of Calence personnel and resources, as determined by Calence. Any cancellations or changes in a project schedule that are requested by Hidalgo County and that do not proximately result from an act or omission by Calence will be subject to a charge of 4 hours billed at the rate of $150 per hour.

10. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
11. No formal user training is included in this Statement of Work. User training is available for an additional cost.
12. Hidalgo County will communicate any issues or concerns with respect to the Services or Developed Works in a timely manner.
13. Work estimates assume the Services will be completed within the duration stated in the Timeframes section below. Calence is not responsible for delays or repeated tasks caused by factors outside Calence's control. These factors include availability of Customer personnel, equipment and telecommunication provider services. Hidalgo County will compensate Calence for any out-of-scope work requested by Hidalgo County on an hourly basis at Calence's standard hourly rates (unless otherwise agreed to in writing by the parties).
14. Customer agrees to hold information designated in writing as confidential or proprietary by Calence in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Customer's obligations hereunder and except as otherwise permitted by this Statement of Work or applicable Texas law. Nothing herein transfers to Customer any title to or ownership rights in any such information; and, upon written request of Calence, Customer shall promptly return or delete any such information which it has in its possession.
15. Calence has no obligation to, and will not, install, mount, affix, screw, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Calence has no obligation to, and will not, run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. To the extent that any such services are required, such services will be performed by another person or entity engaged directly by Hidalgo County.
16. Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to Hidalgo County.

Timeframes

Calence estimates that the Services described herein will be completed within 2 weeks after the start of the project.

Fees

Consulting Fees

Services will be provided for the fixed fee listed below.

	Fixed Consulting Fee
4500 Kmart Install	$3,312

Pricing Assumptions

1. Consulting Fees pricing does not include any necessary hardware/software costs, and expenses are not reimbursable.
2. Shipping and taxes, if applicable, are not included.
3. All prices are in U.S. dollars.
4. The work to be performed will be completed during normally scheduled working hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday), excluding Calence observed holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The day after Thanksgiving, Christmas Eve, Christmas Day).

Invoicing and Payment

will be invoiced monthly, based on the percentage of the Services completed that month, and will pay each invoice within 30 days from invoice date.

Customer will be invoiced for any "product" (i.e., hardware, software, documentation, accessories, materials, supplies and parts) associated with this Statement of Work upon delivery to a common carrier. Payment for any invoice for product (as listed above) is due within 30 days from invoice date.

Credit Approval

This Statement of Work is subject to credit approval by Calence. Hidalgo County agrees to submit such financial information from time to time as may be reasonably requested by Calence for the establishment and/or continuation of credit terms.

Location

The engagement will be performed at Hidalgo's facilities located at 100 North Closner Blvd. Edinburg, TX 78539.

Customer Contact Information

Hidalgo County's contact for this engagement is Renan Ramirez (phone: 956.292.7010; email: renan@co.hidalgo.tx.us), who will be responsible for making the arrangements necessary to accommodate Calence staff members and provide them with the Hidalgo County resources required to complete the project.

Change Management

Calence reserves the right to increase the fees and other amounts due to it hereunder in the event any of the assumptions or requirements set forth in this Statement of Work are unperformed or incorrect, or if Hidalgo County requests Calence to provide additional services outside the scope of Services. In any such event, Calence will have no obligation to perform the affected Services or any additional services unless Calence has agreed, in writing, to the increased fees and/or the additional scope, as applicable, in the form of an addendum to this Statement of Work.

Escalation Procedure

Communications from Customer to Calence concerning the Services provided under this Statement of Work will be escalated in accordance with the following table. Names are listed in the order in which escalation occurs.

Title	Name	Contact Information
Account Manager	Diana Berger	Phone: 956.661.5561 Email: diana.berger@calence.com
Project Manager	David Avila	Phone: 956.975.1635 Email: david.avilla@calence.com
Consulting Market Director	Terry Hartman	Phone: 956.661.5874 Email: terry.hartman@calence.com

Acceptance Date

This offer of Services will be good through March 11, 2008. Signature by Hidalgo County indicates acceptance and authorization to proceed with the Services.

Invoicing Procedures

Calence will send invoices to:

Hidalgo County
100 North Closner Blvd.
Edinburg, TX 78539

Attention: Accounts Payable

Accounts Payable Contact:_____

Phone: _____

A Purchase Order ☐ Is ☐ Is Not required for payment of invoices.

Purchase Order Number: _____

IN WITNESS WHEREOF, Hidalgo County and Calence have executed this Statement of Work as of the date set forth above.

Calence, LLC	**Hidalgo County**
Signature: [signature]	Signature: _____
Name: K. M. Parker	Name: _____
Title: EVP	Title: _____
Date: 2/14/08	Date: _____

Requisition

Req # 00126912

PO #

Date: 02/11/08

Bill To: x
x

Vendor : 327913
CALENCE LLC
2712 N. MCCOLL
MCALLEN TX 78501
FAX (408)547-0327

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

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **DIR-SDD-236**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE NUMBER: 011008TF-2 DO NOT DUPLICATE ORDER		
1	EACH	Aironet 1410 Wireless Bridge w/N-Type Connector, FCC Cnfg	2,799.44	2,799.44
1	EACH	SMARTNET 8X5XNBD Aironet 1410 Wireless	320.00	320.00
1	EACH	Aironet 1400 Roof/Wall Mount Kit	38.64	38.64
1	EACH	Aironet 5.8 GHz 9 dBi Omni Antenna	201.04	201.04
1	EACH	Aironet 1400 Bridge Power Injector - LR	195.44	195.44
1	EACH	Catalyst 3750 24 10/100 PoE + 2 SFP + IPB Image	2,685.20	2,685.20
1	EACH	SMARTNET 8X5XNBD Catalyst 3750 24 10/	268.80	268.80
2	EACH	802.11a/g dual radio IOS AP1200, FCC cfg	559.44	1,118.88
2	EACH	SMARTNET 8X5XNBD 802.11a/g dual radio	64.00	128.00
4	EACH	2.4 GHz, 2.2 dBi Dipole Antenna Black w/RP-TNC Connect. Qty. 1	10.64	42.56
1	EACH	Installation and configuration	2,050.00	2,050.00
1				.00
		Account No	Encumbrance	
		8-1100-415-00-200-002-0-745	9,848.00	
			Freight	.00
			Total	9,848.00

Authorized By: _____

CALENCE℠

Putting your network to work.℠

Req. 12912

Go DIRect

DIR Contract Number: DIR-SDD-236

Address:
1130 Rutherford Lane
Bldg 2, Suite 208
Austin, Texas 78753
Order Phone: 800-369-9130
Order Fax: 512-691-9480

Qty	Part No.	Description	List	Cost	Extended
Wireless Bridge					
1	AIR-BR1410A-A-K9-N	Aironet 1410 Wireless Bridge w/ N-Type Connector, FCC Cnfg	$ 4,999.00	$ 2,799.44	$ 2,799.44
1	AIR-PWR-CORD-NA	AIR Line Cord North America	$ -	$ -	$ -
1	S141W7K9-12403JA	Cisco 1410 Series IOS WIRELESS LAN	$ -	$ -	$ -
1	CON-SNT-BR14110	SMARTNET 8X5XNBD Aironet 1410 Wireles	$ 400.00	$ 320.00	$ 320.00
1	AIR-ACCRWM1400	Aironet 1400 Roof/Wall Mount Kit	$ 69.00	$ 38.64	$ 38.64
1	AIR-ANT58G9VOA-N	Aironet 5.8 GHz 9 dBi Omni Antenna	$ 359.00	$ 201.04	$ 201.04
1	AIR-PWRINJ-BLR1=	Aironet 1400 Bridge Power Injector - LR	$ 349.00	$ 195.44	$ 195.44
Closet Switch					
1	WS-C3750-24PS-S	Catalyst 3750 24 10/100 PoE + 2 SFP + IPB Image	$ 4,795.00	$ 2,685.20	$ 2,685.20
1	CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	$ -	$ -	$ -
1	CAB-AC	Power Cord,110V	$ -	$ -	$ -
1	CON-SNT-375024PS	SMARTNET 8X5XNBD Catalyst 3750 24 10/	$ 336.00	$ 268.80	$ 268.80
Wireless AP					
2	AIR-AP1232AG-A-K9	802.11a/g dual radio IOS AP1200, FCC cfg	$ 999.00	$ 559.44	$ 1,118.88
2	AIR-PWR-CORD-NA	AIR Line Cord North America	$ -	$ -	$ -
2	S12W7K9-12208JA	Cisco 1200 Series IOS WIRELESS LAN	$ -	$ -	$ -
2	CON-SNT-AP1AGAK9	SMARTNET 8X5XNBD 802.11a/g dual radio	$ 80.00	$ 64.00	$ 128.00
4	AIR-ANT4941	2.4 GHz,2.2 dBi Dipole Antenna Black w/RP-TNC Connect Qty. 1	$ 19.00	$ 10.64	$ 42.56
Installation					
1	Installation	Installation and configuration	NA	$ 2,050.00	$ 2,050.00
		*** Lead time is 4 weeks.**			

NOTE: ALL Order Forms MUST BE COMPLETELY FILLED OUT AND SUBMITTED WITH ASIGNED PURCHASE ORDER or Order will be delayed....

DIR Contract Number: DIR-SDD-236	TOTAL FOR THIS ORDER:	$ 9,848.00
Vendor Contact: Tim Fain - (512) 691-2026 - timothy.fain@calence.com	QUOTE NUMBER:	011008TF-2

Ship To:
Renan Ramirez
County of Hidalgo

956-318-2151
Phone

Customer E-Mail Address: renan@co.hidalgo.tx.us

Calence Invoice To:

Phone

Quote Date: 1/10/2008

A Wireless Bridge between Kmart & Courthouse.

SCANNED

REG. # 126912

Network Infrastructure for New Building
Statement of Work

for

Hidalgo County

Statement of Work No. 200801028-s1

January 7, 2008

Developed By

Calence, LLC

Corporate Office
1560 W. Fountainhead Parkway, 2nd Floor
Tempe, AZ 85282

McAllen Office
2712 N. McColl Rd.
McAllen, TX 78501

CALENCE®

©2008 CALENCE, LLC. ALL RIGHTS RESERVED.
The information contained herein is considered Calence trade secret and/or confidential and proprietary information and is produced solely for the Customer identified above; accordingly, this Statement of Work is provided to Customer in confidence on the understanding that it will not be disclosed to any other party without the prior written consent of Calence. Calence makes no warranties, express or implied, in this Statement of Work. Calence and Calence products or services named herein are either registered trademarks or trademarks of Calence, LLC in the United States and/or other countries. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

Statement of Work

This Statement of Work is made effective _____ ("Effective Date") by and between Calence, LLC ("Calence") and Hidalgo County ("Hidalgo County" or "Customer") and is delivered pursuant and subject to the terms and conditions of the Contract for Products and Related Services, DIR Contract No. DIR-SDD-236 dated May 9, 2006 (the "Agreement") between Calence and State of Texas Department of Information Resources ("DIR"). This Statement of Work will be incorporated by reference into the Agreement and become a part of the Agreement upon execution by both parties. Unless otherwise indicated, capitalized terms used herein that are defined in the Agreement will have the same meanings as in the Agreement. In the event of any conflict between this Statement of Work and the Agreement, the Statement of Work will control.

Objectives

Calence will meet the following Services objectives:

- Install and configure the Network Infrastructure for the new building at Hidalgo County.

Scope and Approach

Calence will perform the following Services:

Project Management

- Be the primary point of contact to Customer on all project issues, needs and concerns
- Conduct an initial planning meeting prior to the start of the project
- Complete change-request documentation as required
- Manage Customer expectations and satisfaction throughout the project
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate and document project issues as necessary
- Provide team leadership and guidance
- Create and maintain a project plan in conjunction with Hidalgo County and measure weekly progress against mutually agreed-upon milestones
- Schedule and conduct team update/status meetings
- Schedule and conduct project status meetings with Hidalgo County's designated project representative
- Prepare written status reports for Hidalgo County at mutually agreed-upon intervals

Network Infrastructure for New Building

Calence will perform the installation and configuration of the following networking equipment:

Cisco Wireless Bridge

- Install Cisco Wireless Bridge 1410 at the new building

- Bridge will need to be aligned with the core wireless root bridge
- Mount the antenna outside of the building and do the proper configuration to connect with the root bridge at the Courthouse site

Closet switch

- Install and configure Cisco Catalyst 3750PoE switch using Cisco Best Practice and following customer network guidelines

Wireless AP

- Perform a wireless survey to locate the best possible location for 2 wireless AP 1232
- Install and configure using Cisco Wireless Best Practices and following customer requirements and guidelines

Developed Works

Calence will provide the following Developed Works:

- Calence will provide electronic copies of the final

All rights and title to any Developed Works shall belong to Customer. All rights and title to Copyright Materials and Trade Secret Materials shall belong to Calence, subject to the license expressly granted in this Statement of Work. All rights and title to Calence Resources shall belong to Calence, without any license with respect thereto Customer or any third party. All rights not expressly granted by Calence hereunder are reserved by Calence.

Subject to Customer's performance of its obligations under this Statement of Work, including its payment obligations, Calence hereby grants to Customer a nonexclusive, nontransferable, limited license (without the right to grant sublicenses), to use, execute, copy and create derivative works of the Copyright Materials, and to use Trade Secret Materials: (i) solely for Customer's internal business purposes; (ii) not for the benefit of, or access by, any third party other than Customer's contractors who are subject to written agreements consistent with this Statement of Work and who act solely for the benefit of Customer; and (iii) subject to all other provisions of the Agreement and this Statement of Work.

For the purposes of this Statement of Work:

- "Calence Resources" means all software, documentation, information and materials used by Calence, or by Calence's contractors on behalf of Calence, in Calence's performance under this Statement of Work.
- "Copyright Materials" means all works of authorship recorded or copied in the Developed Works, and which may include designs, plans, blueprints, manuals, diagrams, activity reports, security assessments, and other written materials.
- "Trade Secret Materials" means all non-public information that is provided to Customer under this Statement of Work, and which may include patent applications, trade secrets, technical and non-technical data, business methods and models, drawings, processes, formulas, ideas, concepts, know-how, techniques, sketches, models, inventions,

processes, algorithms, formulas, and including information regarding experiments, developments, designs and specifications.

Assumptions and Requirements

The following assumptions and requirements apply for this Services engagement:

1. Hidalgo County will provide the IP scheme, names and passwords required to complete this task.
2. This installation does not include the installation of any data cable
3. Hidalgo County is responsible in providing the data cable to connect all equipment
4. All software, hardware, network wiring, permits, licenses and right of ways necessary for the completion of this project will be acquired and/or installed by Hidalgo County in a timeframe that allows Calence to complete or meet the project-specific milestones.
5. Hidalgo County and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Calence, (b) provide input throughout the project and will review progress at review meetings requested by Calence; and (c) provide Calence with access to all of Hidalgo County's information, documentation and technology, necessary for Calence to perform the Services in accordance with this Statement of Work, including a list of all Customer and third-party contacts necessary for Calence to do so. Such cooperation, input, and access are critical to this project, and Hidalgo County's representation at all review meetings is essential.
6. Hidalgo County will ensure that the Calence project staff is given access to all necessary facilities and workspace, and is provided all furniture, supplies and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc.) required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, Hidalgo County will ensure that the work environment is free of hazardous materials and free from asbestos, and that all Calence personnel are provided with all necessary safety equipment and knowledge transfer while on Hidalgo County's or its customer's site.
7. Hidalgo County is responsible for providing adequate and secure onsite storage for all deliveries.
8. Hidalgo County is responsible for: (a) Back-up and/or data migration of existing data unless otherwise agreed to by Calence; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.
9. All Services will be performed over a consecutive timeframe unless otherwise provided herein or agreed to by Calence in writing. Calence will schedule resources upon receipt and acceptance of a fully executed Statement of Work and a Purchase Order (to the extent required) from Hidalgo County. Calence will use commercially reasonable efforts to take into account Hidalgo County's schedule, but in all events the performance of the Services is subject to the availability of Calence personnel and resources, as determined by Calence. Any cancellations or changes in a project schedule that are requested by Hidalgo County

and that do not proximately result from an act or omission by Calence will be subject to a charge of 4 hours billed at the rate of $150 per hour.

10. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
11. No formal user knowledge transfer is included in this Statement of Work. User knowledge transfer is available for an additional cost.
12. Hidalgo County will communicate any issues or concerns with respect to the Services or Developed Works in a timely manner.
13. Work estimates assume the Services will be completed within the duration stated in the Timeframes section below. Calence is not responsible for delays or repeated tasks caused by factors outside Calence's control. These factors include availability of Customer personnel, equipment and telecommunication provider services. Hidalgo County will compensate Calence for any out-of-scope work requested by Hidalgo County on an hourly basis at Calence's standard hourly rates (unless otherwise agreed to in writing by the parties).
14. Customer agrees to hold information designated in writing as confidential or proprietary by Calence in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Customer's obligations hereunder and except as otherwise permitted by this Statement of Work or applicable Texas law. Nothing herein transfers to Customer any title to or ownership rights in any such information; and, upon written request of Calence, Customer shall promptly return or delete any such information which it has in its possession.
15. Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to Hidalgo County.

Timeframes

Calence estimates that the Services described herein will be completed within 4 weeks after the start of the project.

Fees

Consulting Fees

Services will be provided for the fixed fee listed below.

	Fixed Consulting Fee
Network Infrastructure for New Building	$2,050

Total Cost

The total estimated cost for this project is $2,050.

Pricing Assumptions

1. Consulting Fees pricing does not include any necessary hardware/software costs, and expenses are not reimbursable.
2. Shipping and taxes, if applicable, are not included.
3. All prices are in U.S. dollars.
4. The work to be performed will be completed during normally scheduled working hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday), excluding Calence observed holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The day after Thanksgiving, Christmas Eve, Christmas Day).

Invoicing and Payment

Hidalgo County will be invoiced monthly, based on the percentage of the Services completed that month, and will pay each invoice within 30 days from invoice date.

Customer will be invoiced for any "product" (i.e., hardware, software, documentation, accessories, materials, supplies and parts) associated with this Statement of Work upon delivery to a common carrier. Payment for any invoice for product (as listed above) is due within 30 days from invoice date.

Credit Approval

This Statement of Work is subject to credit approval by Calence. Hidalgo County agrees to submit such financial information from time to time as may be reasonably requested by Calence for the establishment and/or continuation of credit terms.

Location

The engagement will be performed at Hidalgo County's facilities located at 100 N. Closner Blvd., Edinburg, Texas, 78539

Customer Contact Information

Hidalgo's contact for this engagement is Renan Ramirez (phone: 956.318.2151; email: renan@co.hidalgo.tx.us:), who will be responsible for making the arrangements necessary to accommodate Calence staff members and provide them with the Hidalgo resources required to complete the project.

Change Management

Calence reserves the right to increase the fees and other amounts due to it hereunder in the event any of the assumptions or requirements set forth in this Statement of Work are unperformed or incorrect, or if Hidalgo County requests Calence to provide additional services outside the scope of Services. In any such event, Calence will have no obligation to perform the affected Services or any additional services unless Calence has agreed, in writing, to the increased fees and/or the additional scope, as applicable, in the form of an addendum to this Statement of Work.

Escalation Procedure

Communications from Customer to Calence concerning the Services provided under this Statement of Work will be escalated in accordance with the following table. Names are listed in the order in which escalation occurs.

Title	Name	Contact Information
Account Manager	Diana Berger	Phone: 956.661.5561 Email: diana.berger@calence.com
Project Manager	David Avila	Phone: 956.975.1635 Email: david.avila@calence.com
Consulting Market Director	Scott Trinkle	Phone: 512.691.2045 Email: scott.trinkle@calence.com

Acceptance Date

This offer of Services will be good through February 7, 2008. Signature by Hidalgo County indicates acceptance and authorization to proceed with the Services.

Invoicing Procedures

Calence will send invoices to:

Hidalgo County
100 N. Closner Blvd.
Edinburg, TX 78539

Attention: Accounts Payable

Accounts Payable Contact:_____

Phone:_____

A Purchase Order ☐ Is ☐ Is Not required for payment of invoices.

Purchase Order Number: _____

IN WITNESS WHEREOF, Hidalgo County and Calence have executed this Statement of Work as of the date set forth above.

Calence, LLC

Signature: _____

Name: Ray Pinkham

Title: EVP

Date: 2/13/08

Hidalgo County

Signature: _____

Name: _____

Title: _____

Date: _____

AI-8039 **21.E.2.**

Extension For "Cabling, Installation, Time And Materials"
CC REGULAR

Date: 02/26/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to exercise and extend the two (2) additional one(1) month period option, under the same rates, terms and conditions as stated and reflected on the specifications and contracts for "Cabling, Installation Services, Time and Materials", as follows:

A. C-06-174-05-16-Starr Telecommunications
B. C-06-174A-05-16-All Valley Communications

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Total YTD Encumbrance $2,148.06 various PO's for Starr Telecommunications.
Available Balance as of 2-22-08 $42,851.94.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-432
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Total YTD Encumbrance for various PO's $7811.25 for Starr Telecommunications, Total Technologies, IBM Corp.
Available Balance as of 2-22-08 $30,345.18.

Attachments

Link: Starr Telecommunications
Link: All Valley Communications
Link: Specifications

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/22/2008 02:16 PM	APRV
2	Budget & Management	Dina Trevino	02/22/2008 02:40 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/22/2008 02:50 PM	APRV
4	Auditor's Office		02/22/2008 05:11 PM	NEW

Form Started By: Vangie Garcia

Started On: 02/20/2008 03:03 PM

Final Approval Date: 02/22/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-174-05-16

THIS CONTRACT is made and entered into this **16th** day of **May, 2006** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Starr Telecommunications, Etc., LLC** a Texas Limited Liability Company ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Cabling Installation Services, Time & Materials"** (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 bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of 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 **Hidalgo County** 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 **May 16, 2006** and ending on **May 16, 2007** and may be extended at the sole discretion of County for one (1) additional year and two (2) additional one(1) month periods terms under the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract 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.

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**
If to Company	**Starr Telecommunications, Etc., L.L.C.** **Leonel J. Lopez, Sr., Owner**

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 16 day of May, 2006.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Eddy Trevino, County Clerk

Approved by Commissioners' Court
on 5-16-06

COMPANY: Starr Telecommunications, Etc., L.L.C.

By: _____
Printed Name: Leonel Lora Jr.
Title: Vice Pres.

Approved by Commissioners' Court on May 16, 2006

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

"EXHIBIT A"

SPECIFICATIONS

EXHIBIT "A"
HIDALGO COUNTY BID SPECIFICATIONS "CABLING INSTALLATION SERVICES, TIME & MATERIALS"

BID No. 2006-174-05-03-LRM

I. DESCRIPTION

Building structured wiring systems shall meet Hidalgo County Tele-Data Cabling Conventions to include adherence to the most currently available Building Industry Consulting Service International (BICSI) Telecommunications Distribution Methods Manual (TDMM 10th Edition), ANSI/TIA/EIA Telecommunications Building Wiring Standards, and National Electrical Code NFPA 70 & 72 manuals. Bidders shall be fully acquainted with the above referenced standards and be fully qualified, as outlined in the Hidalgo County Tele-Data communications contractor qualifications, to bid on and perform work. Bidders shall have demonstrated qualifications to install and test Fast Ethernet and Gigabit Ethernet Copper & Fiber cabling. Additionally, the successful bidder will be required to meet Hidalgo County Tele-Data conventions and standards. The successful bidder will be required to meet with and coordinate with a representative of the IT Networking and Telecommunications Department prior to work beginning, and weekly, during the installation process. Weekly meetings will include a site inspection to ensure compliance with the before mentioned standards. The successful electrical and Tele-data communications contractor will follow appropriate installation guidelines, as contained in the most currently available BICSI TDMM, ANSI/TIA/EIA, and NFPA 70 & 72 manuals. Additionally, contractor will work with IT Networking and Telecommunications to ensure proper placement and routing of cable and support hardware.

TELE-DATA COMMUNICATIONS CONTRACTOR QUALIFICATIONS

a. Hidalgo County requires only qualified, experienced Tele-data communications contractors perform design, project management and installation services in the construction or remodel of County telecommunications infrastructure. Pursuant to this, Hidalgo County wants to ensure that successful contractors have the capabilities, qualifications, financial stability, and experience to complete Tele-data communications installations using common industry practices (i.e. BICSI TDMM, ANSI/TIA/EIA, NFPA, etc) while meeting all Hidalgo County guidelines.

b. A consultant or contractor, by responding to a bid, represents that their company possesses the qualifications, certifications, capabilities, test equipment, expertise, and personnel necessary to provide an efficient and successful installation of properly operating equipment as specified.

II. SPECIFICATIONS:

Copper

Cost Per Installed Run*[1] of up to 90 meters (Including service loops)

Non-Plenum	CAT3 (4 pair)	CAT5e	CAT6	25 Pair Key Cable	% Discount for multi-runs to same drop
Regular New Construction (Rough/Pre-Punch)					
Regular (Post-Punch)					
Expedited					
Emergency					
Plenum					
Regular New Construction (Rough/Pre-Punch)					
Regular (Post-Punch)					
Expedited					
Emergency					

Misc., extra Material (Per unit)

	CAT3	CAT5E	CAT6	25 Pair Key Cable	N/A
3' patch cable					
5' patch cable					
7' patch cable					
10' patch cable					
Custom (by foot)					
66 Block (Cat5e)					
66 Block (Cat5e) w/Con					
5' Key w/Amphenol Cn[2]					
10' Key w/Amph.					
25' Key w/Amph					

[1]For purposes of this contract a "Run" is defined as a single (horizontally or vertically) installed cable. A Drop can have up-to, but no more than 6 runs.

[2] One end of amphenol connector must be female; the other end to match connector on 66-block.

24 pt patch Panel*[3]					
Other					

Copper continued:
Exterior Work per foot

	2" Conduit	4" Conduit	Trenching	Other 1	Other 2
Regular					
Expedited					
Emergency					

Fiber

	12 Strand	24 Strand	Termination (Per Pair)	Innerduct
Regular New Construction (Rough/Pre-Punch)				
Regular (Post-Punch)				
Expedited				
Emergency				

Exterior Work

	2" conduit	4" Conduit	Trenching	Other
Regular				
Expedited				
Emergency				

Fiber Patch Cables

	ST - ST	ST – SC	ST - LC	SC - LC	Other
.3m Patch					
1m Patch					
3m Patch					

[3] Including Blank Bracket and Jack Inserts. Note: We are no longer using panels of greater density than 24.

Fiber Patch Panels (ST) and Brackets

	6-Pak	12-Pak	Other_____
Enclosed			
Open			
Other			

Audio, Video & Alarm[4]

Specify Type	Installed	Cable Only	With Connectors
RG-6au			
XLR			
Coaxial			
Digital Coaxial			
Speaker			

Wall Mounted Rack
All racks shall be at least 18" deep
And be capable of holding a rack-mounted UPS

	24"	36"	48"
Open Wall Mount Rack			
Installation			
Enclosed/Locking Wall Mount Rack[5]			
Installation			

Floor Mounted Rack

	6'	7'	Other
Floor Mount Open Rack-Aluminum			
Installation			

[4] Specify by the Foot and/or Run

[5] Enclosed racks shall have low-noise, thermostat-controlled fans if installed in staff work areas; otherwise standard fans can be used.

(Black) Open cabinet w/casters			
Installation			
(Black) Open cabinet w/casters			
Installation			
(Black) cabinet w/Side Panels only			
Installation			
(Black) cabinet w/Side Panels & Front and Back Locking doors			
Installation			

UPS

	Tower	Rack Mount	Other
500			
750			
1000			
1200			
1500			
1750			
2000			

WARRANTY PROVIDED BY CONTRACTOR (1 YEAR MINIMUM)_____

Describe the process to be used to electronically accept, process and report job requests and progress to Hidalgo County_____

_____

_____

_____

List test equipment to comply with testing requirements

Copper			
Fiber			

III. SPECIFICATIONS:

1. Except as indicated by Hidalgo County IT Telecom Services, Contractor shall provide materials and labor for cable installation work throughout Hidalgo County; to include new work as well as repairs to existing. Completed jobs shall conform to the Hidalgo County Voice and Data Wiring Specification Manual.

2. Contractor shall prepare a written job cost estimate for each job based upon a visit to the job site. Contractor must be available to visit job sites based on the following classifications of notification:
   (a) Routine – five (5) working days of notification
   (b) Expedite – one (1) working day of notification
   (c) Emergency – two (2) hours of notification

3. Contractor shall provide an electronic copy of the completed request for estimate form, (see Exhibit B, page XX of this bid), to the ITTS Department based on the following classifications of notification:
   (a) Routine – within forty-eight (48) hours after visiting the site.
   (b) Expedite – within twenty-four (24) hours after visiting the site.
   (c) Emergency – verbal estimate to be provided at the time of site visit with written follow-up of verbal estimate within twenty-four (24) hours of visit.

4. Once Hidalgo County has accepted a cabling job estimate through the issuance of a valid purchase order, the dollar amount reflected on the purchase order shall constitute the County's total obligation for that job. The Contractor shall endeavor to submit an accurate cost estimate. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the bidder. However, the County recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall immediately notify the IT Telecom Manager, and before work continues, the Contractor shall submit a revised cost estimate for approval. A written change order to the existing purchase order or the issuance of an additional purchase order is the only valid approval mechanisms for additional work.

5. Contractor shall inform the IT Department of the work in progress and advise them when a job is complete. For long-term projects (those exceeding five (5) working days), the Contractor shall meet with ITTS representative and provide a weekly, typewritten progress report. This report should be electronically submitted no later than 5:00 p.m. on each Friday until the work is completed. Weekly meetings will include a site inspection to ensure compliance with established standards.

6. Permits, Fees and Notices:

   a. The Contractor shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work. Contractor's estimate should include cost of any permits, fees, or notices for each job.

   b. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

   c. If the Contractor performs any work when he knows or should know it to be contrary to such laws, ordinances, rules and regulations, and shall therefore bear all costs attributable thereto.

7. Selected Contractor shall be expected to meet established schedules and deadlines for the completion of work as outlined in job estimates.

8. Selected Contractor shall be expected to adhere to current Hidalgo County Voice and Data Wiring Specification Manual. It is the responsibility of the Contractor to request any new revisions to the wiring specifications at the time an estimate is provided.

9. Bidder should have a current BICSI certified Registered Communication Distribution Designer (RCDD) on staff as a full-time employee. A copy of the RCDD certificate and BICSI member number must be provided with bidding documents

10. Bidder shall provide a representative list of three (3) or more references including contact name and telephone number. These references should represent the installation of copper and fiber optic cabling in interior, exterior, aerial, and underground environments. The bidder should indicate which types of work have been conducted for each reference. Hidalgo County may contact these references as one means of collecting information regarding past performance of the Bidder. THIS INFORMATION SHALL BE PROVIDED WITH BID.

11. Bidder shall provide a document detailing the staffing level of the Bidder's firm by job classification (i.e. cable installer, installers helper and qualifications of staff). THIS INFORMATION SHALL BE PROVIDED WITH BID.

12. Bidder shall provide a list of equipment owned; fiber and copper, description and any additional information as needed. THIS INFORMATION SHALL BE PROVIDED WITH BID.

13. Bidder shall provide a list of certificates and cables covered by manufacturer training and certification. THIS INFORMATION SHALL BE PROVIDED WITH BID.

14. Bidder shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation as specified.

15. Warranty information on installed equipment and cabling shall be detailed in each job estimate. Bidder shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation.

16. Warranty shall commence on each job on the date it is accepted as complete by Hidalgo County.

17. The Contractor shall respond with remedy to a warranty trouble call within twenty-four (24) hours after receipt of such a call.

18. If it becomes necessary for the County to contact another vendor for warranty repairs due to inability or failure of the Contractor to perform such repairs, the Contractor shall reimburse the County for all invoices for labor, materials required and the shipping/handling costs thereof, to perform such repairs, within thirty (30) calendar days from presentation of such invoice. This shall only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem. The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.

19. All cable/equipment installed must be fully tested and meet TIA/EIA testing and installation standards for UTP/STP copper, coaxial, and SM/MM fiber optic cable. This includes certification for Cat5, Cat3, Cat6 installation, Fast Ethernet, (100MB), Gigabit Ethernet (1000 MB), FDDI, etc. **All test results shall be submitted electronically to designated Hidalgo County ITTS representative within five (5) days of test completion. Invoices will NOT be paid unless corresponding test results are received.**

IV. Terms & Conditions:

1. **SCOPE of CONTRACT:** This is a firm fixed-price, estimated quantity contract calling for delivery of the products identified in Description at the stated prices submitted by the bidder. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the Hidalgo County Purchasing Agent, Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions and Description contained herein. Delivery schedule listed by bidders on the face of this RFB shall apply to the individual Purchase Order. Hidalgo County will seek purchases from State-awarded contracted vendors, cooperative purchasing programs, or any other vendor whenever it is statutorily permitted and in its best interest to do so. Hidalgo County is not obligated to order products not covered by this contract and is free to secure those requirements from other sources in accordance with applicable purchasing statues. Hidalgo County will seek purchases from State-awarded contracted vendors, cooperative purchasing programs, or any other vendor whenever it is statutorily permitted and in its best interest to do so.

2. **TERM CONTRACT:** The initial term of this contract shall commence upon award for twelve (12) months with Hidalgo County Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioners Court under the same firm fixed prices, terms and conditions.

3. **OPTION TO EXTEND:** Hidalgo County shall have the unilateral right to extend this Contract for one (1) additional year and two (2) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except for term and price, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) calendar days prior to expiration of the then current term. The total term of this Contract, included the Options to Extend, shall not exceed twenty-six (26) months. County shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

4. **PRICE CHANGES:** The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option year should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hidalgo County substantiating the changes to the bid process. Any price changes must be approved by Hidalgo County.

    1. **METHOD OF AWARD:** Award, if any, will be made to
        a. **Primary Vendor** the responsible bidder(s) submitting the lowest bid prices(s) and meeting all requirements of this Request for Bid.
        b. **Secondary Vendor** the responsible bidder(s) submitting the second lowest bid price(s) and meeting all requirements of this Request for Bid.

    Hidalgo County reserves the right to award on an "all or none" or "by line item" basis. Bidder may bid on any or all items in order to be considered responsive to this Request for Bid.

5. **PURCHASE ORDER: Contractor will not supply and/or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office.** Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor. The Contractor must respond by supplying and/or delivering the parts. Failure to act in this manner may result in termination of this contract.

6. **MATERIAL COST:** Prices for each job shall include the cost of shipping and delivery of all items to the designated FOB point and shall not include Federal or State of Texas sales, excise and use taxes. Bidder must include all costs in the delivered unit price.

7. **REQUIRED DELIVERY:** Verbal Purchase Order's placed by 3:00 p.m. shall be delivered to the department that same business day. Order's after 3:00 p.m. shall be next business day deliver.

8. **DAMAGES:** Contractor will be totally responsible for any and all damages and/or losses to equipment and property which may occur during the performance of this contract. Damages to equipment and property will be assessed by an agent of the Hidalgo County Elections Department.

V. ADDITIONAL INFORMATION:

1. All costs and expenses associated with preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

2. Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to: Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN,** Wednesday, April 26, 2006 by 5:00 P.M... Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, April 28, 2006 by 5:00 p.m...

HIDALGO COUNTY

VOICE AND DATA WIRING SPECIFICATION MANUAL.

INTRODUCTION

HIDALGO COUNTY INFORMATION TECHNOLOGY DEPARTMENT TELE-DATA SERVICES (ITTS); provides Hidalgo County with network and telecommunications (Tele-Data) service and support. This includes the operation, management, and control of all County owned network and telecommunications facilities, including all County network and telephone equipment and the County's telecommunications and network infrastructure. This infrastructure consists of all inter-building and intrabuilding Tele-data cable, telecommunications wiring and Tele-data fiber optic networks, all Tele-data conduit systems, all Tele-data switching equipment, and all node wiring center patch panels and cabling.

- Responsibilities: The responsibilities of ITTS include providing intra and internet service, basic telephone service, voice messaging service (voice mail), long distance telephone services, local exchange carrier (e.g., SBC) telephone directory listing management, cellular telephone service, billing and service request processing, consulting, training and support for other telecommunications-related technologies including security surveillance and alarm equipment, egress and ingress access control hardware and software. ITTS serves as liaison for the County with state and federal regulatory agencies, and acts as the central point of contact for suppliers of telecommunications and network equipment, goods and services. ITTS will represent the County in all negotiations or discussions with network and telecommunications providers.
- ITTS has the authority to establish and implement countywide procedures governing purchase, installation and use of network and telecommunications equipment, goods and services. This authority also extends to the establishment of service pricing structures for such equipment, goods and services.

A. **INSTALLATIONS AND NEW SERVICE**: ITTS is responsible for the coordination and implementation of countywide network and telecommunications cable installations. It provides County departments with a single point of contact for all installation of intra-building and inter-building Tele-data cable and wiring. Coordination by ITTS will insure the integration of an individual installation with County facilities and future County networking plans. County departments planning to install Tele-data cable should contact ITTS for coordination and implementation assistance.

- Unless approved by ITTS, any Tele-data wiring done by other departments will be separate and independent from the County's network and telecommunications infrastructure, and will not have access to wall or floor outlets, conduits, and floor distribution closets. Any harm or disturbance to other networks, traceable to user installed wiring, will require the offending network to be disconnected until the problem has been corrected and restitution received for all diagnostics and repairs that may be required.
- Activities for which County departments should contact ITTS include, but not limited, the following:
    - Installation of additional telephone facilities.
    - Installation of special information circuits that convey information, including audio, control, data, video, and voice circuits.
    - Connection of departmental equipment to the County's network and telecommunications infrastructure.
    - Tele-data cable and wiring installation for all new construction or remodeling projects.

STANDARDS

B. DOCUMENTATION

1. Prior to installation acceptance, Contractor shall submit to ITTS fully documented minimum 8.5" x 14" scale drawings of the entire Tele-data distribution system. Documentation shall be provided in both a hard copy binder and a soft copy on CD capable of being viewed and edited in AutoCAD. This will include building and floor layouts with information outlet locations (jacks) and labeling, MDF/BDF/IDF distribution frames, cable routes, interconnect locations, intermediate and main distribution frame location, riser locations, and all other information pertinent to the installation.
2. Contractor shall provide the printed results of the Cable Scanner tests on legible individual 8 ½" X 11" paper sheets. The test results must be identified by location and wire number. They must be signed and dated by the tester. The test results must be submitted to ITTS prior to outlet activation.

3. Vendor will be responsible for accurately labeling and identifying all relevant components of the cabling system, including, but not limited to: Workstation outlet face plate labeling; patch panel and block labeling and color-coding; backbone cable labeling at entrance to MDF, BDF, and IDF; fiber optic patch panel labeling and color-coding, cables at each end, conduits at each end, and grounding system. Vendor will consult with ITTS representative in regard to labeling and identification.

CABLE PLANT

C. TELE-DATA ROOM REQUIREMENTS

1. Each BDF/MDF and IDF shall be a stand-alone room or wiring closet located such that no single UTP horizontal cable run shall exceed 90 meters. Wiring closets shall not be co-located in custodial, mechanical or other shared space where damage to critical electronic may occur. Each room shall be sized according to use, and meet the below listed criteria. Coordinate with a representative of ITTS prior to installation of backboard, grounding and bonding system, and electrical service.

- Floor Size: BDF/MDF/Building Entrance/Equipment Rooms – minimum of 8' x 10'
- Floor Size: IDF 5' x 8'
- Floor Surface: Treated concrete or non-grouted tile.
- Floor loading: 50 lb/ft^2 minimum or as required by applicable codes.
- Ceiling Height: 8.5 ft minimum above finished floor
- Door Size: 3' wide and 6.7' tall w/180^0 swing out.
- Wall Lining (backboard): AC-grade 3/4" x 4' x 8' sheets plywood, with no voids, covered on all sides with two coats fire retardant paint.
- Lighting: Minimum 500 lux measured at 3' above finished floor.
- Power: Provide minimum (3) dedicated, IG, non-switched, 4-way, 120Vac 20Amp circuits, (at least 1 circuit per cabinet or rack). Provide 1 to 1 120Vac 30Amp circuit (L5-30R) or direct 208Vac> for Battery Back-Ups requiring such.
- Grounding and Bonding: Install a contiguous Intra-building grounding and bonding system in compliance with NEC Article 250 and TIA/EIA-607 using a minimum conductor size of 6 AWG to be located on each plywood backboard with Ground Bus Bar as directed.
- Security: Unique telecom key separate from building master.
- Location: Room shall be located such that no single horizontal workstation outlet cable shall exceed 90 meters from outlet jack to panel termination.
- HVAC: Maintain constant temperature of 64^0 - 75^0 F with one air change per hour.
- Fire Protection: As required by applicable codes.

2. No Intra/Inter-building telecommunications cable shall be run adjacent and parallel to power cabling. A minimum of 6" distance is required from any fluorescent lighting fixture or power line up to 2kVA and 24" from any power line over 5kVA. Similarly, cable should be routed and terminated as far as possible from sources of EMF, such as ballasts, transformers, generators, fans, motor control units, motors, etc.
3. Cable termination, order of termination, color-coding, grouping, numbering plan and labeling shall be performed in accordance with ITTS Networking and Telecommunication's conventions. See sections pertaining to Horizontal and Vertical Cable. Coordinate with a representative of ITTS Networking and Telecommunications Department prior to installation of BDF/MDF and IDF distribution and termination hardware.

D. ACCESS CONTROL AND SECURITY

1. A quad outlet style box shall be installed a minimum of 1' and a maximum of 2' on the interior of the building above each set of outside entrance doors. One 1/2" conduit shall be run from the quad box to the door latch. An electronic relay release latch shall be provided at the door. One 3/4" conduit shall be provided (run or stubbed) from the quad box to the BDF/IC room. A duplex 110Vac power receptacle shall be provided adjacent to the quad box. The contractor, except the electronic relay door release, shall provide no access or security hardware unless otherwise specified in construction documents.
2. A single 2" conduit with weather head shall be run from the roof to the BDF/MDF room. The conduit with weather head shall be of sufficient height above the roof as per code and/or standards. The contractor shall provide no CCTV equipment, unless otherwise specified in construction documents.

E. ENTRANCE FACILITIES

1. Outside plant facility requirements shall be coordinated with ITTS Networking and Telecommunications Department.
2. A minimum of (3) 4" inside diameter schedule 40 PVC conduits shall be run from the BDF/MDF to the designated pedestal or other service entrance. One of the 4" conduits shall have installed (4) 1" corrugated orange inner ducts if not using armored fiber cable. See materials list. Conduits shall be buried a minimum of 24" from the surface on a foundation of 10" wet sand fill. A metallic locator ribbon or cable shall be install 12" above and parallel to the conduit. There shall be a minimum horizontal separation of 24" from co-located buried electrical service.

3. Outside copper cable pair count shall be 2 *25 pair* minimum. (Building specific, to be determined in conjunction with building occupancy and purpose) Use only 24AWG, PE-89 Type REA, direct bury cable with foam skin/filled core, gopher proof sheath, polyethylene jacket. See material list. Copper shall be terminated in a minimum of (25) pair increments.
4. Copper facilities shall be tested and documented at 100-ohm with maximum 0% failure allowed.
5. Outside fiber optic cable strand count shall be 24 strand (or 2 12 strands). Strand count shall be a 50/50 hybrid construction of 62.5/125um 3.5/1.0 dB multi-mode. Fiber optic cable shall be terminated in a minimum of (12) strand increments at the BDF building entrance in a Fiber Distribution Center. See materials list. Fiber optic fan-out and termination shall be done using ST style connectors.
6. Fiber optic facilities shall be tested and documented at 850nm/1300nm with maximum 0% failure allowed.
7. Grounding and Bonding shall conform to NEC Article 250 and TIA/EIA-607 using a minimum conductor size of 6 AWG.

F. HORIZONTAL WORKSTATION CABLE

1. Provide Category 5e 4-Pair UTP cable to each workstation location using *plenum* rated where required. Cables shall be distributed in a horizontal star topology to the Panel. Total length of cable from workstation information outlet jack to Panel shall not exceed 90 meters total length. Each horizontal cable shall be installed in a "home-run" configuration. No "daisy chained" conduit or cables shall be allowed.
2. All cables shall be installed using conduit, cable tray, or "J" hooks. Where cables are not installed in conduit or cable tray, the cable shall not be pulled or installed directly across suspended ceiling tiles or fluorescent lights without proper suspension and consideration of possible electrical interference. If "J" hooks are used, avoid placing any pressure or creating stress points on the cable. Maximum spacing between "J" hooks shall not exceed five feet. See materials list for suggested manufacturer of "J" hook. The exception to this guideline will be allowed above existing ceilings where access is readily available, i.e. new construction/remodeling. Cabling in this space may be bundled via velcro tie-wraps at manufacturer's recommendations and secured to existing structure using ITTS installation guidelines.

3. At no time shall pulling tension exceed 25 lbs. on horizontal cables. Exceeding the maximum recommended pulling tension during installation of cables will compromise the wire integrity. If wire integrity is compromised, the wire may not pass testing and certification standards required for a 1000BaseTX infrastructure (to or above 350MHz). The installing contractor will be responsible for replacement of any cable system that does not pass required certification standards. A representative from the ITTS office may randomly test cable installations during weekly coordination meetings.
4. Traditional nylon synch style Tie-Wraps shall not be used to bundle cables. Only Velcro Tie-Wraps are acceptable to bundle cables.
5. No Intra-building telecommunications cable shall be run adjacent and parallel to power cabling. A minimum of 5" distance is required from any fluorescent lighting fixture or power line up to 2kVA and 24" from any power line over 5kVA. Similarly, cable should be routed and terminated as far as possible from sources of EMF, such as ballasts, generators, transformers, fans, motor control units, motors, etc.
6. Horizontal UTP station cable shall be terminated at the Panel in a manner such that each workstation location will be numbered and terminated in sequential order. Coordinate with a representative of the ITTS Department prior to installation of BDF/MDF and IDF distribution and termination cable and hardware.
7. Each workstation information outlet location shall use hardware as suggested and/or specified in materials and/or project list. Color of plate shall match existing or specified color of other plates. Striping of cable jacket, untwisting of conductor pairs and termination shall be done using TIA/EIA conventions. 3-5 feet of excess, jacketed, cable shall be coiled above the ceiling to accommodate future re-termination (service loop). Maintain UTP cable pair twists up to the point of termination (maximum of up to 1/4" jacket removal allowed) at both the station/outlet end as well as patch panel/ block end for each horizontal cable. Take caution as to refrain from physically changing or damaging the shape or geometry of the cable during installation, i.e., do not cinch cable ties too tightly; avoid kinks and bends of cable. Do not place bundles in such a way that the weight of large bundles is damaging the cables on the bottom of the bundle. Each workstation information outlet jack wall plate shall be numbered sequentially, consistent with the IDF number layout using an acceptable labeling system. Numbering on each jack shall begin with the top jack or left-most first. Coordinate with a representative of ITTS Department prior to installation of workstation outlet termination hardware.
8. A nylon pull-string shall be installed in all conduits longer than 10 feet.
9. Plastic bushings are required on all stubbed-out conduit.

10. Stranded copper cable shall be ordered and used for station and panel patch cable. Solid copper cable shall be used for everything else. Appropriate rj-45 connectors for each of the above types of copper cable shall be used accordingly.
11. Splicing of any cables is prohibited
12. No exposed cable dropping down to jack locations or horizontal routing will be permitted.
13. Contractor shall test and certify, in writing, building wiring meets or exceeds all applicable TIA/EIA 568, 569, 606, 607, etc. conventions and standards. Contractor shall test and certify, in writing, building wiring shall support 1000Base TX/FX (gigabit) Ethernet technologies. Contractor shall use cabling that they have been certified on and shall warrant Tele-data communications wiring for a period of not less than specified by cable manufacturer.

G. VERTICLE RISER CABLE

1. A minimum of (2) 2" conduit paths shall be provided between the BDF/MDF and each IDF.
2. Coordinate with ITTS Department to determin quantity of (25) pair copper riser from the IDF to the BDF. Copper riser cable can be of a 25 Pair Category 5 riser rated FEP construction as specified in materials list. All riser cable shall be terminated using CAT5E rated distribution systems as specified in materials list. Riser cable shall be terminated on a separate block or panel from horizontal station cable. Designator strips shall be green in color. Coordinate with a representative of ITTS Department prior to installation and termination of riser cable and termination hardware.
3. Each IDF shall have a minimum (6) strand multi-mode fiber optic cable run back to the BDF/MDF. Fiber Optic cable and/or innerduct shall be **orange** in color only. Fiber Optic riser cable shall be equal to or better than Siecor, (6) strand, multi-mode, FDDI performance, 62.5/125um, 3.5/1.0 dB, MIC, TBII tight buffer tube construction. Innerduct will not be necessary if armored sheath fiber cable is proposed. Coordinate with a representative of ITTS Department prior to installation of fiber optic riser cable.

H. PATHWAY SUPPORT SYSTEM

1. All horizontal cable shall be installed using right angle, home-run configuration. Conduit, cable tray or "J" hooks are acceptable in any combination to support the cable system.

2. Stubbed-out conduits shall be dedicated, using no smaller than a 3/4" inside diameter per workstation outlet. There shall be no daisy-chain conduit runs. Each workstation location may require one 3/4" conduit, which is a home run back to the appropriate IDF. If cable run is through continuous conduit, pull boxes shall be spaced not greater than 100 feet apart. If more than two bends are in any 100 foot section, increase the conduit by one trade size. See TIA/EIA-569-A Section 4.4 Place TELECOMMUNICATIONS label on all pull and junction boxes. If a cable tray system is installed, the conduit, if not stubbed out, shall be a home run from the workstation outlet jack to the tray. Conduit runs shall comply with cable fill capacity and bend design as specified in TIA/EIA-569-A documents.
3. Care shall be taken in bundling large quantity of cables; making sure that weight of such is not an issue with runs ending up at bottom of bundle layed horizontally or with runs being bent or degree of bend for vertically hanging bundles.

I. GENERAL GUIDLINE SUMMARY

1. Workmanship and neat appearance shall be as important as the electrical and mechanical efficiency of the system. All installation work shall be done in a neat, high quality manner and in conformity with local and federal codes.
2. Work Included: Provide all labor, materials, tools, and services required to perform all work and services for installation of all data cabling and components as shown and indicated on the Drawings, and/or herein specified, with the intent that the installation shall be complete in every respect and ready for use.
3. All cables, wire, and equipment shall be held firmly in place. Fastenings and supports shall be adequate to support loads with ample safety factors.
4. All cables, wires, and equipment shall be installed per manufacturer's guidelines.
5. Cables and wires shall be installed free of kinks. A kink is defined as a violation of the manufacturer's minimum bend radius specification. Cables and wires shall be placed with sufficient bending radius so as not to kink or damage the cable such that it may cause deterioration to the transmission characteristics of the cable.
6. All data station wiring shall be color coded per industry and ITTS standards. Cable terminations shall be terminated in order per industry standard color code.
7. All jacks and cables shall be labeled to conform to ITTS conventions. Contact ITTS Department for labeling conventions.

8. All cables shall be tested and documented. Cable faults must be cleared. No wire shall have greater than 0% bad cable pairs. If 0% bad pairs is exceeded the Contractor shall replace cable at their expense.
9. Contractor is responsible to track and document as-built information.
10. Provide all project documentation and as-built information and so-forth to ITTS at completion of project or as directed. Individual station wire test results must be received in the proper format prior to activation by ITTS.

EXHIBIT "B"

BID PAGE

BID PAGE FOR
CABLING INSTALLATION SERVICES, TIME & MATERIALS
2006-174-05-04-LRM

Copper

Cost Per Installed Run*[1] of up to 90 meters (Including service loops)

Non-Plenum	CAT3 (4 pair)	CAT5e	CAT6	25 Pair Key Cable	% Discount for multi-runs to same drop
Regular New Construction (Rough/Pre-Punch)	$ 40.00	$ 60.00	$ 85.00	$ 1.20 Per Ft.	3.25%
Regular (Post-Punch)	$ 45.00	$ 65.00	$ 95.00	$ 1.25 Per Ft.	3.25%
Expedited	$ 58.00	$ 80.00	$120.00	$ 1.35 Per Ft.	3.25%
Emergency	$ 80.00	$125.00	$165.00	$ 1.50 Per Ft.	3.25%

Plenum					
Regular New Construction (Rough/Pre-Punch)	$ 60.00	$ 75.00	$105.00	$ 2.45 Per Ft.	3.25%
Regular (Post-Punch)	$ 65.00	$ 80.00	$110.00	$ 2.50 Per Ft.	3.25%
Expedited	$ 86.00	$106.00	$110.00	$ 2.60 Per Ft.	3.25%
Emergency	$120.00	$150.00	$200.00	$ 2.70 Per Ft.	3.25%

[1]For purposes of this contract a "Run" is defined as a single (horizontally or vertically) installed cable. A Drop can have up-to, but no more than 6 runs.

Misc., extra Material (Per unit)

	CAT3	CAT5E	CAT6	25 Pair Key Cable	N/A
3' patch cable	$ 4.15	$ 4.45	$ 6.41		
5' patch cable	$ 4.50	$ 4.98	$ 7.40		
7' patch cable	$ 5.00	$ 5.70	$ 8.00		
10' patch cable	$ 5.90	$ 6.44	$ 9.18		
Custom (by foot)	$ 5.90	$ 6.44	$ 9.18		
66 Block (Cat5e)	$ 12.00	$ 45.50			
66 Block (Cat5e) w/Con	$ 35.00				
5' Key w/Amphenol Cn[2]	$ 18.00				
10' Key w/Amph.	$ 20.00				
25' Key w/Amph	$ 32.00				
24 pt patch Panel*[3]		$145.00	$ 265.00		
Other					

Copper continued:
Exterior Work per foot

	2" Conduit	4" Conduit	Trenching	Other 1 4" Bore	Other 2 6" Bore
Regular	$ 2.16 Per Ft.	$ 3.80 Per Ft.	$ 1.50 Per Ft.	$18.00 Per Ft.	$22.00 Per Ft.
Expedited	$ 2.76 Per Ft.	$ 4.40 Per Ft.	$ 2.25 Per Ft.	$27.00 Per Ft.	$33.00 Per Ft.
Emergency	$ 3.36 Per Ft.	$ 5.00 Per Ft.	$ 3.00 Per Ft.	$36.00 Per Ft.	$44.00 Per Ft.

Fiber

	12 Strand	24 Strand	Termination (Per Pair)	Innerduct
Regular New Construction (Rough/Pre-Punch)	$ 2.65 Per Ft.	$ 4.25 Per Ft.	$100.00*	$ 3.50 Per Ft (Plenum) $ 3.58 Per Ft (Non-Plenum)
Regular (Post-Punch)	$ 2.70 Per Ft.	$ 4.30 Per Ft.	$ 100.00*	$ 3.58 Per Ft (P) $ 1.60 Per Ft (NP)
Expedited	$ 3.30 Per Ft.	$ 4.90 Per Ft.	$ 110.00*	$ 3.70 Per Ft. (P) $ 1.70 Per Ft. (NP)
Emergency	$ 3.90 Per Ft.	$ 5.50 Per Ft.	$ 115.00*	$ 3.90 Per Ft. (P) $ 1.80 Per Ft. (NP)

*(4 Terminations per pair)

[2] One end of amphenol connector must be female; the other end to match connector on 66-block.
[3] Including Blank Bracket and Jack Inserts. Note: We are no longer using panels of greater density than 24.

Exterior Work

	2" conduit	4" Conduit	Trenching	Other 6" Bore
Regular	$ 2.16 Per Ft.	$ 3.80 Per Ft.	$ 1.50 Per Ft.	$22.00 Per Ft.
Expedited	$ 2.76 Per Ft.	$ 4.40 Per Ft.	$ 2.25 Per Ft.	$33.00 Per Ft.
Emergency	$ 3.36 Per Ft.	$ 5.00 Per Ft.	$ 3.00 Per Ft.	$44.00 Per Ft.

Fiber Patch Cables

	ST - ST	ST – SC	ST - LC	SC - LC	Other
.3m Patch					
1m Patch	$ 20.72	$28.43	$46.06	50.56	
3m Patch	$ 23.72	$30.83	$51.83	55.43	

Fiber Patch Panels (ST) and Brackets

	6-Pak	12-Pak	Other Fiber Patch Panel
Enclosed	$ 30.75	$ 45.50	$201.40
Open			
Other			$ 88.02 (Wall)

Audio, Video & Alarm[4]

Specify Type	Installed	Cable Only	With Connectors
RG-6au	$ 60.00 (Non-Plenum) $125.00 (Plenum)	$ 95.00 (1,000' Roll) NP $593.00 (1,000' Roll) P	$ 70.00 $135.00
XLR			
Coaxial	$ 60.00 (Non-Plenum) $125.00 (Plenum)	$ 95.00 (1,000' Roll) NP $593.00 (1,000' Roll) P	$ 70.00 $135.00
Digital Coaxial	$ 80.00 (Non-Plenum) $145.00 Plenum)	$230.00 (1,000' Roll) NP $672.00 (1,000' Roll) P	$ 90.00 $155.00
Speaker	$ 30.00	$91.00	$40.00

[4] Specify by the Foot and/or Run

Wall Mounted Rack
All racks shall be at least 18" deep
And be capable of holding a rack-mounted UPS

	24"	36"	48"
Open Wall Mount Rack	$ 217.00	$ 246.00	$ 282.00
Installation	$ 100.00	$ 100.00	$ 100.00
Enclosed/Locking Wall Mount Rack[5]	$ 525.00	$ 584.00	$ 720.00
Installation	$ 100.00	$ 100.00	$ 125.00

Floor Mounted Rack

	6'	7'	Other
Floor Mount Open Rack-Aluminum	$ 390.00 (Special order)	$ 160.00	
Installation	$ 125.00	$ 125.00	
(Black) Open cabinet w/casters		$ 950.00	
Installation		$ 125.00	
(Black) Open cabinet w/casters		$ 950.00	
Installation		$ 125.00	
(Black) cabinet w/Side Panels only		$1,297.80	
Installation		$ 125.00	
(Black) cabinet w/Side Panels & Front and Back Locking doors		$1,577.80	
Installation		$ 125.00	

UPS

	Tower	Rack Mount	Other
500	$ 140.00	$ 350.00	
750	$ 180.00	$ 401.00	
1000	$ 285.00	$ 576.50	
1200	$ 326.24	$752.00	
1500	$ 350.24	$800.00	
1750	$ 1,050.00	$1,280.00	
2000	$ 1,085.00	$1,300.00	

[5] Enclosed racks shall have low-noise, thermostat-controlled fans if installed in staff work areas; otherwise standard fans can be used.

WARRANTY PROVIDED BY CONTRACTOR (1 YEAR MINIMUM) One (1)Year

Describe the process to be used to electronically accept, process and report job requests and progress to Hidalgo County Job request can be e-mailed electronically

List test equipment to comply with testing requirements

Copper	Fluke Networks OMINIScanner2 -	LanRover Tp500 - IDEAL VDV MultiMedia - Fluke Networks MICROScanner Pro.	
Fiber	Fluke Networks OMINIScanner2 -		

HIDALGO COUNTY RESERVES THE RIGHT TO AWARD ON AN "ALL OR NONE" OR BY "LINE ITEM" BASIS

EXHIBIT "C"

INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/01/2006

PRODUCER (956)968-8773
Sanchez Insurance Agency
124 N. Texas
Weslaco, TX 78596

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
STARR TELECOMMUNICATIONS,ETC,LL
7130 W HWY 83, STE #309
MISSION, TX 78572

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	REPUBLIC VANGUARD	
INSURER B:	SOUTHERN OCUNTY MUTUAL	
INSURER C:	TEXAS RISK	
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	RGL353504	01/18/2006	01/18/2007	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1 MILLION $100,000 $5,000 $1 MILLION $1 MILLION $1 MILLION
B		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS	STC557496	09/19/2005	09/19/2006	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1 MILLION
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C		WORKER'S COMPENSATION AND EMPLOYER'S' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC101040	12/25/2005	06/25/2006	☑ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $100,000 $100,000 $100,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

COUNTY OF HIDALGO
100 E. CANO
EDINBURG, TX 78539
FAX: 318-2629
ATTN: ROCIO @ PURCHASING DEPT.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2001/08)

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-174A-05-16

THIS CONTRACT is made and entered into this **16th** day of **May, 2006** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Jesse Garcia, Jr. DBA All Valley Communications (SECONDARY VENDOR)** a Texas Sole Proprietor ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Cabling Installation Services, Time & Materials"** (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 bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of 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 **Hidalgo County** 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 **May 16, 2006** and ending on **May 16, 2007** and may be extended at the sole discretion of County for one (1) additional year and two (2) additional one(1) month periods terms under the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract 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.

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

If to Company **All Valley Communications**
Jesse Garcia Jr., Owner
120 N. Main Street
La Feria, Texas 78559

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 16 day of May, 2006.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 5-16-06 AL

ATTEST:

_____
Eddy Trevino, County Clerk

COMPANY: All Valley Communications

By: _____
Printed Name: Jesse Garcia Jr
Title: Owner

Approved by Commissioners' Court on May 16, 2006

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

"EXHIBIT A"

SPECIFICATIONS

Bid No: 2006-174-05-03-LRM	Buyer: Laura Renteria-Moya	Tel. No: (956) 318-2626

AT 9:46 FILED O'CLOCK A M
MAY - 3 2006
EDDY TREVINO, COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

REQUEST FOR BIDS

HIDALGO COUNTY
"CABLING INSTALLATION SERVICES, TIME & MATERIALS"

BID OPENING DATE:

May 3, 2006

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539
956/318-2626

Form HCPD-03

Bid
for
HIDALGO COUNTY
"Cabling Installation Services, Time & Materials"
BID NO. 2006-174-05-03-LRM

To: Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: All Valley Communications
Address: 120 N. Main St., La Feria, TX 78559
By: 
Printed Name: Jesse Garcia, Jr.
Title: Owner

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/08/2005

PRODUCER
Connelly & Bartnesky Insurance
1209 E. Harrison
P.O. Box 2839
Harlingen TX 78550

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
All Valley Communications
120 North Main
La Feria TX 78559

INSURER A: Beacon National Insurance Co
INSURER B: Beacon Insurance Group
INSURER C: Texas Mutual Insurance Co
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
GENERAL LIABILITY	TCP 508394	02/03/2005	02/03/2006	EACH OCCURRENCE	$ 1,000,000
X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 100,000
CLAIMS MADE: X OCCUR				MED EXP (Any one person)	$ 5,000
				PERSONAL & ADV INJURY	$ 1,000,000
				GENERAL AGGREGATE	$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 1,000,000
POLICY PRO-JECT LOC					
AUTOMOBILE LIABILITY	TBA 063231	07/01/2005	07/01/2006	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
ANY AUTO					
ALL OWNED AUTOS				BODILY INJURY (Per person)	$
X SCHEDULED AUTOS					
HIRED AUTOS				BODILY INJURY (Per accident)	$
NON-OWNED AUTOS					
				PROPERTY DAMAGE (Per accident)	$
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
				AGG	$
EXCESS LIABILITY				EACH OCCURRENCE	$
OCCUR CLAIMS MADE				AGGREGATE	$
					$
DEDUCTIBLE					$
RETENTION $					$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP-0001153571	02/07/2005	02/07/2006	WC STATU-TORY LIMITS OTH-ER	
				E.L. EACH ACCIDENT	$ 500,000
				E.L. DISEASE - EA EMPLOYEE	$ 500,000
				E.L. DISEASE - POLICY LIMIT	$ 500,000
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Eddie Bartnesky

ACORD 25-S (7/97)

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PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I Jesse Garcia, Jr. , possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

Authorized Signature

May 2, 2006
Date

All Valley Communications
Company

120 N. Main St.
Address

La Feri, TX 78559
City, State, Zip

HIDALGO COUNTY
PURCHASING DEPARTMENT

VENDOR NO.: _____ ENTRY DATE:

Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Purchasing Department.

Company Name All Valley Communications	**Telephone No. ( )** 956-797-9766 or 800-487-9002
Mailing Address 120 N. Main St.	**Fax No. ( )** 956-797-9467
City, State, Zip La Feria, TX 78559	**Tax I.D. No.** 74-2616780
Remit to Address Same	**City, State, Zip**
Representative(s) Name(s) & Title(s) Jesse Garcia Jr - Owner	

Type of Organization (check one): X Individual ____ Partnership ____ Corporation ____ LLC ____ Other, Specify

Federal Identification No. or (if individual) SS No. 74-2616780

State of Incorporation: _____ **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler x Retailer ____ Broker ____ Distributor X Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Jesse Garcia, Jr. - Owner

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- XX Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☒ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: XX Yes ☐ No

Indicate Certification No.(s): 2449198125400 **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: Cabling Installation Serv
Telephone Equipment Sales/Serv

Would you like to be provided with specifications for procurements of such products?: XX Yes ☐ No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☒Yes ☐ No

If yes, by whom?: ☒State General Services Commission☐ Other

Indicate Certification No(s).: 2449198125400r Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

NOTE: ALL WORK WILL BE PERFORMED BY CONTRACTORS PERSONNEL A HUB.

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): ☐ State General Services Commission ☐ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Jesse Garcia Jr.

Business name, if different from above
All Valley Communications

Check appropriate box: ☑ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
120 N. Main St.

Requester's name and address (optional)

City, state, and ZIP code
La Feria TX 78559

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–					

or

Employer identification number
7	4	–	2	6	1	6	7	8	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5/2/04

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ALL VALLEY COMMUNICATIONS
REFERENCES

(CONFIDENTIAL LIST)

TEXAS DEPARTMENT OF HUMAN SERVICES
NOE DE LEON – IT DIRECTOR
956-316-8217

SCOPE OF WORK: MAINTENACE OF PHONE SYSTEMS AND ENHANCED COMPUTER CABLING PROJECTS THROUGHOUT RIO GRANDE VALLEY.

OFFICE OF THE ATTORNEY GENERAL
RONNIE MEDINA – ITS TELECOM
512-475-2680

SCOPE OF WORK: MAINTENANCE OF PHONE SYSTEMS AND ENHANCED COMPUTER CABLING PROJECTS FOR; LUBBOCK, DALLAS, HOUSTON, McALLEN AND SAN ANTONIO.

VALLEY VIEW I.S.D.
CAMILO MARTINEZ – IT DIRECTOR
956-655-6921

SCOPE OF WORK: MAINTENANCE OF PHONE SYSTEMS AND ENHANCED COMPUTER CABLING PROJECTS

TEXAS DEPARTMENT OF HEALTH
FERNANDO CASTILLO
956-423-0130

SCOPE OF WORK: MAINTENANCE OF PHONE SYSTEMS AND ENHANCED COMPUTER CABLING PROJECTS FROM CORPUS CHRISTI TO LAREDO.

Certification for
Primary Covered Transactions

(1) The _____ certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any United States federal departments or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (United Stated federal, State or local) transaction or contract under a public transaction; violation of United States federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (United States federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this _____ had one or more public transactions (United States federal, State or local) terminated for cause or default.

(2) Where the _____ is unable to certify to any of the statements in this certification, such prospective _____ shall attach an explanation to this proposal.

Signature: 

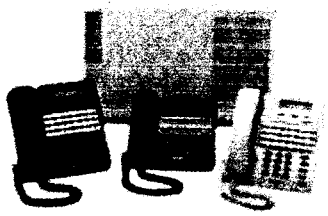
Print Name: Jesse Garcia, Jr.
All Valley Communications
Title: Owner

Telephone No.: 956-797-9765 Date:

ALL VALLEY COMMUNICATIONS

"For All Your Voice & Data Needs Since 1994"

120 N. Main St. La Feria, TX 78559
956-797-9766 – fax 956-797-9467
SPIN# 143007256
HUB/CISV #1742616780900 / 62665



WHO WE ARE

We provide cabling solutions and telecommunication equipment at a considerable cost savings. Our firm is locally owned and operated and has been serving the Rio Grande Valley and most of south Texas since April of 1994. Our firm is CISV and HUB certified by the state of Texas

OUR SERVICES

1. **Furnish, install and service telephone, voicemail and auto attendant systems.**
2. **Repair, upgrade, add, move or make changes to your existing equipment.**
3. **Certified technicians for enhanced computer and fiber optic wiring.**
4. **24 hour emergency service**

OUR PRODUCTS

Our chosen suppliers have been selected from many possible options due the high quality and strong performance of their hardware.

We are certified and/or trained on most major brands of phone systems such as: Tadiran, Comdial, Mitel, Atlas, Nortel, Toshiba and many more.

OUR CUSTOMERS

Our customers are a diverse group. We service the medical, finance, hospitality, and government sector. In addition we are experienced subcontractors for larger projects.

PURCHASE OPTIONS

Most Major Credit Cards Accepted
Terms
Equipment Lease Options
Maintenance & Service Agreements



GIVE US A CALL TODAY. OUR TEAM IS READY TO SERVE YOU.

CALL TOLL FREE 1-800-487-9002

EXHIBIT "A"
HIDALGO COUNTY BID SPECIFICATIONS "CABLING INSTALLATION SERVICES, TIME & MATERIALS"

BID No. 2006-174-05-03-LRM

I. DESCRIPTION

Building structured wiring systems shall meet Hidalgo County Tele-Data Cabling Conventions to include adherence to the most currently available Building Industry Consulting Service International (BICSI) Telecommunications Distribution Methods Manual (TDMM 10th Edition), ANSI/TIA/EIA Telecommunications Building Wiring Standards, and National Electrical Code NFPA 70 & 72 manuals. Bidders shall be fully acquainted with the above referenced standards and be fully qualified, as outlined in the Hidalgo County Tele-Data communications contractor qualifications, to bid on and perform work. Bidders shall have demonstrated qualifications to install and test Fast Ethernet and Gigabit Ethernet Copper & Fiber cabling. Additionally, the successful bidder will be required to meet Hidalgo County Tele-Data conventions and standards. The successful bidder will be required to meet with and coordinate with a representative of the IT Networking and Telecommunications Department prior to work beginning, and weekly, during the installation process. Weekly meetings will include a site inspection to ensure compliance with the before mentioned standards. The successful electrical and Tele-data communications contractor will follow appropriate installation guidelines, as contained in the most currently available BICSI TDMM, ANSI/TIA/EIA, and NFPA 70 & 72 manuals. Additionally, contractor will work with IT Networking and Telecommunications to ensure proper placement and routing of cable and support hardware.

TELE-DATA COMMUNICATIONS CONTRACTOR QUALIFICATIONS

a. Hidalgo County requires only qualified, experienced Tele-data communications contractors perform design, project management and installation services in the construction or remodel of County telecommunications infrastructure. Pursuant to this, Hidalgo County wants to ensure that successful contractors have the capabilities, qualifications, financial stability, and experience to complete Tele-data communications installations using common industry practices (i.e. BICSI TDMM, ANSI/TIA/EIA, NFPA, etc) while meeting all Hidalgo County guidelines.

b. A consultant or contractor, by responding to a bid, represents that their company possesses the qualifications, certifications, capabilities, test equipment, expertise, and personnel necessary to provide an efficient and successful installation of properly operating equipment as specified.

II. SPECIFICATIONS:

Copper

Cost Per Installed Run*[1] of up to 90 meters (Including service loops)

Non-Plenum	CAT3 (4 pair)	CAT5e	CAT6	25 Pair Key Cable	% Discount for multi-runs to same drop
Regular New Construction (Rough/Pre-Punch)					
Regular (Post-Punch)					
Expedited					
Emergency					
Plenum					
Regular New Construction (Rough/Pre-Punch)					
Regular (Post-Punch)					
Expedited					
Emergency					

Misc., extra Material (Per unit)

	CAT3	CAT5E	CAT6	25 Pair Key Cable	N/A
3' patch cable					
5' patch cable					
7' patch cable					
10' patch cable					
Custom (by foot)					
66 Block (Cat5e)					
66 Block (Cat5e) w/Con					
5' Key w/Amphenol Cn[2]					
10' Key w/Amph.					
25' Key w/Amph					

[1]For purposes of this contract a "Run" is defined as a single (horizontally or vertically) installed cable. A Drop can have up-to, but no more than 6 runs.

[2] One end of amphenol connector must be female; the other end to match connector on 66-block.

24 pt patch Panel*[3]				[redacted]	
Other					

Copper continued:
Exterior Work per foot

	2" Conduit	4" Conduit	Trenching	Other 1	Other 2
Regular					
Expedited					
Emergency					

Fiber

	12 Strand	24 Strand	Termination (Per Pair)	Innerduct
Regular New Construction (Rough/Pre-Punch)				
Regular (Post-Punch)				
Expedited				
Emergency				

Exterior Work

	2" conduit	4" Conduit	Trenching	Other
Regular				
Expedited				
Emergency				

Fiber Patch Cables

	ST - ST	ST – SC	ST - LC	SC - LC	Other
.3m Patch					
1m Patch					
3m Patch					

[3] Including Blank Bracket and Jack Inserts. Note: We are no longer using panels of greater density than 24.

Fiber Patch Panels (ST) and Brackets

	6-Pak	12-Pak	Other
Enclosed			
Open			
Other			

Audio, Video & Alarm[4]

Specify Type	Installed	Cable Only	With Connectors
RG-6au			
XLR			
Coaxial			
Digital Coaxial			
Speaker			

Wall Mounted Rack
All racks shall be at least 18" deep
And be capable of holding a rack-mounted UPS

	24"	36"	48"
Open Wall Mount Rack			
Installation			
Enclosed/Locking Wall Mount Rack[5]			
Installation			

Floor Mounted Rack

	6'	7'	Other
Floor Mount Open Rack-Aluminum			
Installation			

[4] Specify by the Foot and/or Run

[5] Enclosed racks shall have low-noise, thermostat-controlled fans if installed in staff work areas; otherwise standard fans can be used.

(Black) Open cabinet w/casters			
Installation			
(Black) Open cabinet w/casters			
Installation			
(Black) cabinet w/Side Panels only			
Installation			
(Black) cabinet w/Side Panels & Front and Back Locking doors			
Installation			

UPS

	Tower	Rack Mount	Other
500			
750			
1000			
1200			
1500			
1750			
2000			

WARRANTY PROVIDED BY CONTRACTOR (1 YEAR MINIMUM)_____

Describe the process to be used to electronically accept, process and report job requests and progress to Hidalgo County_____

_____

_____

_____

List test equipment to comply with testing requirements

Copper			
Fiber			

III. SPECIFICATIONS:

1. Except as indicated by Hidalgo County IT Telecom Services, Contractor shall provide materials and labor for cable installation work throughout Hidalgo County; to include new work as well as repairs to existing. Completed jobs shall conform to the Hidalgo County Voice and Data Wiring Specification Manual.

2. Contractor shall prepare a written job cost estimate for each job based upon a visit to the job site. Contractor must be available to visit job sites based on the following classifications of notification:
   (a) Routine – five (5) working days of notification
   (b) Expedite – one (1) working day of notification
   (c) Emergency – two (2) hours of notification

3. Contractor shall provide an electronic copy of the completed request for estimate form, (see Exhibit B, page XX of this bid), to the ITTS Department based on the following classifications of notification:
   (a) Routine – within forty-eight (48) hours after visiting the site.
   (b) Expedite – within twenty-four (24) hours after visiting the site.
   (c) Emergency – verbal estimate to be provided at the time of site visit with written follow-up of verbal estimate within twenty-four (24) hours of visit.

4. Once Hidalgo County has accepted a cabling job estimate through the issuance of a valid purchase order, the dollar amount reflected on the purchase order shall constitute the County's total obligation for that job. The Contractor shall endeavor to submit an accurate cost estimate. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the bidder. However, the County recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall immediately notify the IT Telecom Manager, and before work continues, the Contractor shall submit a revised cost estimate for approval. A written change order to the existing purchase order or the issuance of an additional purchase order is the only valid approval mechanisms for additional work.

5. Contractor shall inform the IT Department of the work in progress and advise them when a job is complete. For long-term projects (those exceeding five (5) working days), the Contractor shall meet with ITTS representative and provide a weekly, typewritten progress report. This report should be electronically submitted no later than 5:00 p.m. on each Friday until the work is completed. Weekly meetings will include a site inspection to ensure compliance with established standards.

6. Permits, Fees and Notices:

   a. The Contractor shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work. Contractor's estimate should include cost of any permits, fees, or notices for each job.

   b. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

   c. If the Contractor performs any work when he knows or should know it to be contrary to such laws, ordinances, rules and regulations, and shall therefore bear all costs attributable thereto.

7. Selected Contractor shall be expected to meet established schedules and deadlines for the completion of work as outlined in job estimates.

8. Selected Contractor shall be expected to adhere to current Hidalgo County Voice and Data Wiring Specification Manual. It is the responsibility of the Contractor to request any new revisions to the wiring specifications at the time an estimate is provided.

9. Bidder should have a current BICSI certified Registered Communication Distribution Designer (RCDD) on staff as a full-time employee. A copy of the RCDD certificate and BICSI member number must be provided with bidding documents

10. Bidder shall provide a representative list of three (3) or more references including contact name and telephone number. These references should represent the installation of copper and fiber optic cabling in interior, exterior, aerial, and underground environments. The bidder should indicate which types of work have been conducted for each reference. Hidalgo County may contact these references as one means of collecting information regarding past performance of the Bidder. THIS INFORMATION SHALL BE PROVIDED WITH BID.

11. Bidder shall provide a document detailing the staffing level of the Bidder's firm by job classification (i.e. cable installer, installers helper and qualifications of staff). THIS INFORMATION SHALL BE PROVIDED WITH BID.

12. Bidder shall provide a list of equipment owned; fiber and copper, description and any additional information as needed. THIS INFORMATION SHALL BE PROVIDED WITH BID.

13. Bidder shall provide a list of certificates and cables covered by manufacturer training and certification. THIS INFORMATION SHALL BE PROVIDED WITH BID.

14. Bidder shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation as specified.

15. Warranty information on installed equipment and cabling shall be detailed in each job estimate. Bidder shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation.

16. Warranty shall commence on each job on the date it is accepted as complete by Hidalgo County.

17. The Contractor shall respond with remedy to a warranty trouble call within twenty-four (24) hours after receipt of such a call.

18. If it becomes necessary for the County to contact another vendor for warranty repairs due to inability or failure of the Contractor to perform such repairs, the Contractor shall reimburse the County for all invoices for labor, materials required and the shipping/handling costs thereof, to perform such repairs, within thirty (30) calendar days from presentation of such invoice. This shall only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem. The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.

19. All cable/equipment installed must be fully tested and meet TIA/EIA testing and installation standards for UTP/STP copper, coaxial, and SM/MM fiber optic cable. This includes certification for Cat5, Cat3, Cat6 installation, Fast Ethernet, (100MB), Gigabit Ethernet (1000 MB), FDDI, etc. **All test results shall be submitted electronically to designated Hidalgo County ITTS representative within five (5) days of test completion. Invoices will NOT be paid unless corresponding test results are received.**

IV. Terms & Conditions:

1. **SCOPE of CONTRACT:** This is a firm fixed-price, estimated quantity contract calling for delivery of the products identified in Description at the stated prices submitted by the bidder. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the Hidalgo County Purchasing Agent, Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions and Description contained herein. Delivery schedule listed by bidders on the face of this RFB shall apply to the individual Purchase Order. Hidalgo County will seek purchases from State-awarded contracted vendors, cooperative purchasing programs, or any other vendor whenever it is statutorily permitted and in its best interest to do so. Hidalgo County is not obligated to order products not covered by this contract and is free to secure those requirements from other sources in accordance with applicable purchasing statues. Hidalgo County will seek purchases from State-awarded contracted vendors, cooperative purchasing programs, or any other vendor whenever it is statutorily permitted and in its best interest to do so.

2. **TERM CONTRACT:** The initial term of this contract shall commence upon award for twelve (12) months with Hidalgo County Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioners Court under the same firm fixed prices, terms and conditions.

3. **OPTION TO EXTEND:** Hidalgo County shall have the unilateral right to extend this Contract for one (1) additional year and two (2) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except for term and price, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) calendar days prior to expiration of the then current term. The total term of this Contract, included the Options to Extend, shall not exceed twenty-six (26) months. County shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

4. **PRICE CHANGES:** The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option year should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hidalgo County substantiating the changes to the bid process. Any price changes must be approved by Hidalgo County.

    1. **METHOD OF AWARD:** Award, if any, will be made to
        a. **Primary Vendor** the responsible bidder(s) submitting the lowest bid prices(s) and meeting all requirements of this Request for Bid.
        b. **Secondary Vendor** the responsible bidder(s) submitting the second lowest bid price(s) and meeting all requirements of this Request for Bid.

    Hidalgo County reserves the right to award on an "all or none" or "by line item" basis. Bidder may bid on any or all items in order to be considered responsive to this Request for Bid.

5. **PURCHASE ORDER: Contractor will not supply and/or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office.** Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor. The Contractor must respond by supplying and/or delivering the parts. Failure to act in this manner may result in termination of this contract.

6. **MATERIAL COST:** Prices for each job shall include the cost of shipping and delivery of all items to the designated FOB point and shall not include Federal or State of Texas sales, excise and use taxes. Bidder must include all costs in the delivered unit price.

7. **REQUIRED DELIVERY:** Verbal Purchase Order's placed by 3:00 p.m. shall be delivered to the department that same business day. Order's after 3:00 p.m. shall be next business day deliver.

8. **DAMAGES:** Contractor will be totally responsible for any and all damages and/or losses to equipment and property which may occur during the performance of this contract. Damages to equipment and property will be assessed by an agent of the Hidalgo County Elections Department.

V. ADDITIONAL INFORMATION:

1. All costs and expenses associated with preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

2. Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to: Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN,** Wednesday, April 26, 2006 by 5:00 P.M... Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, April 28, 2006 by 5:00 p.m...

HIDALGO COUNTY

VOICE AND DATA WIRING SPECIFICATION MANUAL

INTRODUCTION

HIDALGO COUNTY INFORMATION TECHNOLOGY DEPARTMENT TELE-DATA SERVICES (ITTS); provides Hidalgo County with network and telecommunications (Tele-Data) service and support. This includes the operation, management, and control of all County owned network and telecommunications facilities, including all County network and telephone equipment and the County's telecommunications and network infrastructure. This infrastructure consists of all inter-building and intrabuilding Tele-data cable, telecommunications wiring and Tele-data fiber optic networks, all Tele-data conduit systems, all Tele-data switching equipment, and all node wiring center patch panels and cabling.

- Responsibilities: The responsibilities of ITTS include providing intra and internet service, basic telephone service, voice messaging service (voice mail), long distance telephone services, local exchange carrier (e.g., SBC) telephone directory listing management, cellular telephone service, billing and service request processing, consulting, training and support for other telecommunications-related technologies including security surveillance and alarm equipment, egress and ingress access control hardware and software. ITTS serves as liaison for the County with state and federal regulatory agencies, and acts as the central point of contact for suppliers of telecommunications and network equipment, goods and services. ITTS will represent the County in all negotiations or discussions with network and telecommunications providers.
- ITTS has the authority to establish and implement countywide procedures governing purchase, installation and use of network and telecommunications equipment, goods and services. This authority also extends to the establishment of service pricing structures for such equipment, goods and services.

A. **INSTALLATIONS AND NEW SERVICE**: ITTS is responsible for the coordination and implementation of countywide network and telecommunications cable installations. It provides County departments with a single point of contact for all installation of intra-building and inter-building Tele-data cable and wiring. Coordination by ITTS will insure the integration of an individual installation with County facilities and future County networking plans. County departments planning to install Tele-data cable should contact ITTS for coordination and implementation assistance.

- Unless approved by ITTS, any Tele-data wiring done by other departments will be separate and independent from the County's network and telecommunications infrastructure, and will not have access to wall or floor outlets, conduits, and floor distribution closets. Any harm or disturbance to other networks, traceable to user installed wiring, will require the offending network to be disconnected until the problem has been corrected and restitution received for all diagnostics and repairs that may be required.
- Activities for which County departments should contact ITTS include, but not limited, the following:
    - Installation of additional telephone facilities.
    - Installation of special information circuits that convey information, including audio, control, data, video, and voice circuits.
    - Connection of departmental equipment to the County's network and telecommunications infrastructure.
    - Tele-data cable and wiring installation for all new construction or remodeling projects.

STANDARDS

B. DOCUMENTATION

1. Prior to installation acceptance, Contractor shall submit to ITTS fully documented minimum 8.5" x 14" scale drawings of the entire Tele-data distribution system. Documentation shall be provided in both a hard copy binder and a soft copy on CD capable of being viewed and edited in AutoCAD. This will include building and floor layouts with information outlet locations (jacks) and labeling, MDF/BDF/IDF distribution frames, cable routes, interconnect locations, intermediate and main distribution frame location, riser locations, and all other information pertinent to the installation.
2. Contractor shall provide the printed results of the Cable Scanner tests on legible individual 8 ½" X 11" paper sheets. The test results must be identified by location and wire number. They must be signed and dated by the tester. The test results must be submitted to ITTS prior to outlet activation.

3. Vendor will be responsible for accurately labeling and identifying all relevant components of the cabling system, including, but not limited to: Workstation outlet face plate labeling; patch panel and block labeling and color-coding; backbone cable labeling at entrance to MDF, BDF, and IDF; fiber optic patch panel labeling and color-coding, cables at each end, conduits at each end, and grounding system. Vendor will consult with ITTS representative in regard to labeling and identification.

CABLE PLANT

C. TELE-DATA ROOM REQUIREMENTS

1. Each BDF/MDF and IDF shall be a stand-alone room or wiring closet located such that no single UTP horizontal cable run shall exceed 90 meters. Wiring closets shall not be co-located in custodial, mechanical or other shared space where damage to critical electronic may occur. Each room shall be sized according to use, and meet the below listed criteria. Coordinate with a representative of ITTS prior to installation of backboard, grounding and bonding system, and electrical service.

- Floor Size: BDF/MDF/Building Entrance/Equipment Rooms – minimum of 8' x 10'
- Floor Size: IDF 5' x 8'
- Floor Surface: Treated concrete or non-grouted tile.
- Floor loading: 50 lb/ft^2 minimum or as required by applicable codes.
- Ceiling Height: 8.5 ft minimum above finished floor
- Door Size: 3' wide and 6.7' tall w/180^0 swing out.
- Wall Lining (backboard): AC-grade 3/4" x 4' x 8' sheets plywood, with no voids, covered on all sides with two coats fire retardant paint.
- Lighting: Minimum 500 lux measured at 3' above finished floor.
- Power: Provide minimum (3) dedicated, IG, non-switched, 4-way, 120Vac 20Amp circuits, (at least 1 circuit per cabinet or rack). Provide 1 to 1 120Vac 30Amp circuit (L5-30R) or direct 208Vac> for Battery Back-Ups requiring such.
- Grounding and Bonding: Install a contiguous Intra-building grounding and bonding system in compliance with NEC Article 250 and TIA/EIA-607 using a minimum conductor size of 6 AWG to be located on each plywood backboard with Ground Bus Bar as directed.
- Security: Unique telecom key separate from building master.
- Location: Room shall be located such that no single horizontal workstation outlet cable shall exceed 90 meters from outlet jack to panel termination.
- HVAC: Maintain constant temperature of 64^0 - 75^0 F with one air change per hour.
- Fire Protection: As required by applicable codes.

2. No Intra/Inter-building telecommunications cable shall be run adjacent and parallel to power cabling. A minimum of 6" distance is required from any fluorescent lighting fixture or power line up to 2kVA and 24" from any power line over 5kVA. Similarly, cable should be routed and terminated as far as possible from sources of EMF, such as ballasts, transformers, generators, fans, motor control units, motors, etc.
3. Cable termination, order of termination, color-coding, grouping, numbering plan and labeling shall be performed in accordance with ITTS Networking and Telecommunication's conventions. See sections pertaining to Horizontal and Vertical Cable. Coordinate with a representative of ITTS Networking and Telecommunications Department prior to installation of BDF/MDF and IDF distribution and termination hardware.

D. ACCESS CONTROL AND SECURITY

1. A quad outlet style box shall be installed a minimum of 1' and a maximum of 2' on the interior of the building above each set of outside entrance doors. One 1/2" conduit shall be run from the quad box to the door latch. An electronic relay release latch shall be provided at the door. One 3/4" conduit shall be provided (run or stubbed) from the quad box to the BDF/IC room. A duplex 110Vac power receptacle shall be provided adjacent to the quad box. The contractor, except the electronic relay door release, shall provide no access or security hardware unless otherwise specified in construction documents.
2. A single 2" conduit with weather head shall be run from the roof to the BDF/MDF room. The conduit with weather head shall be of sufficient height above the roof as per code and/or standards. The contractor shall provide no CCTV equipment, unless otherwise specified in construction documents.

E. ENTRANCE FACILITIES

1. Outside plant facility requirements shall be coordinated with ITTS Networking and Telecommunications Department.
2. A minimum of (3) 4" inside diameter schedule 40 PVC conduits shall be run from the BDF/MDF to the designated pedestal or other service entrance. One of the 4" conduits shall have installed (4) 1" corrugated orange inner ducts if not using armored fiber cable. See materials list. Conduits shall be buried a minimum of 24" from the surface on a foundation of 10" wet sand fill. A metallic locator ribbon or cable shall be install 12" above and parallel to the conduit. There shall be a minimum horizontal separation of 24" from co-located buried electrical service.

3. Outside copper cable pair count shall be 2 *25 pair* minimum. (Building specific, to be determined in conjunction with building occupancy and purpose) Use only 24AWG, PE-89 Type REA, direct bury cable with foam skin/filled core, gopher proof sheath, polyethylene jacket. See material list. Copper shall be terminated in a minimum of (25) pair increments.
4. Copper facilities shall be tested and documented at 100-ohm with maximum 0% failure allowed.
5. Outside fiber optic cable strand count shall be 24 strand (or 2 12 strands). Strand count shall be a 50/50 hybrid construction of 62.5/125um 3.5/1.0 dB multi-mode. Fiber optic cable shall be terminated in a minimum of (12) strand increments at the BDF building entrance in a Fiber Distribution Center. See materials list. Fiber optic fan-out and termination shall be done using ST style connectors.
6. Fiber optic facilities shall be tested and documented at 850nm/1300nm with maximum 0% failure allowed.
7. Grounding and Bonding shall conform to NEC Article 250 and TIA/EIA-607 using a minimum conductor size of 6 AWG.

F. HORIZONTAL WORKSTATION CABLE

1. Provide Category 5e 4-Pair UTP cable to each workstation location using *plenum* rated where required. Cables shall be distributed in a horizontal star topology to the Panel. Total length of cable from workstation information outlet jack to Panel shall not exceed 90 meters total length. Each horizontal cable shall be installed in a "home-run" configuration. No "daisy chained" conduit or cables shall be allowed.
2. All cables shall be installed using conduit, cable tray, or "J" hooks. Where cables are not installed in conduit or cable tray, the cable shall not be pulled or installed directly across suspended ceiling tiles or fluorescent lights without proper suspension and consideration of possible electrical interference. If "J" hooks are used, avoid placing any pressure or creating stress points on the cable. Maximum spacing between "J" hooks shall not exceed five feet. See materials list for suggested manufacturer of "J" hook. The exception to this guideline will be allowed above existing ceilings where access is readily available, i.e. new construction/remodeling. Cabling in this space may be bundled via velcro tie-wraps at manufacturer's recommendations and secured to existing structure using ITTS installation guidelines.

3. At no time shall pulling tension exceed 25 lbs. on horizontal cables. Exceeding the maximum recommended pulling tension during installation of cables will compromise the wire integrity. If wire integrity is compromised, the wire may not pass testing and certification standards required for a 1000BaseTX infrastructure (to or above 350MHz). The installing contractor will be responsible for replacement of any cable system that does not pass required certification standards. A representative from the ITTS office may randomly test cable installations during weekly coordination meetings.
4. Traditional nylon synch style Tie-Wraps shall not be used to bundle cables. Only Velcro Tie-Wraps are acceptable to bundle cables.
5. No Intra-building telecommunications cable shall be run adjacent and parallel to power cabling. A minimum of 5" distance is required from any fluorescent lighting fixture or power line up to 2kVA and 24" from any power line over 5kVA. Similarly, cable should be routed and terminated as far as possible from sources of EMF, such as ballasts, generators, transformers, fans, motor control units, motors, etc.
6. Horizontal UTP station cable shall be terminated at the Panel in a manner such that each workstation location will be numbered and terminated in sequential order. Coordinate with a representative of the ITTS Department prior to installation of BDF/MDF and IDF distribution and termination cable and hardware.
7. Each workstation information outlet location shall use hardware as suggested and/or specified in materials and/or project list. Color of plate shall match existing or specified color of other plates. Striping of cable jacket, untwisting of conductor pairs and termination shall be done using TIA/EIA conventions. 3-5 feet of excess, jacketed, cable shall be coiled above the ceiling to accommodate future re-termination (service loop). Maintain UTP cable pair twists up to the point of termination (maximum of up to 1/4" jacket removal allowed) at both the station/outlet end as well as patch panel/ block end for each horizontal cable. Take caution as to refrain from physically changing or damaging the shape or geometry of the cable during installation, i.e., do not cinch cable ties too tightly; avoid kinks and bends of cable. Do not place bundles in such a way that the weight of large bundles is damaging the cables on the bottom of the bundle. Each workstation information outlet jack wall plate shall be numbered sequentially, consistent with the IDF number layout using an acceptable labeling system. Numbering on each jack shall begin with the top jack or left-most first. Coordinate with a representative of ITTS Department prior to installation of workstation outlet termination hardware.
8. A nylon pull-string shall be installed in all conduits longer than 10 feet.
9. Plastic bushings are required on all stubbed-out conduit.

10. Stranded copper cable shall be ordered and used for station and panel patch cable. Solid copper cable shall be used for everything else. Appropriate rj-45 connectors for each of the above types of copper cable shall be used accordingly.
11. Splicing of any cables is prohibited
12. No exposed cable dropping down to jack locations or horizontal routing will be permitted.
13. Contractor shall test and certify, in writing, building wiring meets or exceeds all applicable TIA/EIA 568, 569, 606, 607, etc. conventions and standards. Contractor shall test and certify, in writing, building wiring shall support 1000Base TX/FX (gigabit) Ethernet technologies. Contractor shall use cabling that they have been certified on and shall warrant Tele-data communications wiring for a period of not less than specified by cable manufacturer.

G. VERTICLE RISER CABLE

1. A minimum of (2) 2" conduit paths shall be provided between the BDF/MDF and each IDF.
2. Coordinate with ITTS Department to determin quantity of (25) pair copper riser from the IDF to the BDF. Copper riser cable can be of a 25 Pair Category 5 riser rated FEP construction as specified in materials list. All riser cable shall be terminated using CAT5E rated distribution systems as specified in materials list. Riser cable shall be terminated on a separate block or panel from horizontal station cable. Designator strips shall be green in color. Coordinate with a representative of ITTS Department prior to installation and termination of riser cable and termination hardware.
3. Each IDF shall have a minimum (6) strand multi-mode fiber optic cable run back to the BDF/MDF. Fiber Optic cable and/or innerduct shall be **orange** in color only. Fiber Optic riser cable shall be equal to or better than Siecor, (6) strand, multi-mode, FDDI performance, 62.5/125um, 3.5/1.0 dB, MIC, TBII tight buffer tube construction. Innerduct will not be necessary if armored sheath fiber cable is proposed. Coordinate with a representative of ITTS Department prior to installation of fiber optic riser cable.

H. PATHWAY SUPPORT SYSTEM

1. All horizontal cable shall be installed using right angle, home-run configuration. Conduit, cable tray or "J" hooks are acceptable in any combination to support the cable system.

2. Stubbed-out conduits shall be dedicated, using no smaller than a 3/4" inside diameter per workstation outlet. There shall be no daisy-chain conduit runs. Each workstation location may require one 3/4" conduit, which is a home run back to the appropriate IDF. If cable run is through continuous conduit, pull boxes shall be spaced not greater than 100 feet apart. If more than two bends are in any 100 foot section, increase the conduit by one trade size. See TIA/EIA-569-A Section 4.4 Place TELECOMMUNICATIONS label on all pull and junction boxes. If a cable tray system is installed, the conduit, if not stubbed out, shall be a home run from the workstation outlet jack to the tray. Conduit runs shall comply with cable fill capacity and bend design as specified in TIA/EIA-569-A documents.
3. Care shall be taken in bundling large quantity of cables; making sure that weight of such is not an issue with runs ending up at bottom of bundle layed horizontally or with runs being bent or degree of bend for vertically hanging bundles.

I. GENERAL GUIDLINE SUMMARY

1. Workmanship and neat appearance shall be as important as the electrical and mechanical efficiency of the system. All installation work shall be done in a neat, high quality manner and in conformity with local and federal codes.
2. Work Included: Provide all labor, materials, tools, and services required to perform all work and services for installation of all data cabling and components as shown and indicated on the Drawings, and/or herein specified, with the intent that the installation shall be complete in every respect and ready for use.
3. All cables, wire, and equipment shall be held firmly in place. Fastenings and supports shall be adequate to support loads with ample safety factors.
4. All cables, wires, and equipment shall be installed per manufacturer's guidelines.
5. Cables and wires shall be installed free of kinks. A kink is defined as a violation of the manufacturer's minimum bend radius specification. Cables and wires shall be placed with sufficient bending radius so as not to kink or damage the cable such that it may cause deterioration to the transmission characteristics of the cable.
6. All data station wiring shall be color coded per industry and ITTS standards. Cable terminations shall be terminated in order per industry standard color code.
7. All jacks and cables shall be labeled to conform to ITTS conventions. Contact ITTS Department for labeling conventions.

8. All cables shall be tested and documented. Cable faults must be cleared. No wire shall have greater than 0% bad cable pairs. If 0% bad pairs is exceeded the Contractor shall replace cable at their expense.
9. Contractor is responsible to track and document as-built information.
10. Provide all project documentation and as-built information and so-forth to ITTS at completion of project or as directed. Individual station wire test results must be received in the proper format prior to activation by ITTS.

EXHIBIT "B"

BID PAGE

BID PAGE FOR
CABLING INSTALLATION SERVICES, TIME & MATERIALS
2006-174-05-04-LRM

Copper

Cost Per Installed Run*[1] of up to 90 meters (Including service loops)

Non-Plenum	CAT3 (4 pair)	CAT5e	CAT6	25 Pair Key Cable	% Discount for multi-runs to same drop
Regular New Construction (Rough/Pre-Punch)	$45.00	$65.00	$95.00	$255.00	
Regular (Post-Punch)	$45.00	$65.00	$95.00	$255.00	
Expedited	$45.00	$65.00	$95.00	$255.00	
Emergency	$45.00	$65.00	$95.00	$255.00	

Plenum					
Regular New Construction (Rough/Pre-Punch)	$65.00	$95.00	$160.00	$355.00	
Regular (Post-Punch)	$65.00	$95.00	$160.00	$355.00	
Expedited	$65.00	$95.00	$160.00	$355.00	
Emergency	$65.00	$95.00	$160.00	$355.00	

[1]For purposes of this contract a "Run" is defined as a single (horizontally or vertically) installed cable. A Drop can have up-to, but no more than 6 runs.

Misc., extra Material (Per unit)

	CAT3	CAT5E	CAT6	25 Pair Key Cable	N/A
3' patch cable	$4.25	$4.50	$6.25		
5' patch cable	$4.65	$5.25	$6.75		
7' patch cable	$5.25	$5.75	$7.25		
10' patch cable	$5.45	$6.25	$8.10		
Custom (by foot)	.40¢	.64¢	.97¢		
66 Block (Cat5e)	$12.00	$15.00			
66 Block (Cat5e) w/Con	$46.00	$56.00			
5' Key w/Amphenol Cn[2]	$17.00	$28.00			
10' Key w/Amph.	$23.00	$45.00			
25' Key w/Amph	.56¢ ft	$2.10 ft			
24 pt patch Panel*[3]	$95.00	$180.00	$320.00		
Other					

Copper continued:
Exterior Work per foot

	2" Conduit	4" Conduit	Trenching	Other 1	Other 2
Regular					
Expedited					
Emergency					

Fiber

	12 Strand	24 Strand	Termination (Per Pair)	Innerduct
Regular New Construction (Rough/Pre-Punch)	$25.00 ft	$65.00 ft.		
Regular (Post-Punch)	$25.00 ft	$65.00 ft.		
Expedited	$25.00 ft	$65.00 ft		
Emergency	$35.00 ft	$97.00 ft		

[2] One end of amphenol connector must be female; the other end to match connector on 66-block.
[3] Including Blank Bracket and Jack Inserts. Note: We are no longer using panels of greater density than 24.

Exterior Work

	2" conduit	4" Conduit	Trenching	Other_____
Regular				
Expedited				
Emergency				

Fiber Patch Cables

	ST - ST	ST – SC	ST - LC	SC - LC	Other_____
.3m Patch					
1m Patch	$11.55	$12.81	$22.85	$22.00	
3m Patch	$13.13	$16.97	$24.81	$23.14	

Fiber Patch Panels (ST) and Brackets

	6-Pak	12-Pak	Other_____
Enclosed			
Open			
Other			

Audio, Video & Alarm[4]

Specify Type	Installed	Cable Only	With Connectors
RG-6au	~~$95.00~~	~~$69.00~~	~~$99.00~~
XLR			
Coaxial	$110.00	$85.00	$99.00
Digital Coaxial			
Speaker	$85.00	$45.00	-0-

[4] Specify by the Foot and/or Run

Wall Mounted Rack
All racks shall be at least 18" deep
And be capable of holding a rack-mounted UPS

	24"	36"	48"
Open Wall Mount Rack	$195.00	$260.00	$320.00
Installation	$32.50 per/hr	$32.50 per/hr	$32.50 per/hr
Enclosed/Locking Wall Mount Rack[5]	$260.00	$595.00	$680.00
Installation	$32.50 per/hr	$32.50 per/hr	$32.50 per/hr

Floor Mounted Rack

	6'	7'	Other
Floor Mount Open Rack-Aluminum	$155.00	$165.00	
Installation	$32.50 per/hr	$32.50 per/hr	
(Black) Open cabinet w/casters	$1,300.00	$1,500.00	
Installation	$32.50 per/hr	$32.50 per/hr	
(Black) Open cabinet w/casters	$1,300.00	$1,500.00	
Installation	$32.50 per/hr	$32.50 per/hr	
(Black) cabinet w/Side Panels only	$1,000.00	$1,500.00	
Installation	$32.50 per/hr	$32.50 per/hr	
(Black) cabinet w/Side Panels & Front and Back Locking doors	$1,900.00	$1,700.00	
Installation	$32.50 per/hr	$32.50 per/hr	

UPS

	Tower	Rack Mount	Other
500	$225.00 SC620	$220.00 SC450 RMIU	
750	$544.00 SUA750x1		
1000	$529.00 SUA100s1	$429.00 SC1000	
1200		$829.00 SU1400 RMXB3U	
1500	$1430.00 APC Smart UPSXL Mod 1500 VA Rack Tower		
1750			
2000	$1300.00 APC Smart UPSx1 2200VA		$1600.00 APC SMART UPS RM5U 120V

[5] Enclosed racks shall have low-noise, thermostat-controlled fans if installed in staff work areas; otherwise standard fans can be used.

WARRANTY PROVIDED BY CONTRACTOR (1 YEAR MINIMUM) ONE YEAR

Describe the process to be used to electronically accept, process and report job requests and progress to Hidalgo County Job requests may be emailed and responded to daily.

List test equipment to comply with testing requirements

Copper			
Fiber			

HIDALGO COUNTY RESERVES THE RIGHT TO AWARD ON AN "ALL OR NONE" OR BY "LINE ITEM" BASIS

Insurance Requirement Acknowledgment

I, Jesse Garcia, Jr., authorized representative for All Valley Communations
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

☒ have already been met, see attached copy of insurance certificate.

Authorized Representative

5/2/06
Date

Notice to Bidder: Failure to provide Certificates of Insurance Purchasing Department Contracts Manager will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "C"

INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 08/23/2006

PRODUCER
Connelly & Bartnesky Insurance
1209 E. Harrison
P.O. Box 2839
Harlingen TX 78550

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
All Valley Communications
120 North Main
La Feria TX 78559

INSURERS AFFORDING COVERAGE

INSURER A: Beacon National Insurance Co
INSURER B: Texas Mutual Insurance Co
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	MPP-06-0000961-00	02/03/2006	02/03/2007	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	CAP-06-0005319-00	07/01/2006	07/01/2007	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP-0001153571	02/07/2006	02/07/2007	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

Hidalgo County
Attn: Purchasing Dept.
100 E Cano 5th Floor Admin
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

©ACORD CORPORATION 1988

2. **Ratify acquisition of additional state certified Electronic Voting System (Precinct Printers) awarded to Election Systems & Software, Inc. (ES&S) through TBPC non-automated contract 578-N1 in the amount not to exceed $47,475.00 (previously approved in CC on April 4, 2006 for $45,975.00)**

   On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

   At this time the Court moved back to item #5.

J. HIDALGO COUNTY HEALTH DEPARTMENT –

1. **Pursuant to action taken by CC on 4-18-06, requesting approval of a P.O. 566346 increase in the amount of $49,765.75 (new P.O. total amount of $533,830.85) to reflect three vehicles approved for purchase by CC on 5-02-06 for the Health Department through the Interlocal Agreement with the Houston-Galveston Area Council (H-GAC) Philpott Motor Co, Port Neches , Texas and thus incurring no additional administrative fees for:**

   One (1) New Model 2006 V6 Regular Van Truck $19,055.25
   One (1) New Model 2006 Regular 15-P Club Wagon $18,481.25
   One (1) New Model 2006 V6 Long Bed ½ Ton Regular Cab Pick–up Truck... $12,229.25
   Total Amount FOB Health Dept. $49,765.75

   On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

K. HIDALGO COUNTY INFORMATION TECHNOLOGY DEPARTMENT –

1. **Recommending bid award and approval of contracts for Bid 2006-174-05-03 LRM for "Cabling Installation Services, Time & Materials" to the lowest and second lowest vendors, meeting all specifications and requirements as attached here to;**

   On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

   At this time Commissioner Palacios returns to Court.

L. HIDALGO COUNTY IT DEPT. / PRECINCT NO. 1-

1. **Presentation for discussion, consideration and approval of request to re-assign two(2) existing cellular phones, as follows: a) from Frank Suarez to Martin Chavez; b) from Ralph Vicencio to Claudia Sanchez, pursuant to the Hidalgo County Cellular Phone Policy, (as per precincts request).**

   On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

EXHIBIT "A"
HIDALGO COUNTY BID SPECIFICATIONS "CABLING INSTALLATION SERVICES, TIME & MATERIALS"

I. DESCRIPTION

Building structured wiring systems shall meet Hidalgo County Tele-Data Cabling Conventions to include adherence to the most currently available Building Industry Consulting Service International (BICSI) Telecommunications Distribution Methods Manual (TDMM 10th Edition), ANSI/TIA/EIA Telecommunications Building Wiring Standards, and National Electrical Code NFPA 70 & 72 manuals. Bidders shall be fully acquainted with the above referenced standards and be fully qualified, as outlined in the Hidalgo County Tele-Data communications contractor qualifications, to bid on and perform work. Bidders shall have demonstrated qualifications to install and test Fast Ethernet and Gigabit Ethernet Copper & Fiber cabling. Additionally, the successful bidder will be required to meet Hidalgo County Tele-Data conventions and standards. The successful bidder will be required to meet with and coordinate with a representative of the IT Networking and Telecommunications Department prior to work beginning, and weekly, during the installation process. Weekly meetings will include a site inspection to ensure compliance with the before mentioned standards. The successful electrical and Tele-data communications contractor will follow appropriate installation guidelines, as contained in the most currently available BICSI TDMM, ANSI/TIA/EIA, and NFPA 70 & 72 manuals. Additionally, contractor will work with IT Networking and Telecommunications to ensure proper placement and routing of cable and support hardware.

TELE-DATA COMMUNICATIONS CONTRACTOR QUALIFICATIONS

a. Hidalgo County requires only qualified, experienced Tele-data communications contractors perform design, project management and installation services in the construction or remodel of County telecommunications infrastructure. Pursuant to this, Hidalgo County wants to ensure that successful contractors have the capabilities, qualifications, financial stability, and experience to complete Tele-data communications installations using common industry practices (i.e. BICSI TDMM, ANSI/TIA/EIA, NFPA, etc) while meeting all Hidalgo County guidelines.

b. A consultant or contractor, by responding to a bid, represents that their company possesses the qualifications, certifications, capabilities, test equipment, expertise, and personnel necessary to provide an efficient and successful installation of properly operating equipment as specified.

II. SPECIFICATIONS:

Copper

Cost Per Installed Run*[1] of up to 90 meters (Including service loops)

Non-Plenum	CAT3 (4 pair)	CAT5e	CAT6	25 Pair Key Cable	% Discount for multi-runs to same drop
Regular New Construction (Rough/Pre-Punch)					
Regular (Post-Punch)					
Expedited					
Emergency					
Plenum					
Regular New Construction (Rough/Pre-Punch)					
Regular (Post-Punch)					
Expedited					
Emergency					

Misc., extra Material (Per unit)

	CAT3	CAT5E	CAT6	25 Pair Key Cable	N/A
3' patch cable					↓
5' patch cable					
7' patch cable					
10' patch cable					
Custom (by foot)					
66 Block (Cat5e)					
66 Block (Cat5e) w/Con					
5’ Key w/Amphenol Cn[2]					
10’ Key w/Amph.					
25’ Key w/Amph					
24 pt patch Panel*[3]					

[1]For purposes of this contract a “Run” is defined as a single (horizontally or vertically) installed cable. A Drop can have up-to, but no more than 6 runs.
[2] One end of amphenol connector must be female; the other end to match connector on 66-block.
[3] Including Blank Bracket and Jack Inserts. Note: We are no longer using panels of greater density than 24.

Other					

Copper continued:
Exterior Work per foot

	2” Conduit	4” Conduit	Trenching	Other 1 _____	Other 2 _____
Regular					
Expedited					
Emergency					

Fiber

	12 Strand	24 Strand	Termination (Per Pair)	Innerduct
Regular New Construction (Rough/Pre-Punch)				
Regular (Post-Punch)				
Expedited				
Emergency				

Exterior Work

	2” conduit	4” Conduit	Trenching	Other _____
Regular				
Expedited				
Emergency				

Fiber Patch Cables

	ST - ST	ST – SC	ST - LC	SC - LC	Other_____
.3m Patch					
1m Patch					
3m Patch					

Fiber Patch Panels (ST) and Brackets

6-Pak	12-Pak	Other_____

Enclosed			
Open			
Other			

Audio, Video & Alarm[4]

Specify Type	Installed	Cable Only	With Connectors
RG-6au			
XLR			
Coaxial			
Digital Coaxial			
Speaker			

Wall Mounted Rack
All racks shall be at least 18" deep
And be capable of holding a rack-mounted UPS

	24"	36"	48"
Open Wall Mount Rack			
Installation			
Enclosed/Locking Wall Mount Rack[5]			
Installation			

Floor Mounted Rack

	6'	7'	Other
Floor Mount Open Rack-Aluminum			
Installation			
(Black) Open cabinet w/casters			
Installation			
(Black) Open cabinet w/casters			
Installation			

[4] Specify by the Foot and/or Run

[5] Enclosed racks shall have low-noise, thermostat-controlled fans if installed in staff work areas; otherwise standard fans can be used.

(Black) cabinet w/Side Panels only			
Installation			
(Black) cabinet w/Side Panels & Front and Back Locking doors			
Installation			

UPS

	Tower	Rack Mount	Other
500			
750			
1000			
1200			
1500			
1750			
2000			

WARRANTY PROVIDED BY CONTRACTOR (1 YEAR MINIMUM)_____

Describe the process to be used to electronically accept, process and report job requests and progress to Hidalgo County_____
_____
_____
_____

List test equipment to comply with testing requirements

Copper			
Fiber			

III.SPECIFICATIONS:

1. Except as indicated by Hidalgo County IT Telecom Services, Contractor shall provide materials and labor for cable installation work throughout Hidalgo County; to include new work as well as repairs to existing. Completed jobs shall conform to the Hidalgo County Voice and Data Wiring Specification Manual.

2. Contractor shall prepare a written job cost estimate for each job based upon a visit to the job site. Contractor must be available to visit job sites based on the following classifications of notification:

(a) Routine – five (5) working days of notification
(b) Expedite – one (1) working day of notification
(c) Emergency – two (2) hours of notification

3. Contractor shall provide an electronic copy of the completed request for estimate form, (see Exhibit B, page XX of this bid), to the ITTS Department based on the following classifications of notification:

(a) Routine – within forty-eight (48) hours after visiting the site.
(b) Expedite – within twenty-four (24) hours after visiting the site.
(c) Emergency – verbal estimate to be provided at the time of site visit with written follow-up of verbal estimate within twenty-four (24) hours of visit.

4. Once Hidalgo County has accepted a cabling job estimate through the issuance of a valid purchase order, the dollar amount reflected on the purchase order shall constitute the County's total obligation for that job. The Contractor shall endeavor to submit an accurate cost estimate. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the bidder. However, the County recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall immediately notify the IT Telecom Manager, and before work continues, the Contractor shall submit a revised cost estimate for approval. A written change order to the existing purchase order or the issuance of an additional purchase order is the only valid approval mechanisms for additional work.

5. Contractor shall inform the IT Department of the work in progress and advise them when a job is complete. For long-term projects (those exceeding five (5) working days), the Contractor shall meet with ITTS representative and provide a weekly, typewritten progress report. This report should be electronically submitted no later than 5:00 p.m. on each Friday until the work is completed. Weekly meetings will include a site inspection to ensure compliance with established standards.

6. Permits, Fees and Notices:

a. The Contractor shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work. Contractor's estimate should include cost of any permits, fees, or notices for each job.

b. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

c. If the Contractor performs any work when he knows or should know it to be contrary to such laws, ordinances, rules and regulations, and shall therefore bear all costs attributable thereto.

7. Selected Contractor shall be expected to meet established schedules and deadlines for the completion of work as outlined in job estimates.

8. Selected Contractor shall be expected to adhere to current Hidalgo County Voice and Data Wiring Specification Manual. It is the responsibility of the Contractor to request any new revisions to the wiring specifications at the time an estimate is provided.

9. Bidder should have a current BICSI certified Registered Communication Distribution Designer (RCDD) on staff as a full-time employee. A copy of the RCDD certificate and BICSI member number must be provided with bidding documents

10. Bidder shall provide a representative list of three (3) or more references including contact name and telephone number. These references should represent the installation of copper and fiber optic cabling in interior, exterior, aerial, and underground environments. The bidder should indicate which types of work have been conducted for each reference. Hidalgo County may contact these references as one means of collecting information regarding past performance of the Bidder. THIS INFORMATION SHALL BE PROVIDED WITH BID.

11. Bidder shall provide a document detailing the staffing level of the Bidder's firm by job classification (i.e. cable installer, installers helper and qualifications of staff). THIS INFORMATION SHALL BE PROVIDED WITH BID.

12. Bidder shall provide a list of equipment owned; fiber and copper, description and any additional information as needed. THIS INFORMATION SHALL BE PROVIDED WITH BID.

13. Bidder shall provide a list of certificates and cables covered by manufacturer training and certification. THIS INFORMATION SHALL BE PROVIDED WITH BID.

14. Bidder shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation as specified.

15. Warranty information on installed equipment and cabling shall be detailed in each job estimate. Bidder shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation.

16. Warranty shall commence on each job on the date it is accepted as complete by Hidalgo County.

17. The Contractor shall respond with remedy to a warranty trouble call within twenty-four (24) hours after receipt of such a call.

18. If it becomes necessary for the County to contact another vendor for warranty repairs due to inability or failure of the Contractor to perform such repairs, the Contractor shall reimburse the County for all invoices for labor, materials required and the shipping/handling costs thereof, to perform such repairs, within thirty (30) calendar days from presentation of such invoice. This shall only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem. The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.

19. All cable/equipment installed must be fully tested and meet TIA/EIA testing and installation standards for UTP/STP copper, coaxial, and SM/MM fiber optic cable. This includes certification for Cat5, Cat3, Cat6 installation, Fast Ethernet, (100MB), Gigabit Ethernet (1000 MB), FDDI, etc. **All test results shall be submitted electronically to designated Hidalgo County ITTS representative within five (5) days of test completion. Invoices will NOT be paid unless corresponding test results are received.**

IV. Terms & Conditions:

1. **SCOPE of CONTRACT:** This is a firm fixed-price, estimated quantity contract calling for delivery of the products identified in Description at the stated prices submitted by the bidder. Upon acceptance of a bid by

Hidalgo County Commissioners and issuance of a Contract Award by the Hidalgo County Purchasing Agent, Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions and Description contained herein. Delivery schedule listed by bidders on the face of this RFB shall apply to the individual Purchase Order. Hidalgo County will seek purchases from State-awarded contracted vendors, cooperative purchasing programs, or any other vendor whenever it is statutorily permitted and in its best interest to do so. Hidalgo County is not obligated to order products not covered by this contract and is free to secure those requirements from other sources in accordance with applicable purchasing statues. Hidalgo County will seek purchases from State-awarded contracted vendors, cooperative purchasing programs, or any other vendor whenever it is statutorily permitted and in its best interest to do so.

2. **TERM CONTRACT:** The initial term of this contract shall commence upon award for twelve (12) months with Hidalgo County Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioners Court under the same firm fixed prices, terms and conditions.

3. **OPTION TO EXTEND:** Hidalgo County shall have the unilateral right to extend this Contract for one (1) additional year and two (2) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except for term and price, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) calendar days prior to expiration of the then current term. The total term of this Contract, included the Options to Extend, shall not exceed twenty-six (26) months. County shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

4. **PRICE CHANGES:** The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option year should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hidalgo County substantiating the changes to the bid process. Any price changes must be approved by Hidalgo County.

    1. **METHOD OF AWARD:** Award, if any, will be made to
        a. **Primary Vendor** the responsible bidder(s) submitting the lowest bid prices(s) and meeting all requirements of this Request for Bid.
        b. **Secondary Vendor** the responsible bidder(s) submitting the second lowest bid price(s) and meeting all requirements of this Request for Bid.

    Hidalgo County reserves the right to award on an "all or none" or "by line item" basis. Bidder may bid on any or all items in order to be considered responsive to this Request for Bid.

5. **PURCHASE ORDER: Contractor will not supply and/or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office**. Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor. The Contractor must respond by supplying and/or delivering the parts. Failure to act in this manner may result in termination of this contract.

6. **MATERIAL COST:** Prices for each job shall include the cost of shipping and delivery of all items to the designated FOB point and shall not include Federal or State of Texas sales, excise and use taxes. Bidder must include all costs in the delivered unit price.

7. **REQUIRED DELIVERY:** Verbal Purchase Order's placed by 3:00 p.m. shall be delivered to the

department that same business day. Order's after 3:00 p.m. shall be next business day deliver.

8. **DAMAGES:** Contractor will be totally responsible for any and all damages and/or losses to equipment and property which may occur during the performance of this contract. Damages to equipment and property will be assessed by an agent of the Hidalgo County Elections Department.

V. ADDITIONAL INFORMATION:

1. All costs and expenses associated with preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

2. Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to: Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN**, Wednesday, _____ by 5:00 P.M... Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, _____ by 5:00 p.m..

AI-8027 **21.F.1.**

Replacement of Refrigerators
CC REGULAR

Date: 02/26/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Community Service Agency

Information

CAPTION

Requesting authorization to advertise requests for proposals and approval of draft specifications/requirements for replacement of refrigerators in eligible low-income dwellings throughout Hidalgo County.

BACKGROUND

These services are delivered pursuant to the CEAP Program and are designed to lower ultility usage and promote energy conservation. All funding will provided by the Community Service Agency.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

As per Thelma Vasquez, Program Specialist all funding will be through the Community Service Agency.

Attachments

Link: #08-063

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/21/2008 08:00 AM	APRV
2	Budget & Management	Dina Trevino	02/21/2008 03:42 PM	APRV
3	Rey Salazar	Rey Salazar	02/22/2008 10:01 AM	APRV
4	Auditor's Office	Linda Fong	02/22/2008 01:09 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 01:33 PM	APRV

Form Started By: Oscar Garza Started On: 02/20/2008 01:41 PM

Final Approval Date: 02/22/2008

AI-7784 **21.G.1.**

Standing Item

CC REGULAR

Date: 02/26/2008
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	02/05/2008 09:15 AM	APRV
2	Budget & Management	Dina Trevino	02/05/2008 05:51 PM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 01:01 PM	APRV
4	Court Administrator	Monica Badillo	02/22/2008 01:32 PM	APRV
Form Started By: Nielda Cavazos			Started On: 02/05/2008 08:32 AM	
Final Approval Date: 02/22/2008				

AI-8043 **21.H.1.**

Service and Maintenance to the Adult Detention Electronics System
CC REGULAR

Date: 02/26/2008
Submitted By: Roli Flores, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority to re-advertise due to no bids received for "Service and Maintenance to the Adult Detention Electronics System" project (08-092-ROL).

BACKGROUND

Letter for request to rebid.

Fiscal Impact

FISCAL YEAR: 08 **ACCT. #:** 8-1100-421-00-280-001-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 2-22-08 $9,305.00

Attachments

Link: memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/21/2008 08:58 AM	APRV
2	Budget & Management	Dina Trevino	02/21/2008 03:57 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/22/2008 01:36 PM	APRV
4	Auditor's Office	Linda Fong	02/22/2008 01:54 PM	APRV
5	Court Administrator	Monica Badillo	02/22/2008 02:29 PM	APRV

Form Started By: Roli Flores Started On: 02/20/2008 04:14 PM

Final Approval Date: 02/22/2008

Juan Tapia/HCSO
02/20/2008 03:51 PM

To rolando.flores@co.hidalgo.tx.us

cc Anacleto Martinez/HCSO@HCSO, Richard Ozuna/HCSO@HCSO, Leonel Moncivais/HCSO@HCSO, Virgina Rodriguez/HCSO@HCSO, Javier Chapa/HCSO@HCSO

bcc

Subject Re: Bid No. 08-027-02-20 Serv. & Maintenance A/ Det. Elec. Sys.

In response to your fax dated 2-20-08 due to lack of participation we recommend to re-bid this project back again, please route for approval through Commissioner's Court Agenda, be sure this time to send packets via FedEx, Lone Star or any other similar service provider, not by mail. Thanks

Ter. Rel

AI-8009 **21.I.1.**

"Drug Testing Collection Services"
CC REGULAR

Date: 02/26/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

Requesting authority to advertise and approval of draft "Exhibit A & B (specifications & bid page) for"RFB-Drug Testing Collection Services" for Hidalgo County Juvenile Probation Department.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1100-423-32-330-001-0-339
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Exhibit A & B (Specifications and Bid Page)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/22/2008 02:08 PM	APRV
2	Budget & Management	Dina Trevino	02/22/2008 02:39 PM	APRV
3	Dale Kennan	Dale Kennan	02/22/2008 03:10 PM	APRV
4	Auditor's Office		02/22/2008 05:11 PM	NEW
Form Started By: Vangie Garcia			Started On: 02/19/2008 02:24 PM	
Final Approval Date: 02/22/2008				

EXHIBIT "A"

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT
DRUG TESTING COLLECTION SERVICES

BID SPECIFICATIONS

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT (County) is seeking bids from qualified contractors with which to establish contracts for the purpose of performing drug test collections for juveniles on an as needed basis.

SCOPE OF SERVICES:

1. Agency shall be certified and accredited to conduct Drug and Alcohol test collections dealing with students, minors and all underage donors as specified by school, local, state and federal regulation required by law.

2. Agency shall collect urine, saliva, hair follicle, and swabbing test as required and indicated by law.

3. A Panel 10 including Marijuana, Cocaine, Opiates, Amphetamine, Phencyclidine (PCP), Barbiturates, Benzodiazepines, Methadone, Methaqualone, and Propoxyphene. Agency shall also be available to provide Ethanol/Alcohol testing through certified equipment for the presence of alcohol. Further or specified testing may be required for Roche pills, (Date Rape) and other illegal substance, as required, requested, and needed.

4. Agency, Laboratory or contractor conducting the specimen collection and testing must have access to a Medical Review Office (M.R.O.) in the field of Substance Abuse. Copies of certifications should be submitted with bid response.

5. QUALIFICATIONS OF THE CONTRACTOR – Must remain current on testing and medical standards for all services to be performed as a result of this contract.

6. Agency/Contractors shall have built-in authorization forums for Parental Consents and other required notice as specified by law. Company agrees to use appropriate safeguards to prevent use of disclosure and any protection required under the HIPAA Protected Health Information Act as required by Law. Where required, agency/Contractors shall comply with the standards and other regulation issued forth under 45 CFR parts 142 and 160-164 pursuant to the Health Insurance Portability and Accountability Act of 1996 (Collectively: HIPPA).

7. Any possession of illicit or illegal substance will be reported to authorized personnel and to the Administration of the Hidalgo County Juvenile Probation Department (H.C.J.P.D.) as herein specified.

8. Conduct collection in accordance with request submitted by the H.C.J.P.D.

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9. Agency/Contractor must be able to conduct trainings designated for Probation Officers and H.C.J.P.D. personnel in conjunction with Drug and Alcohol Education and handouts, at least once a year.

10. Insurance (Liability Insurance) required as specified by regulation on attached Exhibit "C".

11. RESULTS: All results require a verbal notification to Israel "Buddy" Silva, H.C.J.P.D. Director or designated staff member authorized by contract. Positive results must be hand-delivered in a sealed confidential envelope to the attention of Israel "Buddy" Silva or designated authorized person in contract to the Hidalgo County Juvenile Probation Department, 3100 S. Hwy. 281, Edinburg, TX 78539. Negative results will be mailed or hand delivered in a sealed confidential envelope to same address.

12. Agency/Contractor agrees to ensure that any agent, Probation Officer (P.O.), or County Employee, requested results and information must be authorized by Hidalgo County Juvenile Probation Department (H.C.J.P.D.).

13. Test results will not be divulged in any form to anyone other than to contract designated authorized representatives. Contracted vendor must report any use or disclosure of the protected results and information of said minor to the required and authorized H.C.J.P.D. personnel.

14. The service provider will insure proper and documented chain of custody during and after sample collection and testing.

15. Agency must be able to provide H.C.J.P.D. statistic reports on an annual basis.

16. Agency must provide valley wide service upon request due to area required by Hidalgo County residence.

17. Agency must provide a 24 hour service, available to respond in a two to three hour, but not to exceed a three hour period.

18. Agency must be available to conduct on-site and on different valley wide location to make testing available where needed and required.

19. BID PRICE must include individual test charges (fees) for Panel 10, Rohypnol, Alcohol and Ecstasy and a total test charge (fee) for all the above. Bid price must indicate fees for urine, hair and blood test for the above tests. Bid price will also include price per session on Drug Free Workplace Act and any other requested drug testing related training.

20. INDEMNIFICATION – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses,

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and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.

21. CONTRACT TERM – The initial term of the resultant contract will be for a period of one (1) year and shall commence from the date of award. The County reserves the option to extend the contract for two (2) additional one (1) year terms based on performance evaluation and contingent upon cost terms and conditions remaining unchanged and/or County's option to extend for an additional (60) day grace period at the end of contract for unforeseen delays on subsequent contract award.

22. REFERENCES - Submit a minimum of five (5) references that include, company names, addresses, contact persons and telephone numbers for the contact persons. References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by the vendor.

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SPECIAL INSTRUCTIONS TO BIDDERS:

1. RIGHT TO AUDIT: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

   For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

   The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

   If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by Contractor to the County, the actual cost of the County's audit and excess amount charged to the County shall be paid by Contractor.

2. Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

3. The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary

specification contained herein which state the minimum number vendor owned vehicles required.

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, New Hidalgo County Administration Building, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All applicable forms in this packet must be filled in its entirety and submitted with bid response.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, _____, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, _____.

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EXHIBIT "B"
HIDALGO COUNTY JUVENILE PROBATION
DRUG TESTING COLLECTION SERVICES
Bid No.

BID PAGE

1. PER HOUR FEES (LABOR):

BUSINESS HOURS	FROM	TO	FEES
REGULAR			
PREMIUM			

2. TEST CHARGES: Enter price for each test.

Specific Test		Level Assessed (confirmation threshold)	PRICE	Zero Level (screening threshold)	PRICE	Turnaround time for results	
						NEGATIVE	NON-NEGATIVE
Panel 10 (individual)							
Cannabis	Urine						
	Hair						
	Blood						
Cocaine	Urine						
	Hair						
	Blood						
Amphetamines	Urine						
	Hair						
	Blood						
Morphine	Urine						
	Hair						
	Blood						
Methamphetamines	Urine						
	Hair						
	Blood						
Phencyclidine	Urine						
	Hair						
	Blood						
Benzodiazepines	Urine						
	Hair						
	Blood						
Barbiturates	Urine						
	Hair						
	Blood						

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Specific Test		Level Assessed (confirmation threshold)	**PRICE**	Zero Level (screening threshold)	**PRICE**	Turnaround time for results	
						NEGATIVE	NON-NEGATIVE
Methadone	Urine						
	Hair						
	Blood						
Tricyclic Antidepressants	Urine						
	Hair						
	Blood						
Rohypnol	Urine						
	Hair						
	Blood						
Alcohol	Urine						
	Hair						
	Blood						
Ecstasy	Urine						
	Hair						
	Blood						
COMPLETE TEST COST (Includes all of the above)	Urine						
	Hair						
	Blood						

3. TRAINING FEES:

Training Charges per Session:

a) Drug Free Workplace Act _____

b) Other Drug Testing Related _____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CELLULAR NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

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AI-8030 **22.A.**

Interdepartmental for Indigent Health Care
CC REGULAR

Date: 02/26/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer within the Indigent Health Care Program (1249) from Program 004 to Program 003 in the amount of $278,414.96.

BACKGROUND

To pay invoices submitted by USScript.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1249-444-00-240-00X-8-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1249-444-00-240-004-8-843-->7-1249-444-00-240-003-8-899 $ 278,414.96; Available balance as of 02/22/08 $ 2,495,461.67.

Attachments

Link: Interdepartmental

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2008 03:50 PM	APRV
2	Dale Kennan	Dale Kennan	02/21/2008 04:08 PM	APRV
3	Auditor's Office	Linda Fong	02/22/2008 01:07 PM	APRV
4	Dina Trevino	Dina Trevino	02/22/2008 02:47 PM	APRV
5	Erika Reyna (Originator)	Erika Reyna	02/22/2008 03:05 PM	APRV
6	Linda Fong		02/22/2008 05:11 PM	NEW

Form Started By: Erika Reyna Started On: 02/20/2008 02:10 PM

Final Approval Date: 02/22/2008

DATE: **February 22, 2008**

DEPARTMENT HEAD: **Valde Guerra**

DEPARTMENT NAME: **Dept. of Budget and Mgmt. for Indigent Health Care (1249)**

ACCOUNT NUMBER: **7-1249-444-00-240-00X-8-8XX**

SUBJECT: **Interdepartmental Transfer**

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
7-1249-444-00-240-004-8-843	UPL FY 2007-2008-AID TO NONGOVT AGENCY	(278,414.96)
7-1249-444-00-240-003-8-899	INDIGENT FY 2007-2008-CONTINGENCY	278,414.96
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Transfer from UPL FY 2007-2008-AID TO NONGOVT AGENCY to INDIGENT FY 2007-2008-CONTINGENCY to cover pending payment.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-8058 **22.B.**

Fuel Credit Card
CC REGULAR

Date: 02/26/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION
Discussion, consideration and action on approving Fuel Credit Card Policy.

BACKGROUND
Copy will be provided at CC.

Fiscal Impact

Attachments

Link: Fuel Cards

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 09:03 AM	APRV
2	Erika Reyna	Erika Reyna	02/22/2008 03:27 PM	APRV
3	Auditor's Office		02/22/2008 05:11 PM	NEW
Form Started By: Monica Badillo			Started On: 02/21/2008 09:12 AM	
Final Approval Date: 02/22/2008				

HIDALGO COUNTY
LIST OF USER DEPARTMENTS WITH FUEL CARDS:
ARGUINDEGUI OIL COMPANY

DEPARTMENT:	ACCOUNT #
Adult Probation	001473
Boot Camp	001481
Buildings and Grounds	001493
Constable Precinct No. 5	001477
Constable Precinct No. 4	001498
Constable Precinct No. 1	001497
Constable Precinct No. 3	001472
Constable Precinct No. 2	001475
County Clerk's Office	001466
Fire Marshal	001490
Head Start Program	001469
Health Department	001478
Judge's Office	001464
Juvenile Detention	001480
Planning Department	001494
Precinct No. 4	001468
Precinct No. 3	001465
Purchasing Department	001479
Restitution Center	001492
Right of Way Department	001467
Security Administration	001495
Sheriff's Office	001471
Tax Office	001463
Tax Office-Fraud Investigators	001470
WIC Program	001474
Youth Village	001489

Comdata Fuel Cards

1. County Judge
2. Constable Pct #1
3. Fire Marshall
4. Constable Pct #3
5. District Attorney
6. Department of Budget & Management Safety Division
7. Texas Extension Service

AI-8057 **22.C.**

Cable

CC REGULAR

Date: 02/26/2008

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Discussion, consideration and action on approving Cable Cast Policy.

BACKGROUND

Fiscal Impact

Attachments

Link: Policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 09:03 AM	APRV
2	Erika Reyna	Erika Reyna	02/22/2008 03:27 PM	APRV
3	Auditor's Office		02/22/2008 05:11 PM	NEW

Form Started By: Monica Badillo — Started On: 02/21/2008 09:10 AM

Final Approval Date: 02/22/2008

Department of Budget & Management:

Effective Date: February 26, 2008

Title: Cablecast TV Policy

1.0 Introduction

The purpose of this policy is to provide guidelines for the use of televisions with cablecast television programming in The County of Hidalgo.

2.0 Mission

The County of Hidalgo's goals and objectives are to be the leader in our local government by:

- providing excellent service to our taxpayers,
- having an open and transparent government,
- maintaining and upholding fiscal responsibility,
- increasing economic growth,
- demonstrating accountability,
- improving operational efficiency and productivity, and
- increasing intergovernmental relations with our local, state and federal governments.

3.0 Purpose

The County of Hidalgo Commissioners' Court has deemed it appropriate to provide cablecast service to applicable county departments in order to:

1. Foster a greater understanding of government issues and services by promoting involvement and awareness among the general public through programming services in media outlets;

2. Serve as a source of information in emergency situations, including but not limited to:
    a. Weather emergencies,
    b. Local and state emergencies, and
    c. National and international emergencies.

3. Serve as a source of news and current events.

4.0 Administration:

The County of Hidalgo shall address the installation and use of cablecast TV service for County Departments through the Cable Policy Committee and the Department of Information and Technology's telecommunications division.

5.0 Provider

The cable provider for The County of Hidalgo is _____ for the duration of _____.

6.0 Installation Requests

All requests for cable installation and service connection must be completed and signed by the elected official or department head and must be formally submitted to the IT department helpdesk at (956) 292-2010 or via fax at (956) 318-2152. The request form can be found in section 13.0 of this Cablecast TV Policy.

All requests will be subject to review by the Cable Policy Committee, consisting of Commissioners Court Chief Executive Officer and Chief Information Officer. The Cable Policy Committee will review each request as to its appropriateness. The following criteria will be reviewed for approval of requests:

- Primary use (news, weather, etc.)
- Justification for consideration
- Location (common waiting area, department supervisor's office, etc.)
- Audience (customers waiting in line, reception area, etc.)
- Accessibility (number of clients vs. number of employees)
- Any other relevant information
- Available equipment (television)

7.0 Equipment

The County of Hidalgo will purchase and provide televisions to the common areas it deems appropriate.

Departments that request cable installation will be fully responsible for the purchase and maintenance of the television that will be used. However, any television that accesses The County of Hidalgo's cablecast services will abide by the policies outlined here.

8.0 Location

The County of Hidalgo may provide access to cablecast television in selected common area locations. The common areas are places open to all civic patrons during normal operating hours. These include but are not limited to seating areas, service areas and open spaces.

The County of Hidalgo, at its discretion, may also deem appropriate access to cablecast television in certain offices and/or conference room areas. See Section 4.0 and Section 13.0 of this policy.

9.0 Channel Content and Selection

Channels will be selected based on the widest possible audience appeal within the goal of providing news, information, and education. Examples of channels include but are not limited to CNBC, CNN, CNN Headline News, Fox News, MSNBC, Weather Channel and TXCN News.

The County of Hidalgo reserves the right to limit access to channels that are not directly related to the essential responsibilities associated with an office or department. As an example, ESPN broadcasts information that is not vital to the functioning of any County department and therefore may not be available for viewing.

10.0 Sound

1. Normal operation of the television is with sound. Use of sound shall be between 50 – 70 decibels. At all times, the use of sound shall not be permitted to disrupt department operations.

2. When available, closed-captioning settings will be turned on so that the programming can be viewed with text when sound is not audible.

11.0 Restrictions

The County of Hidalgo does not permit the expansion of existing Cable TV connections and/or extended to other jacks without the express authority from the IT department. Any contrary action will constitute immediate termination of service to the responsible department.

12.0 Disclaimer

Views and opinions expressed by the media outlets through cablecast do not necessarily reflect those of the governing body of the County of Hidalgo and the constituents they represent. Therefore, the governing body of the County of Hidalgo and the constituents they represent do not assume any liability for the media outlet programming content.

13.0 Cable Installation Request Form

Please complete this form and return to the IT department helpdesk at (956) 292-2010 or via fax at (956) 318-2152.

SIGNING THIS FORM INDICATES YOU FULLY ACCEPT

THE ABOVE REFERENCED POLICY AND CONDITIONS

Name of Requestor:_____ **Date of Request**_____

Title: _____ **Phone #**:_____

Department:_____

Email Address:_____

Reason for Request:_____

_____

_____

_____

_____

_____

_____

_____ _____

Signature of Elected Official or Department Head **Date**

_____ _____

Printed Full Name **Title**

_____ _____

Email Address **Phone #**

AI-8072 **22.D.**

Interdepartmental Transfer
CC REGULAR

Date: 02/26/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer within the Indigent Health Care Program (1249) from program 004 to program 003 in the amount of $ 74,370.41.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1249-444-00-240-00X-8-8XX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1249-444-00-240-004-8-843-->8-1249-444-00-240-003-8-899 $ 74,370.41; Available account balance as of 02/22/08 $ 8,110,195.07.

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 11:52 AM	APRV
2	Andres Castro	Andres Castro	02/22/2008 01:59 PM	APRV
3	Auditor's Office		02/22/2008 05:11 PM	NEW

Form Started By: Erika Reyna — Started On: 02/22/2008 09:53 AM

Final Approval Date: 02/22/2008

DATE: **February 22, 2008**

DEPARTMENT HEAD: **Valde Guerra**

DEPARTMENT NAME: **Dept. of Budget and Mgmt. for Indigent Health Care (1249)**

ACCOUNT NUMBER: **7-1249-444-00-240-00X-8-8XX**

SUBJECT: **Interdepartmental Transfer**

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1249-444-00-240-004-8-843	UPL FY 2007-2008-AID TO NONGOVT AGENCY	(74,370.41)
8-1249-444-00-240-003-8-899	INDIGENT FY 2007-2008-CONTINGENCY	74,370.41
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Transfer from UPL FY 2007-2008-AID TO NONGOVT AGENCY to INDIGENT FY 2007-2008-CONTINGENCY to cover pending payment.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-8074 **22.E.**

Air Conditioner System Upgrade Project
CC REGULAR

Date: 03/06/2008
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from Countywide Administration- Contingency to Computer Department- Repair and Maintenance Supplies-Buildings (1100) in the amount of $60,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899-->8-1100-415-00-200-002-0-671 $60,000.00
Available balance as of 2/22/08 $574,283.02

Attachments

Link: Computer Department

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	02/22/2008 11:30 AM	APRV
2	Budget & Management	Dina Trevino	02/22/2008 11:55 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/22/2008 01:50 PM	APRV
4	Auditor's Office		02/22/2008 05:11 PM	NEW

Form Started By: Damaris San Miguel — Started On: 02/22/2008 10:18 AM

Final Approval Date: 02/22/2008

DATE: February 22, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management c/o Computer Department

ACCOUNT NUMBER: 8-1100-415-00-200-002-0 671

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0 899	CO WIDE ADM-CONTINGENCY	(60,000.00)
TO		
8-1100-415-00-200-002-0 671	COMPUTER DEPT-REPAIR AND MAINTENANCE SUPPLIES - BUILDINGS	60,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Allocate monies to purchase and install a new Air Conditioner System for central equipment.

SIGNATURE

/ /

AI-8082 **22.F.**

Resolution Supporting TTBH
CC REGULAR

Date: 02/26/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Presentation, discussion, consideration, and approval of the Resolution supporting Tropical Texas Behavioral Health.

BACKGROUND

Tropical Texas Behavioral Health has applied for state funds for the creation of a crisis center. The state would pay 75% of the costs. The remainder would have to be provided by Hidalgo and Cameron Counties.

Resolution is being reviewed by legal counsel. It will be provided during CC meeting.

Fiscal Impact

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

BUDGETARY IMPACT:

Scenario 1: Construction of new facility

Hidalgo County Contribution
FY 2008 - $ 139,702.00 Estimated Cost
FY 2009 - $ 405,536.00 Estimated Cost

Scenario 2: Contracting with local in-pt providers

Hidalgo County Contribution
FY 2008 - $ 62,238.00 Estimated Cost
FY 2009 - $ 162,338.00 Estimated Cost

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 01:48 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/22/2008 03:21 PM	APRV
3	Auditor's Office		02/22/2008 05:11 PM	NEW

Form Started By: Erika Reyna

Started On: 02/22/2008 01:21 PM

Final Approval Date: 02/22/2008

AI-8071 **22.G.**

Certification of WC Claims paid by Tristar Risk Management
CC REGULAR

Date: 02/26/2008
Submitted By: Flora Vazquez, WORKERS' COMPENSATION
Department: WORKERS' COMPENSATION
Agenda Area: Budget and Management

Information

CAPTION

Fund 2202- Workers' Compensation Self-Insured:
Requesting approval of reimbursement to the Hidalgo County Workers' Compensation Claims paying account for claims paid by Tristar Risk Management in the amount of $ 58,739.90 for the period of 02/01/08-02/15/08 and requesting wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: Certification of WC Claims paid

Link: Invoice & Breakdown by Organization

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 11:52 AM	APRV
2	Andres Castro	Andres Castro	02/22/2008 03:24 PM	APRV
3	Auditor's Office		02/22/2008 05:11 PM	NEW
Form Started By: Flora Vazquez			Started On: 02/22/2008 09:52 AM	
Final Approval Date: 02/22/2008				

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: **February 01 –15, 2008.**

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$ 58,739.90.**

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check **# 319533-319759**) on behalf of injured employees from **02/01/2008** to **02/15/2008** :

1).	Hidalgo County	$ 48,742.28
2).	Hidalgo County Headstart Program	$ 9,997.62
3).	Community Service Agency	$ 00.00
4).	Hidalgo County Urban County Program	$ 00.00
5).	Drainage District #1	$ 00.00

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT $ 58,739.90

Budget Office/Workers' Comp. Division is requesting approval of this payment on the Commissioners' Court Agenda of February 26, 2008.

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: $ < 270,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Mellon Bank in California. (estimate) $ 211,260.10

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register to ensure that:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Mellon Bank in California) no later than the 10th day of the following month.

_____ _____

Commissioner's Court Approval Date

Tristar Risk Management No.2
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 68-0165539

February 20, 2008

Hidalgo County Workers Compensation Fund
100 E. Cano, 2nd Fl.
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 16550

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 2/1/08 to 2/15/08 are in accordance with our contract with Hidalgo County Exhibit, A dated July 1st. (Check# 319533-319759)	58,739.90
TOTAL CURRENT CHARGES	$ 58,739.90
Previous Balance Due	$128,766.82
Payments and Credits	
02/15/08 Payment received - thank you	67,716.25CR
Total Payments and Credits	$ 67,716.25CR
Total Balance Due	$119,790.47

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6682

HIDALGO COUNTY
WORKERS' COMP.
2008 FEB 21 PM 8 09

Custom Payment Total

Hidalgo County WC Losses Paid 2/1/08 to 2/15/08

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
				Alternate Organization 1 Total:	76					9,997.62
Alternate Organization 1 : Hidalgo County										
				Alternate Organization 1 Total:	391					48,742.28
				Grand Total:	467					58,739.90

FEB. 20. 2008 3:12PM TRISTAR NO. 6562 P. 3/16

HIDALGO COUNTY
WORKERS' COMP.
FEB 21 PM 8 03

AI-8084 **22.H.**

Appropriation

CC REGULAR

Date: 02/26/2008
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of 2008 appropriation of funds into County Records Management (1238) in the amount of $370.13.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1238-415-40-180-004-0-350
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation in the amount of $370.13 into County Records Mgmt- Contractual Services to pay for outstanding invoices to Lone Star Shredding & Document Storage. Available balance of $370.13 in fund balance as of 2/22/08.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 04:21 PM	APRV
2	Dale Kennan	Dale Kennan	02/22/2008 04:26 PM	APRV
3	Auditor's Office		02/22/2008 05:11 PM	NEW
Form Started By: Veronica Lopez			Started On: 02/22/2008 02:32 PM	
Final Approval Date: 02/22/2008				

AI- 8084

DATE: **February 22, 2008**

DEPARTMENT HEAD: **VALDE GUERRA**

DEPARTMENT NAME: **DEPT OF BUDGET & MGMT C/O Co. Clerk's**

ACCOUNT NUMBER: **8-1238-415-40-180-004-0-350**

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 accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
8-1238-415-40-180-004-0- 350	**County Records Mgmt- Contractual Services**	**$370.13**
TOTAL BUDGET INCREASE (DECREASE)		**370.13**

REASON: APPROPRIATE FUNDING FOR COUNTY RECORDS MGMT- CONTRACTUAL SERVICES TO PAY FOR OUTSTANDING INVOICES TO LONE STAR SHREDDING & DOCUMENT STORAGE.

DEPARTMENT HEAD SIGNATURE

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

AI-8094 **22.I.**

Nepotism Policy
CC REGULAR

Date: 02/26/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Discussion, consideration and action on Nepotism Policy.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Monica Badillo	02/23/2008 09:01 AM	CREATED
1	Budget & Management			NEW
2	Auditor's Office			
3	Purchasing Department			
4	Court Administrator (Originator)			

Form Started By: Monica Badillo Started On: 02/23/2008 09:01 AM

AI-8063 **23.D.**

Claim of Lazaro Elizondo

CC REGULAR

Date: 02/26/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of Lazaro Elizondo.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 09:07 AM	APRV
2	Auditor's Office	Linda Fong	02/22/2008 01:02 PM	APRV
3	Purchasing Department	Marty Salazar	02/22/2008 02:19 PM	APRV
4	Court Administrator	Monica Badillo	02/22/2008 02:29 PM	APRV
Form Started By: Norma Silva			Started On: 02/21/2008 01:57 PM	
Final Approval Date: 02/22/2008				

AI-8076 **23.E.**

Cause No. CL-06-1128-A

CC REGULAR

Date: 02/26/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Cause No. CL-06-1128-A; Gallegos Electric, Inc. vs. Limon Masonry, Inc. and County of Hidalgo, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 01:43 PM	APRV
2	Auditor's Office		02/22/2008 05:11 PM	NEW
Form Started By: Norma Silva			Started On: 02/22/2008 11:31 AM	
Final Approval Date: 02/22/2008				

AI-8078 **23.F.**

Cause No. C-1716-07-E

CC REGULAR

Date: 02/26/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Cause No. C-1716-07-E; The Texas Association of Counties County Government Risk Pool vs. Hidalgo County and Enrique Escalon

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 01:45 PM	APRV
2	Auditor's Office		02/22/2008 05:11 PM	NEW
Form Started By: Norma Silva			Started On: 02/22/2008 11:39 AM	
Final Approval Date: 02/22/2008				

AI-8080 **23.G.**

Claim of Dora Elia Garcia
CC REGULAR

Date: 02/26/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of Dora Elia Garcia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 01:45 PM	APRV
2	Auditor's Office		02/22/2008 05:11 PM	NEW
Form Started By: Norma Silva			Started On: 02/22/2008 11:53 AM	
Final Approval Date: 02/22/2008				

AI-8090 **23.H.**

Urban County Director
CC REGULAR

Date: 02/26/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Duties, evaluation of the Urban County Director.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 05:05 PM	APRV
2	Auditor's Office		02/22/2008 05:11 PM	NEW
Form Started By: Monica Badillo			Started On: 02/22/2008 04:48 PM	
Final Approval Date: 02/22/2008				

AI-8092 **23.I.**

Urban County Deputy Director
CC REGULAR

Date: 02/26/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Duties, evaluation of the Urban County Deputy Director.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 05:06 PM	APRV
2	Auditor's Office		02/22/2008 05:11 PM	NEW
Form Started By: Monica Badillo			Started On: 02/22/2008 04:50 PM	
Final Approval Date: 02/22/2008				

AI-8064 **24.D.**

Claim of Lazaro Elizondo
CC REGULAR

Date: 02/26/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of Lazaro Elizondo.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 09:07 AM	APRV
2	Auditor's Office	Linda Fong	02/22/2008 01:02 PM	APRV
3	Purchasing Department	Marty Salazar	02/22/2008 02:20 PM	APRV
4	Court Administrator	Monica Badillo	02/22/2008 02:29 PM	APRV
Form Started By: Norma Silva			Started On: 02/21/2008 01:58 PM	
Final Approval Date: 02/22/2008				

AI-8077 **24.E.**

Cause No. CL-06-1128-A
CC REGULAR

Date: 02/26/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Cause No. CL-06-1128-A; Gallegos Electric, Inc. vs. Limon Masonry, Inc. and County of Hidalgo, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 01:43 PM	APRV
2	Auditor's Office		02/22/2008 05:11 PM	NEW
Form Started By: Norma Silva			Started On: 02/22/2008 11:36 AM	
Final Approval Date: 02/22/2008				

AI-8079 **24.F.**

Cause No. C-1716-07-E

CC REGULAR

Date: 02/26/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Cause No. C-1716-07-E; The Texas Association of Counties County Government Risk Pool vs. Hidalgo County and Enrique Escalon

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 01:45 PM	APRV
2	Auditor's Office		02/22/2008 05:11 PM	NEW
Form Started By: Norma Silva			Started On: 02/22/2008 11:42 AM	
Final Approval Date: 02/22/2008				

AI-8081 **24.G.**

Claim of Dora Elia Garcia
CC REGULAR

Date: 02/26/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of Dora Elia Garcia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 01:46 PM	APRV
2	Auditor's Office		02/22/2008 05:11 PM	NEW
Form Started By: Norma Silva			Started On: 02/22/2008 11:55 AM	
Final Approval Date: 02/22/2008				

AI-8091 **24.H.**

Urban County Director
CC REGULAR

Date: 02/26/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Duties, evaluation of the Urban County Director.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 05:05 PM	APRV
2	Auditor's Office		02/22/2008 05:11 PM	NEW
Form Started By: Monica Badillo			Started On: 02/22/2008 04:49 PM	
Final Approval Date: 02/22/2008				

AI-8093 **24.I.**

Urban County Deputy Director
CC REGULAR

Date: 02/26/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Duties, evaluation of the Urban County Deputy Director.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2008 05:06 PM	APRV
2	Auditor's Office		02/22/2008 05:11 PM	NEW
Form Started By: Monica Badillo			Started On: 02/22/2008 04:51 PM	
Final Approval Date: 02/22/2008				