**AI-9213** **6.A.**

# Amendment-Interlocal w/Housing Authority
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Comm. Court Executive Officer

## Information

**CAPTION**

Approval of Amendment to Interlocal Cooperation Agreement between Hidalgo County and Hidalgo County Housing Authority

**BACKGROUND**

## Fiscal Impact

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

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

**BUDGETARY IMPACT:**

Amendment to interlocal cooperation agreement. No fiscal impact.

## Attachments

Link: amendment

Link: agreement

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/08/2008 09:04 AM | APRV |
| 2 | Veronica Lopez | Veronica Lopez | 05/08/2008 03:20 PM | APRV |
| 3 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |
| Form Started By: Monica Badillo | | | Started On: 05/07/2008 03:04 PM | |
| Final Approval Date: 05/09/2008 | | | | |

Equal Housing
Opportunity

**THE HOUSING AUTHORITY OF THE COUNTY OF HIDALGO**

**MAIN OFFICE**
1800 N. TEXAS BLVD.
WESLACO, TEXAS 78596
(956) 969-5865
FAX (956) 969-5863

M E M O

TO: Mr. Steve L. Crain, Attorney
FROM: Dora Moreno, Executive Secretary
SUBJ: Amended Interlocal
DATE: May 2, 2008

Enclosed is the Amended Interlocal Agreement executed by the Housing Authority's Board Chairman. Once the Agreement is fully executed, please forward a copy for our file.

Should you have any questions, please contact our office.

Thank you.

2008 MAY 5 AM 11 22
HIDALGO COUNTY
BUDGET OFFICE

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**AMENDMENT TO**
**INTERLOCAL COOPERATION AGREEMENT BETWEEN**
**HIDALGO COUNTY AND**
**HIDALGO COUNTY HOUSING AUTHORITY**

This AMENDMENT TO the INTERLOCAL COOPERATION AGREEMENT BETWEEN **HIDALGO COUNTY, TEXAS** and **HIDALGO COUNTY HOUSING AUTHORITY** (the Amendment), effective the 1st day of September 1999, is made between the Hidalgo County, Texas and Hidalgo County Housing Authority as follows:

**WHEREAS**, effective September 1, 1999, Hidalgo County (the "County") entered into an Interlocal Cooperation Agreement with the Hidalgo County Housing Authority (the "Housing Authority") for the lease of certain real property commonly known as Charles E. Curtis Park (the "Property") within the city limits of McAllen;

**WHEREAS**, the County desires to amend the Interlocal Cooperation Agreement to allow the County to assign or sub-lease the Property to other governmental entities for the continued use as a park with the written consent of the Housing Authority;

**WHEREAS**, the Interlocal Cooperation Agreement describes the Property's limited use to be only for a county-maintained and operated park and its related uses and the parties now desire to allow other governmental entities to participate in the maintenance and operation of the Property should an agreement be reached to do so;

**WHEREAS**, the Property is wholly located in an urbanized area and would be better maintained and operated if the County had authority to allow other governmental entities to be maintain and operate the Property for its intended purposes.

**WHEREAS**, the parties now desire and agree to amend the Interlocal Cooperation Agreement as hereinafter provided.

**NOW THEREFORE**, for and in consideration of the tasks performed by the parties and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon Amendment to the Interlocal Cooperation Agreement, the County and the City hereby agree to the following amendments to the Interlocal Cooperation Agreement:

1.1 Paragraph 4 shall be deleted in its entirety and the following paragraph shall be inserted in lieu thereof.

4. **Limited Use.** It is expressly understood and agreed between the parties hereto that Lessor leases, lets and rents said lands unto Lessee for the limited use of a park and its related uses and not any other use, and if Lessee shall fail to maintain and operate a public park, then Lessor, after thirty (30) days written notice to the Hidalgo County Commissioners Court, may unilaterally terminate this Agreement, at which time Lessee will vacate said lands and surrender possession thereof to Lessor.

1.2 Paragraph 13 shall be deleted in its entirety and the following paragraph shall be inserted in lieu thereof:

13. **Assignment and Sub-Lease.** This Agreement may not be assigned except with the written consent of Lessor. The County shall be authorized to sub-lease the Property for its limited use with the written consent of Lessor. Any assignment or sub-lease shall be conditioned with the requirement that all County residents shall be allowed to use the lands for its limited use described in paragraph 4, as amended.

2. Except as modified herein, all terms and conditions of the Interlocal Cooperation Agreement, as amended, remain in full force and effect and the County and Housing Authority ratify and confirm the terms and provisions of the Interlocal Cooperation Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and this ___ day of May, 2008.

**HIDALGO COUNTY HOUSING AUTHORITY**

Eloy Avila, Board Chairman

**COUNTY OF HIDALGO**

J.D. Salinas, III, Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

# INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY HOUSING AUTHORITY AND HIDALGO COUNTY

THIS INTERLOCAL AGREEMENT, entered into effective September 1, 1999 by and between the Housing Authority of the County of Hidalgo, Texas, hereinafter referred to as Lessor, and the County of Hidalgo, Texas, acting by and through its Commissioners' Court, hereinafter referred to as Lessee,

WITNESSETH

1. **Property.** Lessor, for and in consideration of the annual rentals to be paid to it by Lessee, as provided for in Paragraph 3 following, does hereby Lease, Rent and Let unto Lessee the following described lands located and situated in Hidalgo County, Texas, to wit:

> A 324 x 1320 foot tract of land out of Lot 5, Block 11, Steele and Pershing Subdivision of Porciones 66 and 67, Hidalgo County, Texas; being the South 324.0 feet of said Lot 5, containing 9.82 acres of land, more or less, of which the East 41.62 feet, comprising 0.31 acre, lies in McColl Road right of way and the South 20.0 feet, comprising 0.59 acre, lies in Hackberry Avenue right of way,

and Lessee does hereby Lease and Rent said lands from Lessor and covenants and obligates itself to pay said annual rental to Lessor, as herein provided, for the right of possession, use and benefit of said lands, and further covenants and obligates itself to keep and perform all of the terms and provisions of this Rental Contract and Agreement as a part of the consideration hereof.

2. **Term.** The terms of this Lease Agreement shall be for a period of thirty (30) years from the effective date hereof, unless sooner terminated as otherwise provided for herein.

3. **Rental Amount.** Lessee has paid to Lessor the sum of One and no/100ths ($1.00) Dollar, the receipt of which is hereby acknowledged by Lessor, in payment of the first year's annual rental provided for herein effective September 1, 1999, and ending August 31, 2029, and covenants, agrees and obligates itself to pay to Lessor the sum of *$1.00* on or before September 1, of each year thereafter for the full term of this Lease Agreement.

4. **Limited Use.** It is expressly understood and agreed between the parties hereto that Lessor leases, lets and rents said lands unto Lessee for the limited use only as a county maintained and

operated park and related uses, to be a part of the County's Public Park System and not for any other purpose, and if Lessee should cease or fail to maintain and operate a public park in the use of said lands, then Lessor, after thirty (30) days written notice to the Hidalgo County Commissioners' Court, may unilaterally terminate this Contract and Agreement, at which time Lessee will vacate said lands and surrender possession thereof to Lessor.

5. **Privilege of Use.** In further consideration of this Agreement, Lessee agrees to provide Lessor four (4) days use of the Park at no cost to Lessor, provided Lessor reserves with Lessee on or before December 31 of the year immediately prior to the year such use is requested by Lessor, three of the days so requested by Lessor. The remaining fourth day may be reserved at any time during the year on three (3) days notice to Lessee. It is further agreed that these use privileges are subject only to Lessee requiring alternate days of use by Lessor if another person or group has, previous to request by Lessor, reserved with Lessee any of the days of use requested by Lessor.

6. **Surrender.** At the end of the term of this Lease Agreement Lessee agrees to vacate said lands and surrender possession thereof to Lessor. Lessee, however, shall have a reasonable time thereafter to remove there from any improvements placed thereon by it.

7. **Specific Performance.** Either party hereto may demand specific performance of this Lease Agreement.

8. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written 'notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

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

10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall

either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been there to fore specified by written notice delivered in accordance herewith:

If to Lessee: Hidalgo County
Ramon Garcia, County Judge
100 E. Cano
Edinburg, Texas 78539

With copy to: Hidalgo County Commissioner, Precinct 2
301 E. State Street
Pharr, Texas 78577

If to Lessor: Hidalgo County Housing Authority
Mike Lopez, Executive Director
1800 N. Texas Blvd.
Weslaco, Texas 78596

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

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

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

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

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

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

16. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing

body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

18. **Indemnification and Hold Harmless Clause.** To the extent permitted by law, Lessee agrees to indemnify and hold Lessor harmless from any and all claims, demands, damages, costs, and expenses, including reasonable attorney=s fees for the defense of such claims and demands arising from any breach on the part of Lessee of any condition of this lease, or from any act or negligence of Lessee, his agents, employees, or representatives in or about the leased premises. In case of any action or proceeding brought against the Lessor by reason of any such claim, Lessee, upon written notice from Lessor, agrees to defend the action or proceeding by counsel acceptable to the Lessor. Lessee specifically agrees to be responsible for and indemnify and hold Lessor harmless from any damage or expense, structural or nonstructural, arising out of or caused by burglary, theft, vandalism, malicious mischief, or other illegal acts performed in, at, or from the leased premises. In addition, Lessor and Lessor's agents, employees, and representatives shall not be liable to Lessee for any injury to person or damage to property sustained by Lessee or any person claiming through Lessee resulting from any accident or occurrence in or on the leased premises, including but not limited to, consequential or incidental damages. Lessee specifically agrees to be responsible for and indemnify and hold harmless from any such loss, expense, or claims, including attorney=s fees and court costs, arising out of such injury or damage.

19. **Insurance.** Lessee agrees to maintain, during the entire time of this Lease, public liability insurance in the minimum amount required by the State of Texas and as presently maintained by Lessee (but in no event less than $1,000,000.00) for loss from an accident resulting in bodily injury, death, or damage to or destruction of property. Such liability insurance shall be for the benefit of both Lessor and Lessee, and all policies shall be endorsed to show that the interests of both parties are insured there under.

WITNESS our hands this the 20th day of July, 2004.

HIDALGO COUNTY HOUSING AUTHORITY

Alberto "Bob" Trevino, Chairman

HIDALGO COUNTY

APPROVED BY
COMMISSIONERS' COURT
ON: JUL 2 0 2004

Ramon Garcia, Hidalgo County Judge

Sylvia Handy
Commissioner Precinct No.1

Jose M. Flores
Commissioner Precinct No.3

Hector ATito@ Palacios
Commissioner Precinct No. 2

Oscar Garza
Commissioner Precinct No.4

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, in and for said state, on this day personally appeared Alberto "Bob" Trevino, Chairman of the Board for the Hidalgo County Housing Authority, known to me to be the person whose name is subscribed to the foregoing instrument and who, after being duly sworn, on oath stated that he has read the above and foregoing Lease Agreement and has authority to execute the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 12 day of July, 2004 to certify which witness my hand and seal of office.

Dora L. Moreno
Notary Public, State of Texas
My Commission Expires: 6/23/05

DORA L. MORENO
MY COMMISSION EXPIRES
JUNE 23, 2005

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, in and for said state, on this day personally appeared Ramon Garcia, Hidalgo County Judge, known to me to be the person whose name is subscribed to the foregoing instrument and who, after being duly sworn, on oath stated that he has read the above and foregoing Lease Agreement and has authority to execute the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 20th day of July, 2004 to certify which witness my hand and seal of office.

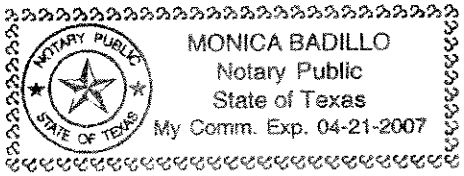
NOTARY PUBLIC
STATE OF TEXAS
MONICA BADILLO
Notary Public
State of Texas
My Comm. Exp. 04-21-2007

Monica Badillo
Notary Public, State of Texas
My Commission Expires: 4-21-2007

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, in and for said state, on this day personally appeared Sylvia Handy, Hidalgo County Commissioner, known to me to be the person whose name is subscribed to the foregoing instrument and who, after being duly sworn, on oath stated that she has read the above and foregoing Lease Agreement and has authority to execute the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 20th day of July, 2004 to certify which witness my hand and seal of office.

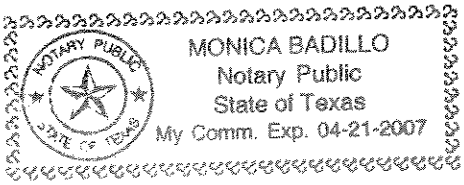



Monica Badillo
Notary Public, State of Texas
My Commission Expires: 4-21-2007

STATE OF TEXAS §
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COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, in and for said state, on this day personally appeared Hector "Tito" Palacios, Hidalgo County Commissioner, known to me to be the person whose name is subscribed to the foregoing instrument and who, after being duly sworn, on oath stated that he has read the above and foregoing Lease Agreement and has authority to execute the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 20th day of July, 2004 to certify which witness my hand and seal of office.

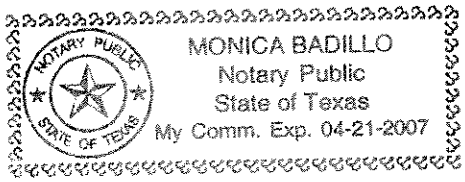



Monica Badillo
Notary Public, State of Texas
My Commission Expires: 4-21-2007

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, in and for said state, on this day personally appeared Jose M. Flores, Hidalgo County Commissioner, known to me to be the person whose name is subscribed to the foregoing instrument and who, after being duly sworn, on oath stated that he has read the above and foregoing Lease Agreement and has authority to execute the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 20th day of July, 2004 to certify which witness my hand and seal of office.

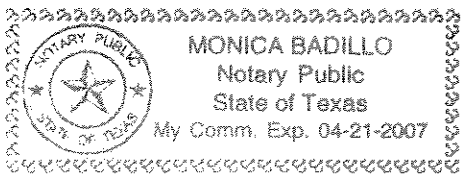



Monica Badillo
Notary Public, State of Texas
My Commission Expires: 4-21-2007

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, in and for said state, on this day personally appeared Oscar Garza, Hidalgo County Commissioner, known to me to be the person whose name is subscribed to the foregoing instrument and who, after being duly sworn, on oath stated that he has read the above and foregoing Lease Agreement and has authority to execute the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 20th day of July, 2004 to certify which witness my hand and seal of office.




Monica Badillo
Notary Public, State of Texas
My Commission Expires: 4-21-2007

**AI-9254** **6.B.**

**457 Plan withdrawal**

**CC REGULAR**

**Date:** 05/13/2008
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Comm. Court Executive Officer

## Information

**CAPTION**

Discussion, consideration and action on hardship withdrawal request for employee #017965.

**BACKGROUND**

## Fiscal Impact

## Attachments

Link: Hardship Withdrawal

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/09/2008 11:18 AM | APRV |
| 2 | Veronica Lopez | Veronica Lopez | 05/09/2008 11:47 AM | APRV |
| 3 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |
| Form Started By: Monica Badillo | | | Started On: 05/09/2008 09:55 AM | |
| Final Approval Date: 05/09/2008 | | | | |

employee #017965

**SIMPKINS & ASSOCIATES**
**HARDSHIP REQUEST NOTIFICATION**

Please print or type.
Plan Name 457 Deferred Compensation Plan

Participant Name TERESA R. NAVARRO

Address [redacted]

Social Security No. [redacted] Daytime Phone No. (956) 318-2570

**SECTION I – Hardship Withdrawal Request**

I understand that this withdrawal will be considered to be due to financial hardship only to the extent that the amount of the withdrawal is necessary to satisfy an immediate and heavy financial need. I represent that I have obtained all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

**IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.**

**The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.**

(✓) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ all 100% Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? no If so what was the amount taken $ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X _____ Date 5-5-08

**SECTION II – Authorized Plan Representative**

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

**SECTION III – Distribution Procedure**

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

**AI-9256** **6.C.**

# Interlocal Agree.w/City of McAllen (Charles Curtis Park)
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Monica Badillo, BUDGET & MANAGEMENT
**Submitted For:** Steve Crain
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Comm. Court Executive Officer

## Information

**CAPTION**

Discussion, consideration and approval of Interlocal Agreement between the City of McAllen and County of Hidalgo (Charles E. Curtis Park).

**BACKGROUND**

## Fiscal Impact

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

**BUDGETARY IMPACT:**

Approval of interlocal agreement. No budetary impact. See 1-1 - 1-6.

## Attachments

Link: interlocal

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/09/2008 11:17 AM | APRV |
| 2 | Veronica Lopez | Veronica Lopez | 05/09/2008 01:29 PM | APRV |
| 3 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |
| Form Started By: Monica Badillo | | | Started On: 05/09/2008 10:00 AM | |
| Final Approval Date: 05/09/2008 | | | | |

**STATE OF TEXAS §**
**COUNTY OF HIDALGO §**
**CITY OF McALLEN §**

# INTERLOCAL AGREEMENT BETWEEN THE CITY OF McALLEN, TEXAS AND THE COUNTY OF HIDALGO, TEXAS (CHARLES E. CURTIS PARK)

This Sub-Lease Agreement ("Agreement") is made and entered into this 28th day of April, 2008, by and between the CITY OF McALLEN, TEXAS, (hereinafter referred to as "CITY") and the COUNTY OF HIDALGO, TEXAS (hereinafter referred to as "COUNTY").

**WHEREAS,** the COUNTY leases from the Hidalgo County Housing Authority certain real property commonly known as Charles E. Curtis Park, located at the northwest corner of the intersection of McColl Road and Hackberry Avenue in the City of McAllen ("the Park"); and

**WHEREAS,** the COUNTY has determined that the Park is not presently being utilized to its full potential, as the COUNTY generally operates rural parks and the Park is in an urbanized area of the CITY; and

**WHEREAS,** the CITY desires to install and maintain certain improvements and amenities, including playground equipment, picnic tables, landscaping, and linkage to the Second Street Hike & Bike Trail ("the Facilities") in those areas of the Park as shown in Exhibit "A" hereto for use by the citizens of the CITY and COUNTY, and both parties have determined that it would be in their best interests and the interests of their citizens for such amenities and improvements to be placed in the Park; and

**WHEREAS**, the COUNTY does not desire to lease the facilities known as Palmer Pavilion and the Gilmore Kitchen as described in Exhibit "A" to the CITY;

**WHEREAS,** the CITY has available funds during this current fiscal year and, subject to the budgetary process, in subsequent years which may be used to provide and maintain the contemplated Park improvements and amenities for the benefit of all constituents and both parties; and

**WHEREAS,** the COUNTY represents that there is no impediment to, and it is authorized to enter into this Sub-Lease Agreement; and

**WHEREAS,** the CITY and COUNTY enter into this Agreement pursuant to the provisions of the Intergovernmental Cooperation Act, Texas Government Code, Section 791.001 et seq.,

**NOW, THEREFORE,** in consideration of the foregoing and the following, the CITY and COUNTY hereby agree as follows:

## ARTICLE I
## DEVELOPMENT OF PARK

1-1. The COUNTY hereby designates the Park as being a CITY-maintained park under the term and conditions of this Agreement. The specific Park grounds covered by this Agreement are identified in Exhibit "A" and do not include the facilities commonly known as Palmer Pavilion and the Gilmore Kitchen.

1-2. The CITY shall prepare plans and specifications for the Facilities being built or installed in Park for review and approval by the COUNTY, which such approval will not be unreasonably withheld.

1-3. The COUNTY shall review the plans and specifications for approval or comments within sixty (60) days from the date of receipt, thereof. The CITY shall incorporate all reasonable changes requested by the COUNTY relating to the Facilities.

1-4. Prior to the installation of any improvements or amenities in the Facilities, the CITY should certify to the COUNTY that the CITY has inspected the Facilities and is familiar with its present condition and agrees to accept the Facilities in such condition.

1-5. The CITY agrees to complete the installation of the Facilities in the Park within one year of the COUNTY's final approval of the Facilities plans and specifications.

1-6. The CITY shall be responsible for any irrigation lines providing irrigation water to the Park including but not limited to installation, relocation, repairs and maintenance of such irrigation lines as well as the expenses associated with obtaining irrigation water from the appropriate irrigation district to the Park.

CITY or COUNTY, after making reasonable efforts to fund any obligation hereunder, fail to appropriate funding required to meet such obligation then the other party at its sole remedy may waive the performance of the non-funding entity or terminate this agreement upon giving notice of such remedy as otherwise provided herein.

6-2. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County , Texas.

6-3. 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 unenforceable shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained, herein.

6-4. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Should any party be in breach hereof then the non breaching party shall give sixty (60) days notice of such breach and the breaching party shall have such sixty (60) days to cure the breach before the non-breaching party may terminate this Agreement or take any other action to enforce the provisions hereof.

6-5. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained, herein.

6-6. In the event the COUNTY or the CITY breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

6-7. Neither the COUNTY nor the CITY shall be required to perform any term, condition or covenant in this Agreement 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 any other cause not reasonably within the control of the COUNTY or the CITY, and which by the

exercise of due diligence the COUNTY or the CITY is unable, wholly or in part, to prevent or overcome.

6-8. This Agreement contains the entire agreement of the parties and shall be binding upon and inure to the benefit of the parties hereto and their respective administrators and representatives. This Agreement is not for the benefit of any other person, and no other person shall have any right against CITY or COUNTY hereunder.

6-9. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

6-10. All notices provided to be given under this Agreement, shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

**COUNTY:**

County of Hidalgo
Attn.: County Judge
100 E. Cano
Edinburg, Texas 78539

**CITY:**

City of McAllen, Texas
Attn.: City Manager
P. O. Box 220
McAllen, Texas 78505-0220

**IN WITNESS WHEREOF,** the CITY and the COUNTY have caused this Agreement to be executed by their authorized officers effective as of the 28th day of April, 2008.

HIDALGO COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

CITY OF MCALLEN

By: Mike R. Perez

Mike R. Perez, City Manager

Approved as to form:

Kevin D. Pagan, City Attorney

Approved as to form:

ATLAS & HALL, L.L.P.

By: _____

Stephen L. Crain, County Attorney

**AI-9185** **6.D.**

# Budget Status Report
# CC REGULAR

| | |
|---|---|
| **Date:** | 05/13/2008 |
| **Submitted By:** | Dina Trevino, BUDGET & MANAGEMENT |
| **Submitted For:** | Valde Guerra |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Area:** | Comm. Court Executive Officer |

## Information

**CAPTION**

Presentation of 2008 General Fund Budget Status Report.

**BACKGROUND**

Back-up Executive Summary
Report to be provided to CC 05/13/2008

## Fiscal Impact

## Attachments

Link: Executive Summary

## Form Routing/Status

| | |
|---|---|
| Form Started By: Dina Trevino | Started On: 05/07/2008 09:39 AM |
| Final Approval Date: 05/09/2008 | |

HIDALGO COUNTY
texas
:partment of
idget & Management
) E. Cano St., 2nd Floor
inburg, Texas 78539
fice: (956) 292-7025
c: (956) 292-7034
w.co.hidalgo.tx.us

# Memorandum

**To:** **Honorable J. D. Salinas, County Judge**
**Honorable Sylvia S. Handy, Commissioner, Precinct 1**
**Honorable Hector "Tito" Palacios, Commissioner, Precinct 2**
**Honorable Joe M. Flores, Commissioner, Precinct 3**
**Honorable Oscar L. Garza, Jr., Commissioner, Precinct 4**

**From:** **Valde Guerra, Commissioner's Court Executive Officer**
**Date:** **May 13, 2008**

**Subject:** **2008 Budget Status Report – 1st Quarter**

Enclosed, please find a status report on the 2008 General Fund Budget for the first quarter. Data is as of April 14, 2008 due to the lag in bill processing. The report includes an analysis of current expenditures and projections for the remainder of the year. In addition, other relevant budget information is provided for your review and/or approval.

## 2008 Original and Adjusted Budget – Revenues and Expenditures

Commissioner's Court approved and adopted a balanced budget for 2008. Expenditures were budgeted to match revenues as estimated by the County Auditor. During the course of the year, certain adjustments are made to account for new or other revenues and for new or unexpected expenditures.

The original General Fund revenue budget for 2008 was **$148.152 M**. Two minor adjustments for reimbursements have been made and the current adjusted budget is **$148.266 M**.

The budgeted General Fund expenditures for 2008 were **$148.152 M.** The County Clerk appropriated $1,174,098 from the Record Archives reserved account, and a total of $731,305 in unspent grant cash match in various accounts were carried over from 2007 to 2008. Other minor adjustments have been made and the current adjusted budget is **$150,188 M** as of 05/06/2008.

## 2008 General Fund First Quarter Expenditures and Projected Expenditures – 2008

The adjusted expenditure budget as of 04/14/2008 is **$150,161,038.** Quarterly expenditures by definition are expected to average approximately twenty-five **(25%)** of the total budget. Twenty five (25%) of the budgeted amount is **$37.540 M.** Actual expenditures and encumbered amounts for the first quarter as of 04/14/2008 total **$37.010 M** or **23.3 %** of budgeted. A projection of expenditures for the entire year using first quarter data shows that total expenditures for the year

will be approximately **$149,656 M** which is slightly below the budgeted level. Changes to this projection will be reported each quarter as new expenditure data becomes available. **As of the first quarter, we can report that the budget is on schedule.** A summary report by department is enclosed.

**2007 General Fund Unadjusted and Unreserved Fund Balance as of May 06, 2008**

The General Fund 2007 unadjusted and unreserved fund balance stands at **$21.752 M** as of May 06, 2008. The GFOA recommends that counties maintain a fund balance of between 10% and 15% of budgeted expenditures for unexpected emergencies and other considerations, such as rating agency requirements. Given the current adjusted general fund expenditure budget of $150.161 M, the current fund balance of $21.752 M is **14.5%** of budgeted expenditures and is a level that should continue to be maintained. The 2007 fund balance is the result of **$3.7 M** in new revenue received in 2007, **$5.0 M** in actual revenue collected over the budgeted revenues for 2007, and **$7.4 M** from under expenditures in the 2007 adjusted expenditures budget.

**Health Insurance and Worker's Compensation Reserves and Required Reserves**

Hidalgo County assumes all risk for the Self-Insured Health Program (medical plan) and the Worker's Compensation Program. Annually, an actuary reviews the funds and recommends claim reserves for claims that have been incurred but not reported (IBNR) as of December 31, 2007. The County has fully funded these reserves for both programs.

The recommended reserve amount for the Health Self-Insured Program is **$1.94 M.** Currently the reserved amount is **$4.676 M.** Health insurance premiums for dependents were reduced by 35% in 2008 and we do not recommend reducing this reserve until more time elapses under the current insurance premium structure. In addition, GASB 45 now requires governmental entities to perform biennial other post employment benefit (OPEB) actuarial valuations. For the year ending 12/31/2007, the annual OPEB cost has been determined to be a net obligation of approximately **$1.586 M.** The total for the two actuarial amounts is **$3.52 M.**

The recommended reserve amount for the Worker's Compensation Self-Insured Program is **$2.376 M.** Currently the reserved amount is **$6.834 M.** It is expected that we will be able to recommend a reduction to the current modifier (currently **.9**) during the 2009 budget process.

**Budget and Contingency Account Transfers**

A summary listing of transfer activity to and from the Contingency Account is provided.

A summary listing of budget transfers approved by the Budget Officer as per section 111.070 (c) (2) is provided for Court approval.

**AI-9151** **7.B.**

**CIHCP**

**CC REGULAR**

**Date:** 05/13/2008
**Submitted By:** Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
**Submitted For:** Dairen Sarmiento
**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

**CAPTION**

Indigent Health Care Program:

1. Approval to pay invoices submitted by UTMB Faculty Group Practice for health care services provided to the Indigent Health care Program in the amount of $6,240.50 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

2. Approval to pay invoices submitted by UTMB at Galveston for health care services provided to the Indigent Health care Program in the amount of $37,559.84 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

3. Approval of 2008 interdepartmental transfer within the Indigent Health Care Program (1249) from program no 004 to program no 003 in the amount of $43,800.34

**BACKGROUND**

PAYMENTS WILL BE DEDUCTED FROM 3RD QUARTER UPL DRAW DOWN.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1249-444-00-240-003-8-899
**FUNDS AVAILABLE Y/N?:** Pending **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding pending approval of interdept. transfer in the amount of $43,800.34

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

**BUDGETARY IMPACT:**

Transfer from Program 004 to 003 in the amount of $43,800.34. Available balance as of 5/7/08 $6,464,479.17

## Attachments

Link: UTMB

Link: UTMB FACULTY

Link: ATTESTATION

Link: 9151 Report

Link: interdept transfer

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/02/2008 01:46 PM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 05/08/2008 07:34 AM | APRV |
| 3 | Auditor's Office | Becky Morales | 05/09/2008 03:02 PM | APRV |
| 4 | Purchasing Department | | 05/09/2008 05:13 PM | NEW |

Form Started By: Dairen Sarmiento Started On: 05/02/2008 09:19 AM

Final Approval Date: 05/09/2008

**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 May 13, 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 $6,240.50
(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 $6,240.50
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.

Lauren Sauceda 5-2-08

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.

**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 May 13, 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 $37,559.84
(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 $37,559.84
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 5-2-08
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.

Hidalgo County Texas

# Provider Payment Itemization

5/2/2008



**Batch Record: BatchID=89 Updated 5/2/2008 8:40:00 AM by Dairen.Sarmiento** Edit

## Provider Payment Itemization
## Explanation of Benefits for Batch # FY08-33A
## 5/13/2008

There are 64 total payments consisting of a total of 91 payment lines. The Billed total is $156,681.63; the Paid total is $43,800.34; the difference is $112,881.29. 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. UTMB AT GALVESTON (View Payment Itemization) (List Batch Payments)
2. UTMB FACULTY GROUP PRACTI (View Payment Itemization) (List Batch Payments)

| MR# | PROVIDER | SERVICE START | BILLED | PAID | BATCH | |
|---|---|---|---|---|---|---|
| 018247 | UTMB FACULTY GROUP PRACTI | 12/31/2007 | $295.00 | $0.00 | FY08-33A | |
| | | 12/31/2007 | | | | |
| | | 1/1/2008 | | | | |
| | | 1/2/2008 | | | | |
| 018247 | UTMB FACULTY GROUP PRACTI | 1/3/2008 | $705.00 | $0.00 | FY08-33A | |
| 90155A | UTMB AT GALVESTON | 1/10/2008 | $6,474.00 | $0.00 | FY08-33A | |
| 017919 | UTMB AT GALVESTON | 1/10/2008 | $81.00 | $28.35 | FY08-33A | |
| 014185 | UTMB AT GALVESTON | 1/18/2008 | $4,263.50 | $1,492.22 | FY08-33A | |
| 510036 | UTMB AT GALVESTON | 1/18/2008 | $1,327.00 | $464.45 | FY08-33A | |
| 510036 | UTMB AT GALVESTON | 1/18/2008 | $3,281.00 | $1,148.35 | FY08-33A | |
| 018247 | UTMB AT GALVESTON | 12/30/2007 | $22,854.00 | $7,998.90 | FY08-33A | |
| 018247 | UTMB AT GALVESTON | 1/8/2008 | $246.00 | $86.10 | FY08-33A | |
| 596996 | UTMB AT GALVESTON | 11/29/2007 | $7,476.05 | $0.00 | FY08-33A | |
| 6745 | UTMB AT GALVESTON | 1/24/2008 | $558.00 | $0.00 | FY08-33A | |
| 6745 | UTMB AT GALVESTON | 1/28/2008 | $76.51 | $0.00 | FY08-33A | |
| 6745 | UTMB AT GALVESTON | 1/28/2008 | $29,040.19 | $7,700.00 | FY08-33A | |
| 6745 | UTMB AT GALVESTON | 1/28/2008 | $888.00 | $310.80 | FY08-33A | |
| 6745 | UTMB AT GALVESTON | 1/28/2008 | $311.00 | $108.85 | FY08-33A | |
| 6745 | UTMB AT GALVESTON | 1/28/2008 | $853.10 | $298.58 | FY08-33A | |
| 016398 | UTMB AT GALVESTON | 1/11/2008 | $81.00 | $28.35 | FY08-33A | |
| 90155A | UTMB AT GALVESTON | 1/31/2008 | $5,178.50 | $0.00 | FY08-33A | |
| 90155A | UTMB AT GALVESTON | 2/21/2008 | $3,734.50 | $0.00 | FY08-33A | |
| 967098 | UTMB AT GALVESTON | 2/25/2008 | $239.00 | $83.65 | FY08-33A | |
| 014185 | UTMB AT GALVESTON | 2/22/2008 | $5,089.00 | $1,781.15 | FY08-33A | |
| 6745 | UTMB AT GALVESTON | 2/11/2008 | $16,446.21 | $5,756.17 | FY08-33A | |
| 6745 | UTMB AT GALVESTON | 2/21/2008 | $1,436.00 | $502.60 | FY08-33A | |
| 6745 | UTMB AT GALVESTON | 2/23/2008 | $2,422.00 | $847.70 | FY08-33A | |
| 6745 | UTMB AT GALVESTON | 2/23/2008 | $24,710.07 | $8,648.52 | FY08-33A | |
| 6745 | UTMB AT GALVESTON | 2/20/2008 | $786.00 | $275.10 | FY08-33A | $37,559.84 |
| 967098 | UTMB FACULTY GROUP PRACTI | 2/25/2008 | $130.00 | $45.50 | FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/11/2008 | $305.00 | $106.75 | FY08-33A | |
| | | 2/13/2008 | | | | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/17/2008 | $475.00 | $166.25 | FY08-33A | |
| | | 2/11/2008 | | | | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/12/2008 | $255.00 | $89.25 | FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/18/2008 | $730.00 | $255.50 | FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/18/2008 | $75.00 | $26.25 | FY08-33A | |
| | | 2/11/2008 | | | | |
| | | 2/13/2008 | | | | |
| | | 2/14/2008 | | | | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/19/2008 | $630.00 | $220.50 | FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/21/2008 | $90.00 | $31.50 | FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/23/2008 | $260.00 | $91.00 | FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/25/2008 | $210.00 | $73.50 | FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/25/2008 | $755.00 | $264.25 | FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/26/2008 | $40.00 | $14.00 | FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/26/2008 | $650.00 | $227.50 | FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/25/2008 | $400.00 | $140.00 | FY08-33A | |
| | | 2/23/2008 | | | | |
| | | 2/24/2008 | | | | |
| | | 2/25/2008 | | | | |
| | | 2/26/2008 | | | | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/27/2008 | $775.00 | $271.25 | FY08-33A | |
| | | 2/23/2008 | | | | |
| | | 2/26/2008 | | | | |
| | | 2/27/2008 | | | | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/28/2008 | $605.00 | $211.75 | FY08-33A | |

| | | | | | |
|---|---|---|---|---|---|
| 6745 | UTMB FACULTY GROUP PRACTI | 1/28/2008 | $35.00 | $12.25 FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 1/28/2008 | $525.00 | $183.75 FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 1/28/2008 | $705.00 | $246.75 FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 1/28/2008 | $6,165.00 | $2,157.75 FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 1/29/2008<br>1/28/2008 | $205.00 | $71.75 FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 1/29/2008 | $450.00 | $157.50 FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 1/31/2008 | $295.00 | $103.25 FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/23/2008 | $615.00 | $215.25 FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/24/2008 | $190.00 | $66.50 FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/25/2008 | $95.00 | $33.25 FY08-33A | |
| 6745 | UTMB FACULTY GROUP PRACTI | 2/23/2008 | $215.00 | $75.25 FY08-33A | |
| 90155A | UTMB FACULTY GROUP PRACTI | 3/20/2008 | $110.00 | $38.50 FY08-33A | |
| 90155A | UTMB FACULTY GROUP PRACTI | 3/12/2008 | $195.00 | $68.25 FY08-33A | |
| 90155A | UTMB FACULTY GROUP PRACTI | 3/12/2008 | $380.00 | $133.00 FY08-33A | |
| 90155A | UTMB FACULTY GROUP PRACTI | 2/21/2008 | $110.00 | $38.50 FY08-33A | |
| 90155A | UTMB FACULTY GROUP PRACTI | 1/31/2008 | $110.00 | $38.50 FY08-33A | |
| 018247 | UTMB FACULTY GROUP PRACTI | 12/30/2007 | $35.00 | $12.25 FY08-33A | |
| 018247 | UTMB FACULTY GROUP PRACTI | 12/30/2007 | $390.00 | $136.50 FY08-33A | |
| 445273 | UTMB FACULTY GROUP PRACTI | 3/7/2008 | $75.00 | $26.25 FY08-33A | |
| 510036 | UTMB FACULTY GROUP PRACTI | 4/4/2008 | $55.00 | $19.25 FY08-33A | |
| 014185 | UTMB FACULTY GROUP PRACTI | 3/21/2008 | $380.00 | $133.00 FY08-33A | |
| 014185 | UTMB FACULTY GROUP PRACTI | 2/22/2008 | $110.00 | $38.50 FY08-33A | $6,240.50 |
| | | | | $ 43,800.34 | |

| | |
|---|---|
| UTMB FACULTY GROUP PRACTI | 6,240.50 |
| UTMB AT GALVESTON | 37,559.84 |
| | 43,800.34 |

**DATE:** May 7, 2008

**AI#9151**

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department of Budget & Management for Indigent Health Care Program

**ACCOUNT NUMBER:** 8-1249-444-00-240-00X-8- XXX

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following 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 | | |
| 8-1249-444-00-240-004-8- 843 | UPL FY 2007-2008- AID TO NONGOVT AGENCY | (43,800.34) |
| | | |
| | | |
| | | |
| | | |
| | | |
| TO | | |
| 8-1249-444-00-240-003-8- 899 | INDIGENT FY 2007-2008- CONTINGENCY | 43,800.34 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL BUDGET INCREASE (DECREASE) | | 0.00 |

**REASON:** Transfer needed to fund UTMB Faculty Group Practice and UTMB at Galveston in the amount of $43,800.34

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

**AI-9244** **7.C.**

# Fuel Claim
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
**Submitted For:** Eduardo Olivarez
**Department:** HEALTH & HUMAN SERVICES DEPT.
**Agenda Area:** Health & Human Services Dept.

## Information

**CAPTION**

Presentation for discussion, consideration and approval of claim from Adolfo Requenez in the amount of $27.00 (Transaction#30648) for fuel purchased on 05/06/08 for the HD-30 county Van with authority for county auditor to issue payment after review, audit, and processing procedures are completed.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-441-00-340-001-0-682
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 5/8/08 $2,444.48

## Attachments

Link: Attachment

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/08/2008 01:58 PM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 05/08/2008 04:29 PM | APRV |
| 3 | Auditor's Office | Becky Morales | 05/09/2008 03:03 PM | APRV |
| 4 | Purchasing Department | | 05/09/2008 05:13 PM | NEW |

Form Started By: Josie Escalante — Started On: 05/07/2008 05:05 PM

Final Approval Date: 05/09/2008

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

## PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Adolfo Reguenez, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

Transaction#

| INVOICE NO. | DATE | AMOUNT | NAME OF COMPANY |
|---|---|---|---|
| 30648 | 5/6/08 | 27.00 | Stripes # 2202 |
| | | | |
| | | | |
| TOTAL | | 27.00 | Acct # 8-1100-441-00-342-001-0-682 |

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: Adolfo Reguenez

TITLE: Courier & Clerk
PERSON MAKING PURCHASE

Before me Maria S. Morales, a Notary Public, appeared Adolfo Reguenez and on h[illegible]oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. H[illegible] / S___ further stated he / s___ requested payment of the same.

(SEAL)

MARIA S. MORALES
Public State of Texas
[illegible]mm. Exp. 06-18-2008

MARIA S. MORALES
Notary Public State of Texas
My Comm. Exp. 06-18-2008

Maria S. Morales
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 01/01/2001

STRIPES # 2202
2502 E. UNIVERSITY
EDINBURG,TX

1D48570609-001 STRIPES # 2202
2502 E. UNIVERSITY
EDINBURG,TX

Adolfo Reyes

| Descr. | qty | amount |
|---|---|---|
| UNLD CA #13 | 7.827G | 27.00 |
| | @ 3.449/ G | |
| | Sub Total | 27.00 |
| | Tax | 0.00 |
| TOTAL | | 27.00 |
| | CASH $ | 30.00 |
| | Change $ | -3.00 |

THANKS,COME AGAIN

REG# 0003 CSH# 010 DR# 01 TRAN# 30648
05/08/09 15:32:12 ST# 2202

**AI-9241** **7.D.**

# Request for Sponsorship
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
**Submitted For:** Eduardo Olivarez
**Department:** HEALTH & HUMAN SERVICES DEPT.
**Agenda Area:** Health & Human Services Dept.

## Information

**CAPTION**

Discussion and possible action in obtaining permission to request sponsorship and possible donations from the private sector (Sanofi Pasteur, Wal-Mart, HEB etc.) for the Operation of Lone Star Clinics scheduled for July 28, 2008 - August 1, 2008.

**BACKGROUND**

## 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 | 05/08/2008 01:31 PM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 05/08/2008 04:06 PM | APRV |
| 3 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |
| Form Started By: Josie Escalante | | | Started On: 05/07/2008 05:01 PM | |
| Final Approval Date: 05/09/2008 | | | | |

**AI-9253** **8.A.**

# Request for Temporary Deputy Constable Position
# CC REGULAR

**Date:** 05/19/2008
**Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT
**Submitted For:** Constable Jesus Gilberto
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Constables

## Information

**CAPTION**

1. Approval to create one (1) temporary full-time Deputy Constable position, slot no. 292-001-T009 not to exceed six (6) months.
2. Approval of revised salary schedule.

**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:**

$160,042.71 Available funding as of 05/09/2008; pending Commissioners' Court approval. rc

## Attachments

Link: Job Description
Link: Personnel Adjustment Request Form
Link: Fiscal Note
Link: Revised Salary Schedule

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Rosalinda Cantu (Originator) | Rosie Cantu | 05/09/2008 11:40 AM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/09/2008 01:37 PM | APRV |
| 3 | Rey Salazar | Rey Salazar | 05/09/2008 03:56 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Rosie Cantu Started On: 05/09/2008 09:07 AM

Final Approval Date: 05/09/2008

# HIDALGO COUNTY
# CONSTABLE'S OFFICE

**Job Title: Deputy Constable (Temporary)** **FLSA Status: Non-Exempt**

**Dept. Code: 292** **Civil Service Status: Non-Exempt**

**SUMMARY:**
Protects county residents and property, enforces laws and serves legal documents, as appropriate. Depending on the assigned precinct, duties include primarily law enforcement and patrol or execution of civil and criminal processes.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**
- Serve warrants and make arrests;
- Patrols an assigned area, generally by vehicle to prevent crimes and enforces laws and regulations;
- Issues traffic citations, directs traffic and assists other law enforcement agencies in working accidents;
- Investigates traffic accidents and crimes against persons and property, and assists federal, state and local law enforcement officials;
- Keeps record of activities and prepare reports concerning crimes, complaints, accidents and investigations;
- Questions witnesses and suspects and take statements;
- Gathers and labels evidence, takes photographs and fingerprints, guard and transports prisoners, and testifies in court;
- Transports and books prisoners;
- Serve as substitute dispatcher or bailiff as required;
- Train new deputies and reserves in performance of various job duties;
- Respond to emergency calls and routine complaints and takes action as necessary;
- May assist emergency vehicles on escorts and on traffic control;
- Regular attendance is a must;
- Ability t work well with others;

**QUALIFICATION REQUIREMENTS:**
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

**EDUCATION and/or EXPERIENCE:**
- High school diploma or GED.
- One (1) year of law enforcement experience.
- Experience as a dispatcher or peace officer is preferred.

- Must have good computer skills.
- Bilingual is preferred.

**CERTIFICATES, LICENSES, REGISTRATIONS:**

- Must possess basic certification by the Texas Commission on Law Enforcement Officer Standards and Education;
- May be required to be certified as a Jailer or Radar Operator;
- Employee must have a current valid Texas Motor Vehicle Operator's license.
- Must be able to be insured by the County's insurance carrier.
- Clean driving record.
- May be required to post a bond or security.

**OTHER SKILLS AND ABILITIES:**

- Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws;
- Ability to establish and maintain effective working relationships with other law enforcement officials, agencies and the general public;
- Ability to analyze situations and adopt a quick, effective and reasonable course of action;
- Ability to communicate effectively orally and in writing.
- May be required to type accurately at a speed of at least forty (40) words per minute.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of County.

**PHYSICAL DEMANDS:**

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

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

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

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

While performing the function of this job, the employee frequently works in outside weather conditions. The employee occasionally works with explosives when searching buildings during bomb threats or discharging a firearm. Employee is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals when performing

the duties of a peace officer while at a hazardous spill scene or fire. The employee may possibly be exposed to AIDS or hepatitis from an infected suspect.

The noise level in the work environment is usually moderate to loud.

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

- Sitting for extended periods of time.
- Operating assigned equipment.

Maintain mental capacity which permits:

- Making sound decisions and using good judgment.
- Maintaining confidentiality.
- Demonstrating intellectual capabilities.

Effectively handle a work environment and conditions which involve:

- Working closely with others.
- Working in a multi-task environment.

Maintain effective audio-visual discrimination and perception needed for:

- Making observations.
- Reading and writing.
- Operating assigned equipment.
- Communicating with others.

**ACCIDENT PREVENTION PROGRAM:**
Required to follow all departments' safety regulations.

# HIDALGO COUNTY
## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
292

DATE: Enter Date 05-07-08

CURRENT POSITION TITLE: Enter position Title
Deputy Constable

CURRENT SLOT. #: Enter current
T-009

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)

**REQUEST FOR:**

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0 Current Budgeted Salary $ 33,060.00 Proposed Budgeted Salary $ 33,060.00 Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

**POSITION Type:**

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $15.80 / HR

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐ $ 33,060.00 Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

_____ Start Date _____ End Date Shift change Working Days & Hours 40 hrs. week Hours Per Week _____ Duration (2 weeks, 3 months, etc.)

**CIVIL SERVICE:**
Exempt ☑
Non-Exempt ☐

**FLSA:**
Exempt ☐
Non-Exempt ☑

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)
Request being made Due to the fact one Deputy out on FMLA need a Deputy for Daily functions of Dept. Due to heavy work loads.

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

Serve All Civil Paper work, Patrol Pct Serve J.P.'s office. See Attach Job Description.

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

Recommend approval due to employee out on FMLA.

1. [signature] DEPARTMENT HEAD — 5-8-08 DATE — FUNDING AVAILABLE IN DEPT. BUDGET ☐ YES ☒ NO
2. [signature] HUMAN RESOURCES DIRECTOR — DATE — PERSONNEL PROCEDURES COMPLETED ☐ YES ☐ NO
3. [signature] DEPARTMENT OF BUDGET & MANAGEMENT — 5/9/08 DATE — BUDGET PROCEDURES COMPLETED ☐ YES ☐ NO
4. COMMISSIONERS COURT APPROVAL — DATE

# Hidalgo County Budget Office
# FISCAL NOTE

*•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.*

**To:** Commissioner' Court
**From:** Valde Guerra, Budget Officer
**CC Date:** Tuesday, May 13, 2008

**Agenda Item:** AI-9253

**Summary of request/proposal:** The Constable Precinct No. 2 office is requesting to create one (1) temporary full-time Deputy Constable position, slot no. 292-001-T009 at $15.89 per hour. The temporary position is crucial to accommodate the workload of an employee who is out on Family Medical Leave (FMLA).

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Salary Requested |
|---|---|---|---|---|---|---|
| 1100 | DEPUTY CONSTABLE | T009 | 121 | 0.00 | 33,060.00 | 33,060.00 |
| | | | | | | 0.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | 33,060.00 |

## Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 8-1100-421-00-292-001-0- | 121 | CONSTABLE PCT.2- | TEMP F/T EMPL | 16,908.55 |
| 8-1100-421-00-292-001-0- | 211 | CONSTABLE PCT.2- | HEALTH INSURANCE | - |
| 8-1100-421-00-292-001-0- | 212 | CONSTABLE PCT.2- | LIFE INSURANCE | - |
| 8-1100-421-00-292-001-0- | 220 | CONSTABLE PCT.2- | FICA | 1,293.50 |
| 8-1100-421-00-292-001-0- | 230 | CONSTABLE PCT.2- | RETIREMENT | - |
| 8-1100-421-00-292-001-0- | 250 | CONSTABLE PCT.2- | UNEMPLOYMENT COMP | 84.54 |
| 8-1100-421-00-292-001-0- | 260 | CONSTABLE PCT.2- | WORKER'S COMP | 786.25 |
| | | | | |
| | | | 2008 Budgetary Impact | 19,072.84 |

**2009 Budgetary Impact:** N/A

## Possible Funding Sources: General Fund/Contingency

**Budget Office Recommendation:**

| |
|---|
| |
| |
| |

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2008 SALARY SCHEDULE**

**1100-421-00-292-001-0**
**CONSTABLE PCT.2**

**AI-9253**

| Slot # | Obj Code | POSITION TITLE | 2007 BUDGETED SALARY | 2008 ADJUSTED SALARY | 2008 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2008 BUDGETED SALARY APPROVED | 2008 ACTUAL SALARY | Other Allowances | | | | | 2008 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 111 | CONSTABLE | $52,250.00 | $0.00 | $52,250.00 | 0.04 | $2,090.00 | $0.00 | $54,340.00 | $54,340.00 | $0.00 | $0.00 | $0.00 | $8,000.00 | $0.00 | $62,340.00 |
| 0002 | 113 | CHIEF DEPUTY CONSTABLE STEP III | $42,655.00 | $0.00 | $42,655.00 | 0.035 | $1,493.00 | $0.00 | $44,148.00 | $44,148.00 | $720.00 | $0.00 | $1,800.00 | $0.00 | $0.00 | $46,668.00 |
| 0003 | 113 | SR. DEPUTY CONSTABLE STEP III | $38,777.00 | $0.00 | $38,777.00 | 0.035 | $1,357.00 | $0.00 | $40,134.00 | $40,134.00 | $540.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $41,874.00 |
| 0004 | 113 | SR. DEPUTY CONSTABLE STEP III | $38,777.00 | $0.00 | $38,777.00 | 0.035 | $1,357.00 | $0.00 | $40,134.00 | $40,134.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40,614.00 |
| 0005 | 113 | SR. DEPUTY CONSTABLE STEP I | $35,252.00 | $0.00 | $35,252.00 | 0.063 | $2,214.00 | $0.00 | $37,466.00 | $37,466.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37,646.00 |
| 0006 | 113 | SR. DEPUTY CONSTABLE STEP I | $35,252.00 | $0.00 | $35,252.00 | 0.063 | $2,214.00 | $0.00 | $37,466.00 | $37,466.00 | $0.00 | $0.00 | $1,200.00 | $0.00 | $0.00 | $38,786.00 |
| 0007 | 113 | DEPUTY CONSTABLE STEP I | $33,060.00 | $0.00 | $33,060.00 | 0.03 | $1,000.00 | $0.00 | $34,060.00 | $34,060.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,420.00 |
| 0008 | 113 | SECRETARY | $23,090.00 | $0.00 | $23,090.00 | 0.043 | $1,000.00 | $0.00 | $24,090.00 | $24,090.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,090.00 |
| **T009** | **121** | **DEPUTY CONSTABLE** | **$0.00** | **$33,060.00** | **$33,060.00** | **0** | **$0.00** | **$0.00** | **$33,060.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| | | **Total** | $299,113.00 | $33,060.00 | $332,173.00 | | $12,725.00 | $0.00 | $344,898.00 | $311,838.00 | $2,100.00 | $0.00 | $4,200.00 | $8,000.00 | $0.00 | $326,438.00 |

**NEW PROPOSED TEMPORARY POSITION PENDING COMMISSIONERS' COURT APPROVAL.**

**AI-9097** **9.A.**

## Claim of Lowe's
## CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Edna Kirby, IT DEPARTMENT
**Submitted For:** Renan Ramirez
**Department:** IT DEPARTMENT
**Agenda Area:** IT Department

### Information

**CAPTION**

Approval to pay outstanding Lowe's invoice (Purchase Order # 597469), that required the use of a Credit Card Account, with authority for County Treasurer to issue payment after review, audit and processing procedures are completed by the County Auditor.

**BACKGROUND**

Three (3) Invoices attached - totaling $799.83

Acct# 8-1100-415-00-200-001-0-663 $79.92

8-1100-415-00-200-001-0-664 $719.91

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-415-00-200-001-0-66X
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance in PO #597469, as of 05/02/2008 $799.83

Acct# 8-1100-415-00-200-001-0-663 $79.92
8-1100-415-00-200-001-0-664 $719.91

### Attachments

Link: Lowe's invoice 5-9-8

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Andres Castro | Andres Castro | 04/30/2008 03:55 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 04/30/2008 03:56 PM | APRV |
| 3 | Andres Castro | Andres Castro | 05/09/2008 09:39 AM | APRV |
| 4 | Auditor's Office | Becky Morales | 05/09/2008 02:50 PM | APRV |
| 5 | Purchasing Department | | 05/09/2008 05:13 PM | NEW |

Form Started By: Edna Kirby Started On: 04/30/2008 09:52 AM

Final Approval Date: 05/09/2008

LOWE'S

LOWE'S HOME CENTERS, INC
FOR INVOICE 15613

-SALE-
SALES #: S2485AV1 1069754 | 01-18-08
TE#: 248500025 HIDALGO COUNTY BUILDING MA

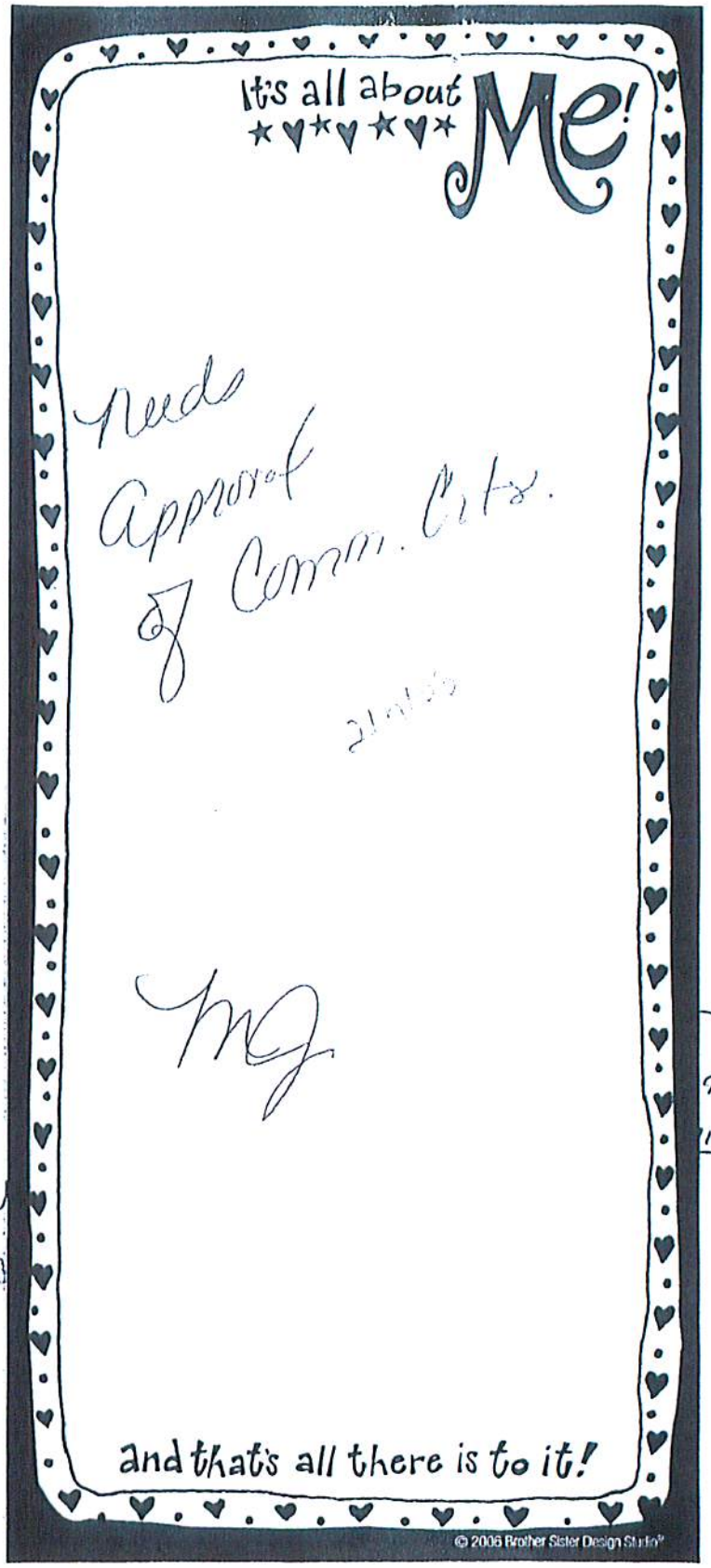
| | | |
|---|---|---|
| 94681 200N/40 | 663 | 49.97 |
| MOTO TOOL KIT 2 SPD-DREME | | |
| 224294 DC14AF 00069 | | 429.99 |
| DYSON ALL FLOORS BAGLESS | | |
| 203359 FL-908PDQ | | 29.98 |
| 26V DUAL BULB FLOR. WORKL | | |
| 203106 697-06 | 663 | 19.98 |
| DREMEL SUPER ACCESSORY KI | | |
| 2259 31230 | 663 | 9.97 |
| TF 12PC SCREWDRIVER W/ CL | | |
| 236625 9302411 | | 69.97 |
| 14GAL WET DRY VAC | | |
| 58927 PB1200 | | 189.97 |
| PORTABLE AIR MOVEMENT MAC | | |
| [PICK UP LATER] | | |
| INVOICE 15613 SUBTOTAL : | | 799.83 |

| | |
|---|---|
| SUBTOTAL : | 799.83 |
| TAX: | 0.00 |
| BALANCE DUE: | 799.83 |
| LAR: | 799.83 |

LAR XXXXXXXXXXX5302 001018
LAR PO: 597469
ACCOUNT NAME:
HIDALGO CNTY BLDS N GROUND
AUTH BUYER: FLORES DANIEL

AMOUNT: 799.83
ACCOUNT WILL BE BILLED UPON MERCHANDISE RECEIPT OR NO LATER THAN 60 DAYS FROM TRANSACTION DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY MERCHANDISE.

Needs Approval of Comm. Ctr.






LOWE'S HOME CENTERS, INC.
2802 W. UNIVERISTY DRIVE
EDINBURG, TX 78539
(956)289-4230

**********

## PICK UP INFORMATION

TO OBTAIN STOCK MERCHANDISE
DESIGNATED AS (PICK UP LATER) ON
THIS RECEIPT, YOU MUST COME TO THE
CUSTOMER SERVICE DESK.

PICK UP DATE 03/23/08
FOR INVOICE 15715

**********

-SALE-
SALES #: S2485JM4 647028 03-21-08
TE#: 170200688 HIDALGO COUNTY BUILDINGS

58927 PORTABLE AIR MOVEMENT MAC 189.97
(PICK UP LATER)

SUBTOTAL: 189.97
TAX: 0.00
INVOICE 15715 TOTAL: 189.97

BALANCE DUE: 189.97

LAR: 189.97

LAR XXXXXXXXXXX5302 000471
LAR PO: 597469
ACCOUNT NAME:
HIDALGO CNTY BLDS N GROUND
AUTH BUYER: FLORES DANIEL

AMOUNT: 189.97
ACCOUNT WILL BE BILLED UPON MERCHANDISE
RECEIPT OR NO LATER THAN 60 DAYS FROM
TRANSACTION DATE FOR STOCK MERCHANDISE
AND NO LATER THAN 90 DAYS FROM TRANSACTION
DATE FOR SOS OR DIRECT DELIVERY MERCHANDISE.

refund/reload Sam

2485 TERMINAL: 15 03/21/08 19:53:17

# OF ITEMS PURCHASED: 1

Sam Ramos




LOWE'S HOME CENTERS, INC.
2802 W. UNIVERISTY DRIVE
EDINBURG, TX 78539
(956)289-4230
-RETURN 15714-
SALES #:R S2485JM4 647028 03-21-08

58927 PORTABLE AIR MOVEMENT MAC 189.97-
ORIG.STORE:2485 DATE:011808 INV:15513
- REFUND TRANSACTION -
- REFUND TRANSACTION -

SUBTOTAL: 189.97-
TAX: 0.00-
TOTAL RETURN : 189.97-

BALANCE DUE: 189.97-

LAR: 189.97-

LAR XXXXXXXXXXX5302 000001
LAR PO: 597469
ACCOUNT NAME:
HIDALGO CNTY BLDS N GROUND
AUTH BUYER: FLORES DANIEL

AMOUNT: 189.97-

2485 TERMINAL: 15 03/21/08 19:49:39

RECEIPT REQUIRED FOR CASH REFUND.
CHECK PURCHASE REFUNDS REQUIRE
15 DAY WAIT PERIOD FOR CASH BACK.
STORE MGR: SANTIAGO ZUNIGA JR.

HAVE A COMMENT OR FEEDBACK?
LET US KNOW AT
WWW.LOWES.COM/FEEDBACK

STORE CODE: 24850-32108-15714

LOWE'S Commercial SERVICES

Account: 9900 659530 2 Statement Date: 02/02/08 Page: 1 of 3

Account: 9900 659530 2

MAINTAINING THE LIST OF AUTHORIZED BUYERS ON YOUR ACCOUNT IS JUST A CLICK AWAY. ADDING AND DELETING AUTHORIZED BUYERS CAN BE DONE CONVENIENTLY ONLINE AND CHANGES ARE UPDATED IMMEDIATELY. LOGIN TO YOUR ACCOUNT OR REGISTER FOR ACCESS AT LOWESFORPROS.COM.

HIDALGO CNTY BLDS N GROUN
ATTN: ALMA YBARRA
PO BOX 1356
EDINBURG, TX 78540-1356

HIDALGO CNTY BLDS N GROUN 33661
ATTN: ALMA YBARRA
PO BOX 1356
EDINBURG, TX 78540-1356

PLEASE INDICATE ADDRESS CHANGES

PAYMENT ADDRESS
LOWE'S
P.O. BOX 530954
ATLANTA, GA 30353-0954

Customer Service Online at www.lowescredit.com
This account is not registered.
The authentication code is: STTLE703

DUE DATE: 02/20/08

## Account Summary

| | |
|---|---|
| Current Invoices & Returns | $ 914.77 |
| 1-30 Days Past Due | $ 0.00 |
| 31-60 Days Past Due | $ 0.00 |
| Over 60 Days Past Due | $ 0.00 |
| Unapplied Payments & Adjustments | $ 0.00 |
| **Statement Balance** | **$ 914.77** |

Amount Due

PLEASE PAY THIS AMOUNT BY 02/20/08
$ 914.77

AMOUNT ENCLOSED $_____

FOR PAYMENT ENCLOSED PLEASE CHECK ONE OF THE FOLLOWING OPTIONS:

- ☐ Payment is for entire amount billed. Please apply to all invoices.
- ☐ Payment is for specific invoices. Please indicate by ☑ beside the invoices/returns/unapplied payments you are paying/applying and return the payment stub(s) with your check.
- ☐ Apply enclosed payment to oldest invoice(s).

$ Send payments to:
Lowe's
P.O. Box 530954
Atlanta GA 30353-0954

Send Inquiries
(not payments) to:
P.O. Box 2918
Shawnee Mission, KS 66201

For Customer Service: call 1-866-232-7443

Tear Here

20059530 9900659530 2

Purchases, returns, and payments made just prior to the statement date may not appear until the next month's statement. Any payments received after 5pm on any business day or on any day other than a business day, at the address above, will be credited on the next business day. If the payment is made at a location other than such address, credit may be delayed.

PLEASE RETURN ALL STUBS WITH YOUR PAYMENT
Retain left portion for your records.

-Continue-

LOWES Commercial SERVICES



LOWES Commercial SERVICES

# ACCOUNT ACTIVITY
## Account Number : 9900 659530 2

### Payments Received

| Date | Reference | Amount | Description |
|---|---|---|---|
| 01/07/08 | 0279440 | $ (47.39) | PAYMENT RECEIVED - THANK YOU |

### Current Invoices & Returns

| Date | Invoice | Amount | Due Date | Store/City | Reference |
|---|---|---|---|---|---|
| 12/12/07 | 915467 | $ 114.94 | 02/20/08 | 2485 EDINBURG, TX | 595721 |
| 01/18/08 | 915613 | $ 799.83 | 02/20/08 | 2485 EDINBURG, TX | 597469 |
| Subtotal | | $ 914.77 | | | |

| Date | Invoice | | Amount |
|---|---|---|---|
| Please Indicate by ☑ Invoices You are Paying | | | |
| 12/12/07 | 915467 | ☐ | $ 114.94 |
| 01/18/08 | 915613 | ☐ | $ 799.83 |
| Subtotal | | | $ 914.77 |

RECEIVED
FEB 21 08 10 40

Tear Here

### Account Activity Summary

| | |
|---|---|
| Current Invoices & Returns | $ 914.77 |
| Past Due Invoices & Returns | $ 0.00 |
| Unapplied Payments & Adjustments | $ 0.00 |
| **Total** | **$ 914.77** |

### Account Activity Summary
9900 659530 2

| Total |
|---|
| $ 914.77 |

-Continue-

LOWE'S Commercial SERVICES



## Current Invoice Details

Mail Payments to: LOWE'S
P.O. BOX 530954
ATLANTA, GA 30353-0954

HIDALGO CNTY BLDS N GROUN
Account: 9900 659530 2
Store/City: 2485 / EDINBURG, TX
Buyer: YBARRA ALMA

Date of Sale 12/12 07
Invoice: 915467
P.O. / JOB: 595721

| S.K.U. | DESCRIPTION | QUANTITY | UNIT | PRICE | EXT. PRICE |
|---|---|---|---|---|---|
| 000000000121153 | (SC) MAGLITE 2D FLASHLIGH | 3.00 | EA | 16.98 | 50.94 |
| 000000000195409 | SOS ALLSTR 2"FAUX BLIND | 1.00 | EA | 64.00 | 64.00 |

Subtotal: 114.94 Tax: 0.00 Balance Due: 114.94

Mail Payments to: LOWE'S
P.O. BOX 530954
ATLANTA, GA 30353-0954

HIDALGO CNTY BLDS N GROUN
Account: 9900 659530 2
Store/City: 2485 / EDINBURG, TX
Buyer: FLORES DANIEL

Date of Sale: 01/18/08
Invoice: 915613
P.O. / JOB: 597469

| S.K.U. | DESCRIPTION | QUANTITY | UNIT | PRICE | EXT. PRICE |
|---|---|---|---|---|---|
| 000000000094681 | MOTO TOOL KIT 2 SPD-DREME | 1.00 | EA | 49.97 | 49.97 |
| 000000000224294 | DYSON ALL FLOORS BAGLESS | 1.00 | EA | 429.99 | 429.99 |
| 000000000203359 | 26W DUAL BULB FLOR. WORKL | 1.00 | EA | 29.98 | 29.98 |
| 000000000203106 | DREMEL SUPER ACCESSORY KI | 1.00 | EA | 19.98 | 19.98 |
| 000000000002259 | TF 12PC SCREWDRIVER W/ CL | 1.00 | EA | 9.97 | 9.97 |
| 000000000236825 | 14GAL WET DRY VAC | 1.00 | EA | 69.97 | 69.97 |
| 000000000058927 | PORTABLE AIR MOVEMENT MAC | 1.00 | EA | 189.97 | 189.97 |

Subtotal: 799.83 Tax: 0.00 Balance Due: 799.83

Invoice Received By:
RC On 20 Feb 08
Goods/services Received By:
RC On
Acct.# 8-160-415-00-20-601-0663 $79.92, 66 $719.91
PO# 597469

RECEIVED 12 FEB 21 AM 10:10

# Purchase Order
# COUNTY OF HIDALGO

PO#: 597469

DATE: 01/16/08



VENDOR: 292621 REQ:00124698
Email:
Phone:(866)232-7443
LOWE'S
P.O. BOX 530954
ATLANTA GA 30353-0954

BUYER: COMPUTER1
SHIP TO: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

CONTACT:
SITE: INFORMATION TECHNOLOGY DEPARTMENT

Special Instructions:
100108-01

**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 | EACH | PRO PORTABLE AIR MOVEMENT MACHINE (58927) | 189.97 | 189.97 |
| 1 | EACH | SHOP VAC 14 GAL. 5.5 PEAK HP (236625) | 69.97 | 69.97 |
| 1 | EACH | DYSON VACUUM (224294) | 429.99 | 429.99 |
| 1 | EACH | BAYCO 26 WATT WORK LIGHT (203359) | 29.98 | 29.98 |
| 1 | EACH | DREMEL 145 PC. ROTARY ACCESSORY KIT (203106) | 19.98 | 19.98 |
| 1 | EACH | 12 PC SCREWDRIVER SET (2259) | 9.97 | 9.97 |
| 1 | EACH | DREMEL 2-SPEED MULTIPRO KIT (94681) | 49.97 | 49.97 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | Total | | 799.83 |
| | | ********** For Hidalgo County use only ********** | | |
| | | 8-1100-415-00-200-001-0-663 | 79.92 | |
| | | 8-1100-415-00-200-~~002~~ 001-0-664 | 719.91 | |
| | | Approved | | |
| | | ---------- | | |

664
663

Authorized by: Martha L. Salazar

**AI-9219** **9.B.**

# Cell Phone Request Form
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Griselda Salazar, IT DEPARTMENT
**Submitted For:** Renan Ramirez
**Department:** IT DEPARTMENT
**Agenda Area:** IT Department

## Information

### CAPTION

Pursuant to Hidalgo County Cellular Telephony Policy, presentation for consideration, acceptance and approval of Cellular Phone Request Form for the following elected official(s), department head(s), program director(s) and employee(s):

| Department Name: | Name of Employee: | Basic Rate Plan: | Total Per Month: |
|---|---|---|---|
| Planning | Tomas J. Arredondo | BE 1000 | $55.00 |
| Planning | Angel Pedroza | BE 1000 | $55.00 |
| Planning | Tommy Ureste | BE 1000 | $55.00 |
| Planning | Humberto Garza | BE 1000 | $55.00 |
| Planning | Rogelio Cantu | BE 1000 | $55.00 |
| Planning | Rodolfo Rios | BE 1000 | $55.00 |
| Planning | Gilbert Pecina | BE 1000 | $55.00 |
| Planning | Jose R. Tovar | BE 1000 | $55.00 |
| Planning | Jose Luis Salinas | BE 1000 | $55.00 |

### BACKGROUND

Pending AI 9264, transfer.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-419-10-210-001-0-532
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Pending transfer in the amount of $4,455.00; Please refer to AI 9264.

## Attachments

Link: Request Form

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/08/2008 09:21 AM | APRV |
| 2 | Andres Castro | Andres Castro | 05/09/2008 02:40 PM | APRV |
| 3 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Griselda Salazar

Started On: 05/07/2008 04:01 PM

Final Approval Date: 05/09/2008

# CELLULAR PHONE REQUEST FORM ("Multiple Phones")

## HIDALGO COUNTY, TEXAS

(1) Type of Request:

XX☐ **Phone and service (NEW)** ☐ User Name Change

☐ Phone and service (Porting/Existing number: 956-___-____) ☐ Delete Service

☐ Plan change ☐ Other_____

(2) Requesting employee/position: **TOMAS J. ARREDONDO, PLANNING SUPERVISOR**

Employee ID #: **105899** Office: **PLANNING** **Budget Acct. #:8-1100-419-10-210-001-0-532**

(3) Type of duties:

**XX☐Offsite duties XX☐On-call duties** ☐Law Enforcement ☐Emergency Response ☐Other:_____

(4) **Describe how cell phone will be used: We currently conduct approximately 4,000 field inspections per year and find it necessary to communicate with the applicant and our office to locate site or to clarify requests. Currently my inspectors utilize their personal cellular phones when communicating with the applicant on issues that arise in the field.**

(5) Anticipated usage in minutes per month (check only one):

| Sprint | ☐ Other | XX☐ BE1000 | ☐ Data Plan | ☐ Equipment Type | ☐ Equipment Cost |
|---|---|---|---|---|---|
| Plan Cost | $ | $55.00 | $55.00 | | $ |

(6) Will phone be used outside of the County of Hidalgo NO. If yes indicate where and how frequently

(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 N/A

**Department Head / Elected Official**

| | | |
|---|---|---|
| | RAMIRO ESQUIVEL | 5/8/18 |
| ↑ Signature ↑ | ↑ Print Name ↑ | ↑ Date Signed ↑ |

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT APPROVAL DATE : _____

# CELLULAR PHONE REQUEST FORM ("Multiple Phones")

## HIDALGO COUNTY, TEXAS

| Type of Request: | Requesting Employee or Position: | Employee ID# | Model of Phone | Anticipated usage per month | Additional accessories |
|---|---|---|---|---|---|
| Phone & Service (NEW) | Tomas J. Arredondo | 105899 | Motorola iC502 | 1000 minutes | |
| Phone & Service (NEW) | Angel Pedroza | 140872 | Motorola iC502 | 1000 minutes | |
| Phone & Service (NEW) | Tommy Ureste | 126403 | Motorola iC502 | 1000 minutes | |
| Phone & Service (NEW) | Humberto Garza | 100315 | Motorola iC502 | 1000 minutes | |
| Phone & Service (NEW) | Rogelio Cantu | 158887 | Motorola iC502 | 1000 minutes | |
| Phone & Service (NEW) | Rodolfo Rios | 154385 | Motorola iC502 | 1000 minutes | |
| Phone & Service (NEW) | Gilbert Pecina | 159131 | Motorola iC502 | 1000 minutes | |
| Phone & Service (NEW) | Jose R. Tovar | 140619 | Motorola iC502 | 1000 minutes | |
| Phone & Service (NEW) | Jose Luis Salinas | 080276 | Motorola iC502 | 1000 minutes | |
| | | | | | |

**Department Head/ Elected Official**

| ↑ Signature ↑ | ↑ Print Name ↑ | ↑ Date Signed ↑ |
|---|---|---|
| | Ramon Segovia | 5/08/08 |

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT -- APPROVAL DATE: _____

**AI-9194** **10.A.**

# Status Report (W/S Imp.) - Pct. #1
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Estella Webber, URBAN COUNTY
**Department:** URBAN COUNTY
**Agenda Area:** Urban County

## Information

**CAPTION**

Presentation of monthly status report by Dos Logistics, Inc. on the development of an Environmental Information Study and a Preliminary Engineering Report in connection with Pct. #1 Water / Sewer Improvement and Planning Activity.

**BACKGROUND**

As required by contract.

## Fiscal Impact

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

**BUDGETARY IMPACT:**

Presentation of monthly status report. No Fiscal Impact.

## Attachments

Link: status report

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/08/2008 08:29 AM | APRV |
| 2 | Veronica Lopez | Veronica Lopez | 05/08/2008 08:47 AM | APRV |
| 3 | Auditor's Office | Becky Morales | 05/09/2008 03:04 PM | APRV |
| 4 | Purchasing Department | | 05/09/2008 05:13 PM | NEW |

Form Started By: Estella Webber — Started On: 05/07/2008 11:59 AM

Final Approval Date: 05/09/2008

**Corporate Office**

**Summary for the month of April 2008**

**Environmental Information Document - Improvements to the Water and Wastewater System for the Cities of Elsa, Edcouch, and La Villa and the Regional Service Area**

Dos Logistics, Inc. (DLI) is in the middle stages of preparing an Environmental Information Document (EID) which evaluates the environmental effects of a proposed Regional Service Area Water and Wastewater Facility project for the area including the Cities of Elsa, Edcouch and La Villa. Four (4) EID's will be prepared for the following study area: the Regional Service Area, the Cities of Elsa, Edcouch and La Villa. The EID is required to fulfill the requirements under the National Environmental Policy Act (NEPA) and other environmental mandates.

The Environmental Information Document will be sufficiently detailed with:

- Establishing the purpose and assess the need for the proposed project
- Project description
- Determine if all reasonable alternatives to the proposed project have been appropriately considered
- Evaluate the environmental effects/consequences of the proposed project and the alternatives considered
- Assess the significance of those effects
- Specify mitigation measures where necessary

The Environmental Information Document for each proposed project study area will be written and described in this order:

- Description of the Problem
  - Introduction
  - Purpose and Need for the Project
    - Existing Water Treatment Facility
    - Existing Wastewater Treatment Facility
- Environmental Setting (Affected Environment/Environmental Consequences
  - Description of the Existing Environment
    - Land Resources
    - Water Resource
    - Floodplains and Wetlands
    - Climatic Elements and Air Quality
    - Biological Elements
    - Cultural Resources
    - Socio-economic and Environmental Justice

        - Other Programs
    - Future Environment without a Project
        - Land Resources
        - Water Resource
        - Floodplains and Wetlands
        - Climatic Elements and Air Quality
        - Biological Elements
        - Cultural Resources
        - Socio-economic and Environmental Justice

      Other Programs
- Alternatives to the Proposed Action
    - Water Improvements
        - No Action
        - Action
    - Wastewater improvements
        - No Action
        - Action
    - Reason for Accepting or Rejecting Alternatives
- Project Descriptions
    - Water Improvements
    - Wastewater Improvements
- Environmental Impacts of the Proposed Project
    - Primary Impacts
        - Short-Term Impacts
        - Long-Term Impacts
    - Secondary Impacts
- Adverse impacts which cannot be avoided should the project be implemented
- Relationship between local short-term uses of human's environment and maintenance and enhancement of long-term productivity
- Irreversible and irretrievable commitment of resources to the proposed project

On April 10, 2008 DLI formally requested copies of the facility plans from each of the respective cities. As of May 5, 2008 DLI has yet to receive any of the facility plans. These facility plans are crucial in moving forward with the EIDs. Without the Water and Wastewater Facility Plan for each city, DLI is unable to determine and document the environmental resources of the areas which are to be affected by the proposed project and each alternative considered. The facility plans provide critical information to help prepare and discuss the alternatives in determining the environmental consequences of each affected resource and establish and discuss any mitigation measure(s) necessary to avoid or minimize any adverse impacts to a specific environmental resource. It is

important to incorporate the facility plan into the EID because of the critical information on the projects need, descriptions and alternatives.

During the processing of an EID, DLI will be coordinating with the appropriate environmental regulatory agencies during this project. DLI cannot proceed in submitting these letters due to information needed from the facility plans.

# AI-9195 10.B.

# Engineer Svcs. Contract - Pct. #1

# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Estella Webber, URBAN COUNTY
**Department:** URBAN COUNTY
**Agenda Area:** Urban County

## Information

### CAPTION

The Urban County Program is requesting approval and award of the best and final negotiated contract with Rodriguez Engineering Consulting Engineer/Surveyor (the highest ranked firm) in the amount of $25,441.90 for the engineering of "E" Street located in Colonia Olivarez and Ricardo-Andrea Street with Pct. 1 Street Improvements utilizing Year 20 (2007).

### BACKGROUND

Precinct No. 1 has negotiated a best and final contract with Rodriguez Engineering Consulting Engineer/Surveyor for a professional engineering services contract in the amount of $25,441.90 for the design and oversight of E Street and Ricardo-Andrea Street. See attached scope of services.

Contract Amount: $25,441.90
Funds Available: $515,857.00 (2007 FY 20 - Street Improvements)

## Fiscal Impact

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

### BUDGETARY IMPACT:

Contractor: Rodriguez Engineering Consulting Engineer/Surveyor
Contract Amount: $25,441.90
Funds Available: $515,857.00 (2007 FY 20 - Street Improvements)

## Attachments

Link: AI- 9195

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/08/2008 08:30 AM | APRV |
| 2 | Veronica Lopez | Veronica Lopez | 05/08/2008 02:41 PM | APRV |
| 3 | Auditor's Office | Becky Morales | 05/09/2008 03:04 PM | APRV |
| 4 | Purchasing Department | | 05/09/2008 05:13 PM | NEW |
| Form Started By: Estella Webber | | | Started On: 05/07/2008 12:06 PM | |

Final Approval Date: 05/09/2008

# URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No._____.

Date: May 5, 2008 Meeting Date Request: May 13, 2008

Deadline for Action: May 13, 2008 Contact Person: Diana R. Serna

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

*Diana R. Serna, UCP Director* _____.

**Caption:**

The Urban County Program is requesting approval and award of the best and final negotiated contract with Rodriguez Engineering Consulting Engineer/Surveyor (the highest ranked firm) in the amount of $25,441.90 for the engineering of "E" Street located in Colonia Olivarez and Ricardo-Andrea Street with Pct. 1 Street Improvements utilizing Year 20 (2007).

**Background:**

Precinct No. 1 has negotiated a best and final contract with Rodriguez Engineering Consulting Engineer/Surveyor for a professional engineering services contract in the amount of $25,441.90 for the design and oversight of E Street and Ricardo-Andrea Street. See attached scope of services.

Contract Amount: $25,441.90
Funds Available: $515,857.00 (2007 FY 20 – Street Improvements)

Deputy Director: _____ Manager: _____ Finance: _____

**Please initial for approval:**

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

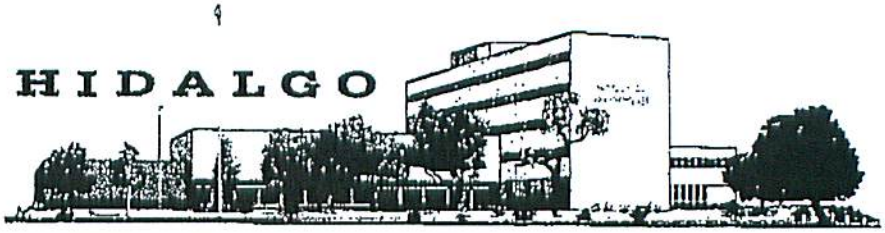
Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:_____ No:_____
Account Code: _____ Impact on Future Budget: Yes _____ No _____

**Comments:**

**Action taken by Commissioner's Court:**
Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____.

*c:\wpwin60\wpdocs\agreqfrm.wpd*

COUNTY of HIDALGO



*SYLVIA S. HANDY*
**County Commissioner, Pct. 1**
**1902 Joe Stephens Ave.**
**Weslaco, TX 78596**
**(956) 968-8733**

May 7, 2008

Linda Sandoval
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: "E" Street and Ricardo-Andrea

Dear Mrs. Sandoval:

We are requesting Commissioners Court action for the approval of the professional services agreement with engineering firm of Rodriguez engineering for "E" Street and Ricardo-Andrea Street in the amount of $25,869.58. #25,441.90

Please place request for approval on the upcoming Commissioners Court meeting scheduled for May 12, 2008.

If you need additional information, please contact Juan J. Ybarra at 956/968-8733.

Sincerely,

Joseph Palacios

Joseph Palacios
Chief Administrator
Pct. 1

**RODRIGUEZ ENGINEERING** **CONSULTING ENGINEER/SURVEYOR**

Construction Cost Estimate:

Project: Paving Improvement

Owner: Hidalgo County Precinct No. 1

Location: E Street (From IDA Street North 0.6 mile)

Type of Estimate: Engineer's Estimate

Estimator: Leo Rodriguez P.E./R.P.L.S.

| Item: | Description: | Unit: | Quantity: | Unit Cost: | Total: |
|---|---|---|---|---|---|
| 1 | Subgrade Excavation | CY | 3285 | 3.50 | $ 11,497.50 |
| 2 | 8" Caliche Base | SY | 9856 | 7.00 | $ 68,992.00 |
| 3 | 2" Hot Mix (Includes Prime) | SY | 8448 | 7.25 | $ 61,248.00 |
| 4 | EN-1 (Emulsion) | GAL | 114 | 59.00 | $ 6,726.00 |
| 5 | Bar Ditch Excavation | LF | 6336 | 2.50 | $ 15,840.00 |
| 6 | Stripping | LF | 3168 | 0.15 | $ 475.20 |
| 7 | Driveways | EA | 21 | 156 | $ 3,276.00 |
| 8 | 18" Rcp | LF | 2000 | 21.00 | $ 42,000.00 |
| 9 | Grates (3x3) | EA | 8 | 400 | $ 3,200.00 |

Estimated Construction Cost: $ 213,254.70

Engineering Fees: $ 21,325.47

P.O. Box 1830
Edinburg, TX 78541
956-491-1013

MAY 8 2008

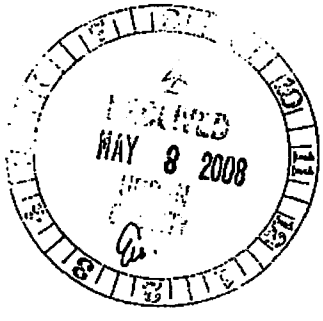
**RODRIGUEZ ENGINEERING** **CONSULTING ENGINEER/SURVEYOR**

Construction Cost Estimate:
Project: Paving Improvement
Owner: Hidalgo County Precinct No. 1
Location: Ricardo-Andrea Street
Type of Estimate: Engineer's Estimate
Estimator: Leo Rodriguez P.E./R.P.L.S.

| Item: | Description: | Unit: | Quantity: | Unit Cost: | Total: |
|---|---|---|---|---|---|
| 1 | Subgrade Excavation | CY | 821 | 3.50 | $ 2,873.50 |
| 2 | 8" Caliche Base | SY | 2,464 | 7.00 | $ 17,248.00 |
| 3 | 2" Hot Mix (Includes Prime) | SY | 2,112 | 7.25 | $ 15,312.00 |
| 4 | EN-1 (Emulsion) | GAL | 28 | 59.00 | $ 1,652.00 |
| 5 | Bar Ditch Excavation | LF | 1,584 | 2.50 | $ 3,960.00 |
| 6 | Stripping | LF | 792 | 0.15 | $ 118.80 |

Estimated Construction Cost: $ 41,164.30

Engineering Fees: $ 4,116.43




P.O. Box 1830
Edinburg, Tx 78541
956-491-1013

# SCOPE OF SERVICES

## Preliminary Phase

- Set up meeting with client to determine should the Road be redone completely or an overlay may be all that the client wishes.
- Visit Site.
- Send Field Crew to tie down all fences, bar-ditches, driveways, any gas lines, telephone poles, or other features that may be important to the design of the road.
- Field Surveying and Topography to establish centerlines and right-of-ways.

## Design Phase

- Upon completion of the survey information in the field download this information into our computers.
- Prepare, Plan, and Profile sheets showing not only a plan view but also a profile of the natural ground.
- Design plans and prepare specification (Design, Grading, Drainage).

## Construction Phase

- Upon completion of the plans, the field crew then sets the aliment for the Contractor in the field, so the contractor may begin the construction of the roadway.
- Geo-Tech tests are taken during the construction to insure the road is being constructed according to the County Subdivision Ordinance.
- Field Inspection for quality control.



**AI-9218** **11.A.**

# Jury Outstanding Checks
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Fred Zamarripa, TREASURER'S OFFICE
**Submitted For:** Norma Garcia
**Department:** TREASURER'S OFFICE
**Agenda Area:** County Treasurer

## Information

**CAPTION**

Approval to transfer outstanding jury checks in the amount of $47,376.00 to the Hidalgo County General Fund in accordance with Government Code Subtitle E "Juries", Chapter 61 "General Provisions", Section 61.001(f).

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-360-00-090-000-0-000
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Transfer of Jury Script O/S checks to General Fund Revenue Acct.

## Attachments

Link: Outstanding List
Link: Chapter 61

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/08/2008 09:14 AM | APRV |
| 2 | Ivan Cantu | Ivan Cantu | 05/09/2008 08:08 AM | APRV |
| 3 | Auditor's Office | Becky Morales | 05/09/2008 03:05 PM | APRV |
| 4 | Purchasing Department | | 05/09/2008 05:13 PM | NEW |

Form Started By: Fred Zamarripa — Started On: 05/07/2008 03:59 PM

Final Approval Date: 05/09/2008

DISTRICT CLERK JURY SCRIPT
DUE TO OTHERS - VOIDED CHECKS
March 31, 2008
F N B

| JUROR # | CHECK # | FIRST NAME | MIDDLE | LAST NAME | DATE |
|---|---|---|---|---|---|
| 644084 | 334472 | DAVID | | TRAMMELL | 20050106 |
| 662456 | 334480 | WILLIAM | K | HOLLIS | 20050106 |
| 609845 | 334491 | SANDRA | MARIE | HOFLAND | 20050106 |
| 739833 | 334582 | LUIS | ALBERTO | RIOS | 20050113 |
| 755813 | 334583 | ROSA | H | SALAS | 20050113 |
| 814768 | 334587 | ARACELI | CAVAZOS | MORIN | 20050113 |
| 668537 | 334592 | AMPARO | | GONZALES | 20050113 |
| 643137 | 334634 | GENOVEVA | | AVILA | 20050113 |
| 864423 | 334636 | SULEMA | | NINO | 20050113 |
| 628540 | 334647 | ROGELIO | | GARCIA | 20050113 |
| 606884 | 334649 | ALFONSO | | JIMENEZ | 20050113 |
| 612915 | 334670 | SHERRY | LYNN | SURRATT | 20050113 |
| 644049 | 334674 | CECILIA | | GONZALEZ | 20050113 |
| 727758 | 334707 | ROGELIO | | AGUIRRE | 20050113 |
| 755896 | 334750 | RAUL | | CASTILLO | 20050113 |
| 636106 | 334753 | RODOLFO | | GARCIA JR | 20050113 |
| 650627 | 334766 | VERONICA | | OCHOA | 20050113 |
| 918086 | 334787 | NORA | ELVIA | GONZALEZ | 20050113 |
| 717293 | 334794 | MICHAEL | L | HILTON | 20050113 |
| 625861 | 334801 | JOHN | | WORLEY | 20050113 |
| 678970 | 334813 | RENE | | LOPEZ JR | 20050113 |
| 902971 | 334814 | MANUEL | A | BARRERA | 20050113 |
| 822347 | 334822 | ORALIA | | SILVA | 20050113 |
| 742314 | 334826 | SANDRA | | DIAZ | 20050113 |
| 724109 | 334857 | SAN JUANITA | | SOTO | 20050113 |
| 874657 | 335028 | VANESSA | YARID | GARCIA | 20050128 |
| 618321 | 335033 | RENE | | POMPA | 20050128 |
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| 625266 | 335079 | SYLVIA | S | BOYKO | 20050128 |
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| 760384 | 335136 | IRMA | EDITH | JARERO | 20050128 |
| 911457 | 335137 | EMMA | MORENO | RODRIGUEZ | 20050128 |
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| 694465 | 335190 | ISMAEL | | CANTU | 20050128 |
| 664789 | 335200 | LINDA | | DAVILA | 20050128 |
| 725013 | 335201 | FERNANDO | | RODRIGUEZ | 20050128 |
| 778003 | 335229 | LAZARO | WILLIAM | REESE | 20050128 |
| 664606 | 335251 | BILLY | JACK | PATTERSON | 20050128 |
| 814811 | 335256 | JULIO | | CERDA | 20050128 |
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| 757492 | 336029 | GRACIE | | LOPEZ | 20050204 |
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| 709501 | 336085 | HOMER | | GONZALEZ JR | 20050204 |
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| 894095 | 336536 | RENE | | SAENZ | 20050303 |
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| 848425 | 336628 | EMILY | O | CAMMARATA | 20050303 |
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| 834539 | 337221 | JAIME | | GARCIA | 20050315 |
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| 816350 | 337239 | GLORIA | | SALINAS | 20050315 |

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| 627680 | 337293 | JOHNNY | | BERMEA | 20050315 |
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| 645967 | 337460 | JOHNNY | RAY | PARTAIN | 20050322 |
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| 653377 | 338147 | SANTIAGO | | ADAME | 20050324 |
| 861226 | 338179 | ALEXANDER | | VILLARREAL | 20050324 |
| 817840 | 338202 | MARIA | D | ESCOBAR | 20050324 |
| 769046 | 338213 | VICTOR | REYNA | TREVINO | 20050324 |
| 795029 | 338262 | GEORGE | SHERWOOD | COX | 20050331 |
| 797013 | 338452 | BLANCA | | LOYA | 20050408 |
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| 748983 | 338555 | LIZETTE | | RAMOS | 20050408 |
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| 899906 | 339186 | MARISSA | R | LOPEZ | 20050408 |
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| 690154 | 339264 | JOHN | | STEELE | 20050408 |
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| 705460 | 339327 | ROSA | LINDA | SANCHEZ | 20050413 |
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| 618220 | 339402 | ROSEMARY | | CLOSNER | 20050420 |
| 645054 | 339432 | MINERVA | MONTEZ | ALVAREZ | 20050421 |
| 611727 | 339446 | TIMOTHY | | BRUSH | 20050421 |
| 678925 | 339495 | JOE | A | FOYTEK | 20050421 |
| 718201 | 339513 | CARMEN | DELIA | GARZA | 20050421 |
| 788956 | 339514 | CYNTHIA ANN | | GARZA | 20050421 |
| 893121 | 339524 | JOSE | CRUZ | GONZALEZ | 20050421 |
| 781201 | 339538 | JOSE | JESUS | HERNANDEZ | 20050421 |
| 697653 | 339541 | OSCAR | ANDRES | HERNANDEZ | 20050421 |
| 815760 | 339575 | ROSALINDA | | MOLINA | 20050421 |
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| 913866 | 339795 | JAMES | MATHEW | MORENO | 20050421 |
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| 893945 | 339909 | TINA | | CARRANZA | 20050422 |
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| 760149 | 340144 | DANIEL | MICHAEL | MCCLAIN | 20050422 |
| 604270 | 340159 | CARMEN | E | YZAGUIRRE | 20050422 |

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| 754041 | 340281 | DANIEL | JR | PEREZ | 20050505 |
| 899688 | 340391 | LILIAN | ELAINE | EMERSON | 20050505 |
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| 753465 | 340421 | MARIA | MONTERO | PEREZ | 20050505 |
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| 929295 | 340765 | RICHARD | | RUIZ | 20050510 |
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| 713693 | 340869 | SANDRA | S | ALTAMIRA | 20050510 |
| 636538 | 340870 | EDUARDO | | RAMOS | 20050510 |
| 617964 | 340888 | FRANCIS | C | HALLOCK | 20050510 |
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| 780113 | 341496 | OMAR | J | DELA ROSA | 20050512 |
| 733801 | 341498 | ROEL | O | NARRO | 20050512 |
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| 895324 | 342106 | JUAN | GERARDO | DELGADO | 20050523 |
| 841936 | 342122 | RAUL | A | MONTALVO JR | 20050523 |
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| 818658 | 342164 | EVERARDO | | REYES | 20050523 |
| 783113 | 342168 | OSCAR | | SALINAS | 20050523 |
| 719203 | 342170 | SYLVIA | QUINTANILLA | SILVA | 20050523 |
| 295057 | 342176 | JOSE | ROBERTO | ALMENDAREZ | 20050523 |
| 840519 | 342186 | GRACIE | | CHURN | 20050523 |
| 823216 | 342201 | MELISSA | DIANE | GARZA | 20050523 |
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| 873082 | 342476 | MARIA | DELJESUS | RAMOS | 20050525 |
| 874923 | 342480 | JOSE | GUADALUPE | SOLIS JR | 20050525 |
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| 173074 | 343626 | YRMA | DELAGARZA | GUERRA | 20050615 |

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| 695016 | 343837 | ARTURO | O | GONZALES | 20050617 |
| 715802 | 343872 | WILLIAM | CRAWFORD | DEASON | 20050617 |
| 794381 | 343873 | TAMMIE | B | ISIDRO | 20050617 |
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| 739829 | 343942 | NORMA | | RESENDEZ | 20050617 |
| 653699 | 343959 | FRANCISCO | GARCIA | REYES | 20050620 |
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| 854881 | 344221 | RUBEN | C | TURRUBIATES | 20050622 |
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| 738175 | 344304 | JOSE | V | CAMPOS | 20050622 |
| 669664 | 344322 | JESUS | MARIA | ISLAS JR | 20050622 |
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| 857332 | 344564 | JOSE | ALFREDO | SANCHEZ | 20050630 |
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| 716361 | 344581 | LAURA | A | MARTINEZ | 20050630 |
| 755193 | 344776 | ROSALINDA | | SALINAS | 20050701 |
| 748262 | 344911 | ERICA | | ROMAN | 20050706 |
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| 692455 | 345279 | JANIE | | CORTEZ | 20050721 |
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| 686853 | 347206 | MARY | JANE | CARLISLE | 20050831 |
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| 854550 | 349309 | SULEMA | | GOMEZ | 20050929 |
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| 705216 | 349575 | MARY | HELEN | YANEZ | 20051005 |
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| 884649 | 349610 | EDNA | ELIA | GLORIA | 20051005 |
| 638846 | 349667 | ALFONSO | GUADALUPE | DAVILA | 20051005 |
| 814064 | 349675 | KRYSTAL | DIANA | PENA | 20051005 |
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| 678391 | 349808 | AMANDA | G | REVELLE | 20051014 |
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| 841513 | 350299 | ELIZABETH | | ABAD | 20051019 |
| 706766 | 350309 | EFREN | | ESCAMILLA | 20051020 |
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| 714466 | 350370 | BLESILDA | VISITACION | CORONA | 20051020 |

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| 925605 | 350386 | CHRISTOPHER | | FREELAND | 20051020 |
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| 809166 | 350400 | EDGAR | TREVINO | CANTU | 20051020 |
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| 601792 | 351017 | MYRNA | J | ORNELAS | 20051027 |
| 676134 | 351030 | PETER | JACOB | BETANCOURT | 20051027 |
| 916655 | 351031 | DONALD | F | KURTH | 20051027 |
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| 657793 | 351203 | GILBERT | | QUIROZ | 20051101 |
| 867329 | 351221 | CAROLINA | | ESCAMILLA | 20051101 |
| 819912 | 351240 | REYMUNDO | | MENDOZA | 20051101 |
| 926783 | 351278 | DANIEL | | DE LOS SANTOS | 20051101 |
| 714501 | 351325 | MICHAEL | ANTHONY | GARZA | 20051101 |
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| 753786 | 351383 | MARC | ANTONIO | GUERRIER | 20051101 |
| 791663 | 351415 | EMMANUEL | OMAR | CASTILLO | 20051102 |
| 810804 | 351422 | JUAN | MANUEL | MARTINEZ | 20051102 |
| 912631 | 351447 | MARIA | DEL SOCORRO | SANCHEZ | 20051102 |
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| 676880 | 351552 | VERONICA | P | GARZA | 20051104 |
| 126531 | 351555 | CURTIS | EDWARD | TARVER | 20051104 |
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| 629855 | 351598 | JANNELL | C | HINOJOSA | 20051104 |
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| 773169 | 351801 | MARIO | ALBERTO | VARGAS | 20051110 |
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| 881758 | 351818 | MARIA | DEL CARMEN | VASQUEZ | 20051110 |
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| 810557 | 352109 | FRANCES | | YOUNG | 20051116 |
| 635417 | 352149 | CRISTINA | | MARTINEZ | 20051116 |
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| 815002 | 352624 | JACK | H | WARE | 20051130 |
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| 885702 | 352759 | ROSA | MARIA | NATERA | 20051130 |
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| 922638 | 353064 | JUAN | A | MARTINEZ | 20051209 |
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| 710458 | 353120 | DANETTE | | ROMERO | 20051209 |
| 868829 | 353187 | DELMA | LISA | ESCOBAR | 20051209 |
| 672741 | 353252 | MEDARDO | | DE LA GARZA JR | 20051209 |
| 680944 | 353306 | RUBY | | OSTIGUIN | 20051209 |
| 847458 | 353320 | IRMA | | TRUJILLO | 20051209 |
| 796663 | 353363 | ISELA | VERONICA | NAVARRO | 20051213 |

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| 767871 | 353659 | MICHELLE | | VECCHIO | 20051220 |
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| 793194 | 353722 | ANA | MARIA | CAVAZOS | 20051220 |
| 735605 | 353747 | ADA | MARIA | BRAVO | 20051220 |
| 862122 | 353768 | MARY | LOU | CANTU | 20051220 |
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| 886326 | 353794 | JOSE | JORGE | CASILLAS | 20051220 |
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| 763995 | 353831 | HELEN | KAY | NIELSEN | 20051220 |
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| 692625 | 353880 | CHRISTINA | MITCHELL | DUBAL | 20051220 |
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| 739597 | 353905 | JORGE | | LOPEZ | 20051220 |
| 642595 | 353912 | MARIA | ELENA | PALACIOS | 20051220 |
| 766208 | 353936 | MARIO | | RAMIREZ | 20051220 |
| 897155 | 353956 | HERICA | | RAMIREZ | 20051220 |
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| 844610 | 354022 | ALVARO | | DOMINGUEZ | 20051221 |
| 833203 | 354044 | NORMA | LINDA | BRAND | 20051221 |
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| 792577 | 354127 | ALMA | LETICIA | RUIZ | 20051228 |
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| 696153 | 354190 | CHRISTOPHER | C | DAHLQUIST | 20051230 |
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| 666226 | 354292 | ANDRES | | GARCIA | 20060111 |
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| 840416 | 354338 | ANGELO | CARMEN | PASCUCCI | 20060111 |
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| 882695 | 354504 | MARIVEL | | GONZALEZ | 20060111 |

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| 714042 | 357829 | ANDREA | BLANCA | GARZA | 20060308 |
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| 253608 | 358387 | MATTHEW | T | WILSON | 20060315 |
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| 158116 | 359365 | JOSE | V | CAMPOS | 20060331 |
| 868467 | 359386 | SONIA | MARIE | GONZALEZ | 20060331 |
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| 328550 | 359672 | MARIA | SYLVIA | CONLON | 20060406 |
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| 276529 | 364109 | JACOB | | DE LEON | 20060615 |
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| 232459 | 365269 | EVA | LUMAQUE | REYESTAN | 20060720 |
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| 319385 | 366956 | FERNANDO | | CHIMELY JR | 20060816 |
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| 252184 | 369148 | MARIA | L | VILLANUEVA | 20060927 |
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| 164586 | 371787 | JUAN | ANTONIO | SANDOVAL | 20061109 |
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| 420897 | 377300 | IRENE | D | PORTILLO | 20070215 |
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| 426656 | 385300 | PATRICIA | | AVILA | 20070627 |
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| 694167 | 385477 | JAIME | LEE | GONZALEZ | 20070711 |
| 581212 | 385498 | EVANGELINA | R | SANCHEZ | 20070711 |
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GOVERNMENT CODE
SUBTITLE E. JURIES
CHAPTER 61. GENERAL PROVISIONS

Sec. 61.001. REIMBURSEMENT OF EXPENSES OF JURORS AND PROSPECTIVE JURORS. (a) Except as provided by Subsection (c), a person who reports for jury service in response to the process of a court is entitled to receive as reimbursement for travel and other expenses an amount:

(1) not less than $6 for the first day or fraction of the first day the person is in attendance in court in response to the process and discharges the person's duty for that day; and

(2) not less than $40 for each day or fraction of each day the person is in attendance in court in response to the process after the first day and discharges the person's duty for that day.

(b) In preparing and approving the annual budget for a county, the commissioners court of the county shall determine the daily amount of reimbursement for expenses for a person who reports for jury service and discharges the person's duty. The amount of reimbursement for each day must be within the minimum and maximum amounts prescribed by this section and paid out of the jury fund of the county. The commissioners court may set different daily amounts of reimbursement for:

(1) grand and petit jurors; or

(2) different petit jurors based on:

(A) whether a juror serves in a small claims court, justice court, constitutional county court, county court at law, or district court; or

(B) any other reasonable criteria determined by the commissioners court.

(c) A person who reports for jury service in a municipal court is not entitled to reimbursement under this chapter, but the municipality may provide reimbursement for expenses to the person in an amount to be determined by the municipality.

(d) In a specific case, the presiding judge, with the agreement of the parties involved or their attorneys, may increase the daily amount of reimbursement for a person who reports for jury service in that case. The difference between the usual daily amount of reimbursement and the daily amount of reimbursement for a person who reports for jury service in a specific case shall be paid, in equal amounts, by the parties involved in the case.

(e) A check drawn on the jury fund by the district clerk of the county may be transferred by endorsement and delivery and is receivable at par from the holder for all county taxes.

(f) A reimbursement for expenses under this section is not a property right of a person who reports for jury service for purposes of Chapters 72 and 74, Property Code. If a check or other instrument representing a reimbursement under this section is not presented for payment or redeemed before the 90th day after it is issued:

(1) the instrument is considered forfeited and is void; and

(2) the money represented by the instrument may be placed in the county's jury fund, the county's general fund, or any other fund in which county funds can be legally placed, at the discretion of the commissioners court.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985. Amended by Acts 1987, 70th Leg., ch. 148, Sec. 2.79(a), eff. Sept. 1, 1987; Acts 1993, 73rd Leg., ch. 64, Sec. 1, eff. Aug. 30, 1993; Acts 1997, 75th Leg., ch. 758, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1119, Sec. 1, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 1136, Sec. 1, eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 1360, Sec. 1, eff. January 1, 2006.

Acts 2007, 80th Leg., R.S., Ch. 1378, Sec. 1, eff. September 1, 2007.

Sec. 61.0011. DEFINITION OF PERSON WHO REPORTS FOR JURY SERVICE. In this chapter, the term "person who reports for jury service" means a person who reports in person for duty on a grand jury or a petit jury, regardless of whether the person is selected to serve on the jury.

Added by Acts 2007, 80th Leg., R.S., Ch. 1378, Sec. 2, eff. September 1, 2007.

Sec. 61.0015. REIMBURSEMENT TO COUNTY. (a) The state shall reimburse a county $34 a day for the reimbursement paid under Section 61.001 to a person who reports for jury service in response

to the process of a court for each day or fraction of each day after the first day in attendance in court in response to the process.

(b) The commissioners court of a county entitled to reimbursement under this section may file a claim for reimbursement with the comptroller.

(c) The comptroller shall pay claims for reimbursement under this section quarterly to the county treasury of each county that filed a claim from money collected under Article 102.0045, Code of Criminal Procedure, and deposited in the jury service fund.

(d) If sufficient money described by Subsection (c) is not available to satisfy the claims for reimbursement filed by the counties under this section, the comptroller shall apportion the available money among the counties by reducing the amount payable to each county on an equal percentage basis.

(e) If a payment on a county's claim for reimbursement is reduced under Subsection (d), or if a county fails to file the claim for reimbursement in a timely manner, the comptroller shall:

(1) pay the balance owed to the county when sufficient money described by Subsection (c) is available; or

(2) carry forward the balance owed to the county and pay the balance to the county when the next payment is required.

Added by Acts 2005, 79th Leg., Ch. 1360, Sec. 2, eff. January 1, 2006.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1378, Sec. 3, eff. September 1, 2007.

Sec. 61.002. LIABILITY OF COUNTIES FOR PAYMENT OF JURY SERVICE. (a) If a civil case is moved by change of venue and tried in another county by a jury, the county in which the case was originally filed is liable for the payment of persons who report for jury service for the case.

(b) The commissioners court shall determine at each regular meeting if a civil case was tried by a jury in the county on a change of venue from another county since its last regular meeting.

(c) The commissioners court shall prepare an account against another county that is liable for the payment of persons who report for jury service in a case transferred on a change of venue. The account must show the number of days that each person who reported for jury service was in attendance in court in response to the process and discharged the person's duty and the amount paid as reimbursement under this chapter in the case.

(d) The county judge of the county in which the case was tried shall certify the correctness of the account and forward it for payment from the jury fund of the county in which the case was originally filed.

(e) This section does not apply to a civil case transferred by an order of the court based on a motion objecting to improper venue in the case under Rule 86, Texas Rules of Civil Procedure.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1378, Sec. 4, eff. September 1, 2007.

Sec. 61.003. DONATION OF REIMBURSEMENT.

Text of subsection as amended by Acts 2007, 80th Leg., R.S., Ch. 661, Sec. 1

(a) Each prospective juror reporting for jury service shall be personally provided a form letter that when signed by the prospective juror directs the county treasurer to donate all, or a specific amount designated by the prospective juror, of the prospective juror's daily reimbursement for jury service to:

(1) the compensation to victims of crime fund under Subchapter B, Chapter 56, Code of Criminal Procedure;

(2) the child welfare board of the county appointed under Section 264.005, Family Code;

(3) any program selected by the commissioners court that is operated by a public or private nonprofit organization and that provides shelter and services to victims of family violence; or

(4) any other program approved by the commissioners court of the county.

Text of subsection as amended by Acts 2007, 80th Leg., R.S., Ch. 1378, Sec. 5

(a) Each person who reports for jury service shall be personally provided a form letter that when signed by the person directs the county treasurer to donate all, or a specific amount

designated by the person, of the person's daily reimbursement under this chapter to:

(1) the compensation to victims of crime fund under Subchapter B, Chapter 56, Code of Criminal Procedure;

(2) the child welfare board of the county appointed under Section 264.005, Family Code;

(3) any program selected by the commissioners court that is operated by a public or private nonprofit organization and that provides shelter and services to victims of family violence; or

(4) any other program approved by the commissioners court of the county, including a program established under Article 56.04(f), Code of Criminal Procedure, that offers psychological counseling to jurors in criminal cases involving graphic evidence or testimony.

Text of subsection as added by Acts 2007, 80th Leg., R.S., Ch. 661, Sec. 1

(a-1) The form letter provided under Subsection (a) must include a blank in which a prospective juror may enter the amount of the daily reimbursement the juror wishes to donate.

Text of subsection as added by Acts 2007, 80th Leg., R.S., Ch. 1378, Sec. 5

(a-1) The form letter provided under Subsection (a) must include a blank in which a person may enter the amount of the daily reimbursement the person wishes to donate.

(b) The county treasurer or a designated county employee shall collect each form letter directing the county treasurer to donate the reimbursement of a person who reports for jury service.

(c) The county treasurer shall:

(1) send all donations made under Subsection (a)(1) to the comptroller, at the time and in the manner prescribed by the attorney general, for deposit to the credit of the compensation to victims of crime fund;

(2) deposit donations made to the county child welfare board under Subsection (a)(2) in a fund established by the county to be used by the child welfare board in a manner authorized by the commissioners court of the county; and

(3) send all donations made under Subsection (a)(3) or (a)(4) directly to the program specified on the form letter signed by the person who reported for jury service.

(d) Notwithstanding this section, a juror reimbursement donation program established before January 1, 1995, may solicit juror donations and provide all funds collected in the name of that program to the charities served by that program on January 1, 1995.

Added by Acts 1995, 74th Leg., ch. 329, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 875, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1313, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1423, Sec. 8.01, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 41, Sec. 1, eff. Sept. 1, 1999.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 661, Sec. 1, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 1378, Sec. 5, eff. September 1, 2007.

**AI-9164** **12.A.**

# FY08-09 Membership Dues
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Yvette Pacheco, PUBLIC DEFENDERS
**Department:** PUBLIC DEFENDERS
**Agenda Area:** Public Defender's Office

## Information

**CAPTION**

Request and approval to pay the FY08-09 renewal membership dues for Assistant Public Defender John M. Schulz in the amount of $50.00 to the Texas Criminal Defense Lawyers Association (T.C.D.L.A)

**BACKGROUND**

1) Funds ava. with in the budget
2) Acct. # 8-1100-412-30-085-003-0-810

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-412-30-085-003-0-810
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 5/6/2008 $750.00

## Attachments

Link: Affidavit

Link: Membership Renewal Notice

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/06/2008 11:15 AM | APRV |
| 2 | Andres Castro | Andres Castro | 05/09/2008 08:40 AM | APRV |
| 3 | Auditor's Office | Becky Morales | 05/09/2008 03:05 PM | APRV |
| 4 | Purchasing Department | | 05/09/2008 05:13 PM | NEW |

Form Started By: Yvette Pacheco — Started On: 05/05/2008 02:49 PM

Final Approval Date: 05/09/2008

**TO THE COUNTY AUDITOR**

**AFFIDAVIT FOR MEMBERSHIP DUES**

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

I, John Schulz, do hereby state that my membership in the Texas Criminal Defense Lawyers Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official / employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
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: John M. Schulz DATE: 5/15/08

TITLE: Assistant Public Defender

Before me Lurin Yvette Pacheco, a Notary Public, appeared John M. Schulz, and on his / hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

LURIN YVETTE PACHECO
Notary Public, State of Texas
My Commission Expires
November 14, 2009

Lurin Yvette Pacheco
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

COUNTY AUDITOR'S FORM: RE-CA-041
**REVISED: 02/2007**

**DEPARTMENT HEAD APPROVAL**

# TEXAS CRIMINAL DEFENSE LAWYERS ASSOCIATION

## MEMBERSHIP RENEWAL NOTICE

***Don't be left out of the 2008-2009 Membership Directory!***

John M. Schulz
100 E Cano St Ste 206
Edinburg, TX 78539-4548

**Membership Expires: 5/31/2008**
**TCDLA ID#:** 9854

## MEMBERSHIP CATEGORY

Please check appropriate category. Prices include one year of membership.

- ☐ Regular Member (renewal) **REG** • $150
- ☐ Voluntary Sustaining Member (required for TCDLA officers and directors) **VS** • $300
- ☐ TCDLA Past President Member **PPRES** • $50
- ☒ Public Defender Member (must be a PD employee) **PD** • $50
- ☐ Affiliate Member **AFF** • $50
  - ☐ Paralegal **PARAL** ☐ Investigator **INV** ☐ Expert **EXP** ☐ Other (law professors and other persons approved by the Board of Directors)
- ☐ Law Student Member **STU** • $20
- ☐ Sustaining Member (required for TCDLA Associate Directors) **SUS** • $200
- ☐ Distinguished Member (70+) **DIS** • $50
- ☐ I would like to donate to the TCDLEI scholarship, 501(c)(3) organization, in the amount of $ _____.

**Tax Notice:** $36 of your annual dues ($19 if a student member) is for a one year subscription to the VOICE for the Defense. Dues to TCDLA are not deductible as a charitable contribution but may be deducted as an ordinary business expense. The non-deductible portion of regular and initial membership dues is $39 in accordance with IRC sec. 6033.

## LAWYER LOCATOR

☐ Yes! Include me in the online lawyer locator.* You may list up to three practice areas in criminal defense law for public access.
(example: DWI, sexual assault, appeals)

_____ _____ _____

***Disclaimer:** TCDLA makes no promises, guarantees, or warranties regarding the attorneys listed on its Lawyer Locator. Said attorneys are TCDLA members who have requested inclusion on TCDLA's website to provide the public with choices for possible legal services. TCDLA expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose and non-infringement. Moreover, content contained on or made available through this website is not intended to and does not constitute legal advice and no attorney-client relationship is formed. The accuracy, completeness, adequacy or currency of the content is not warranted or guaranteed. Your use of information on the website or materials linked from the website is at your own risk.

## INFORMATION UPDATE

Please indicate below any changes to your address or contact information.

| | |
|---|---|
| Name: John M. Schulz | Company: Hidalgo County Public Defender's |
| Street: 100 E. Cano St. Ste. 206 | City, State, Zip: Edinburg, TX 78539 |
| Phone: (958) 239-0977 | Fax: (956) 292-7049 |
| Email: johnmschulz@hotmail.com | Website: |

**Communication Preferences (legislative, SDR's, seminars, events and other announcements related to criminal defense)**

- ☐ Exclude me from fax communication
- ☐ Exclude me from email communication

## PAYMENT METHOD

- ☐ Check payable to TCDLA
- ☐ Credit Card (Visa, Mastercard, Amex or Discover)

Credit Card Number _____ Expiration Date _____

Name on Card _____ Signature _____

## RENEW

- Mail completed form with payment to:
  **TCDLA Membership • 1707 Nueces Street • Austin, TX 78701**
- Renew online at **www.tcdla.com**
- Fax completed form with credit card to **512.469.9107**

TCDLA office use only: Amount: _____ Check/CC: _____

**AI-9179** **13.A.**

# Membership Dues-Texas Chief Deputies Association
# CC REGULAR

| | |
|---|---|
| **Date:** | 05/13/2008 |
| **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 and payment for the membership dues for Chief Deputy Anacleto Martinez to the Texas Chief Deputies Association in the amount of $24.00 (P.O. # 596690).

### BACKGROUND

The Texas Chief Deputies Association is orgainzed to achieve following two objectives:

(1) Promoting cooperation and communication between law enforcement agencies in the State of Texas

(2) Promoting the exchange of ideas and information among law enforcement so that the safety and well being of the citizens of the State of Texas will be assured.

## Fiscal Impact

## Attachments

Link: Texas Chief Deputies Association

## Form Routing/Status

| | |
|---|---|
| Form Started By: Monica Hinojosa | Started On: 05/06/2008 04:06 PM |
| Final Approval Date: 05/09/2008 | |

# Texas Chief Deputies Association

**DATE:** May 06, 2008

**The Texas Chief Deputies Association invites all Chief Deputies (active or retired) and Sheriff's to become active members. Other Peace Officers may join as associate members upon the recommendation of an active member**

Are you a New Member_____ or are you renewing yes ?

Will you be an Active Member yes or an Associate Member_____ as defined above?

NAME: Anacleto "Sonny" Martinez

D.O.B.: 02/27/50 S.S.N.: 454-78-6017 TCLEOSE PID: 43 487

TITLE: Chief Deputy DEPT.: Hidalgo County Sheriff's Offic

ADDRESS: 711 El Cibolo Rd CITY: Edinburg ZIP: 78539

PHONE: 956-393-6002 FAX: 956-393-66179

E-MAIL ADDRESS: amartinez@hidalgoso.org

Recommended By:_____

**MEMBERSHIP DUES - $24.00 ANNUALLY**

REMIT TO: TEXAS CHIEF DEPUTIES ASSOCIATION
ATTN: Cheryl Martin, Treasurer
201 N. Main - Room 113
**Andrews, Texas 79714**

# Purchase Order

# COUNTY OF HIDALGO

PO#: 596690

DATE: 01/07/08



VENDOR: 329495 REQ:00124144

Email:

Phone:

TEXAS CHIEF DEPUTIES ASSOCIATION
ATTN: CHERYL MARTIN
201 N. MAIN - ROOM 113
ANDREWS TX 79714

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:

**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.

EXECUTIVE BRANCH REQ.
ADMINISTRATION
REQUESTED BY: M. HINOJOSA
PHONE # : 393-6024

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 1 | YEAR | ANNUAL MEMBERSHIP DUES FOR CHIEF DEPUTY ANACLETO MARTINEZ TO THE TEXAS CHIEF DEPUTIES ASSOCIATION FOR 2008. | 24.00 | 24.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | Total | | 24.00 |
| | | ********** | | |
| | | For Hidalgo County use only | | |
| | | 8-1100-421-00-280-001-0-810 24.00 | | |
| | | Approved | | |
| | | ---------- | | |

**Authorized by:** Martha L. Salazar

**AI-9209** **14.A.**

# Road ROW Transfer from County to TxDot
# CC REGULAR

**Date:** 05/13/2008
**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 County Judge to execute Special Warranty Deed for the FM 2128 Project for the purpose of requesting reimbursement from the Texas Department of Transportation.

**BACKGROUND**

## Fiscal Impact

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

**BUDGETARY IMPACT:**

No budgetary Impact

## Attachments

Link: Special Warranty Deed
Link: Condemnation Documents
Link: Exhibit A

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/08/2008 09:03 AM | APRV |
| 2 | Dale Kennan | Dale Kennan | 05/08/2008 09:55 AM | APRV |
| 3 | Auditor's Office | Becky Morales | 05/09/2008 03:05 PM | APRV |
| 4 | Purchasing Department | | 05/09/2008 05:13 PM | NEW |

Form Started By: Sandra Garcia — Started On: 05/07/2008 02:53 PM

Final Approval Date: 05/09/2008

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

# SPECIAL WARRANTY DEED

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**WHEREAS**, the Texas Transportation Commission has been authorized under the Texas Transportation Code Chapters 203, 224, and 361 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary and convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and including the acquisition of such other property rights deemed necessary for the purposes of operating a designated state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled access facilities, as well as facilitating the construction, maintenance and operation of designated controlled access highways and turnpike projects;

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That, COUNTY OF HIDALGO, a Texas Political Subdivision, State of Texas, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of TEN AND N0/100THS Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," and subject to the Exceptions to Conveyance and Warranty described in Exhibit "B" both of which are attached hereto and incorporated herein for any and all purposes.

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: None.

Grantor reserves all of the oil, gas and sulphur and other minerals in and under said land but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

**TO HAVE AND TO HOLD** the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantor does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof

when the claim is by, through or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Warranty attached hereto as Exhibit "B".

**IN WITNESS WHEREOF,** this instrument is executed on this the _____ day of _____, 2008.

COUNTY OF HIDALGO, TEXAS

By:_____
J.D. Salinas, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

**Acknowledgement**

State of Texas §
County of Hidalgo §

This instrument was acknowledged before me on the _____ day of _____, 2008, by J.D. Salinas, County Judge of Hidalgo County, Texas, a political Subdivision of the State of Texas on behalf of said political subdivision.

_____
Notary Public's Signature

**EXHIBIT 'A'**

Being 60,476 square feet of land more or less, situated in Hidalgo County, Texas and being a part or portion of Lot 4, Triple "E" Subdivision, (Map Reference: Vol. 41, Pages 67-68, H.C.M.R.) and Lot 6 Section 267, Texas Mexican Railway Company Survey, (Map Reference: Vol. 1, Page 20, H.C.M.R.) and being a part or portion of a tract of land conveyed to Delicia Espinoza in a document recorded in Volume 1697, Page 841, Dated November 20, 1980 of the Hidalgo County Deed Records and by Decree of Divorce under Document No. 1014999, Dated October 9, 2001, Official Records, Hidalgo County, Texas and said 60,476 square feet also being more particularly described by metes and bounds as follows;

COMMENCING on a 1/2" iron rod found on the southwest corner of Lot 1, Triple "E" Subdivision and the East right-of-way line of Tower Road; THENCE as follows;

N 08° 56' 10" E [N 09° 31' 00" E] , along the East right-of-way line of Tower Road, a distance of 985.45 feet to a 1/2" iron rod set. THENCE, N 53° 45' 21" E, a distance of 35.36 feet to a 1/2" iron rod set. THENCE, S 81° 04' 24" E [S 80° 57' 30" E) along the south right-of-way line of FM 2128, a distance of 12.14 feet to a 1/2" iron rod set with aluminum disk, for the northwest corner of this tract and the POINT OF BEGINNING;

(1) Thence, continuing along the South right-of-way line of FM 2128 in an easterly direction., S 81° 04' 24" E [S 80° 57' 30" E], a distance of 237.93 feet to a 1/2" iron rod set;

(2) Thence, along the East line of Lot 4, Triple "E" Subdivision in a northerly direction, N 08° 56' 10" E [N 09° 31' 00" E], a distance of 10.03 feet to a 1/2" iron rod set;

(3) Thence, along the south right-of-way line of Richardson Road in a easterly direction, S 81° 04' 24" E [S 80° 57' 30" E] a distance of 341.54 feet to a 1/2" iron rod set with aluminum disk for the northeast corner of this tract.

(4) Thence, continuing in a southwesterly direction a curve to the left with a radius of 235.00 feet, a tangent of 49.31 feet, a delta of 23° 42' 05" a chord length of 96.52 feet, and curve length of 97.21 feet to a 1/2" iron rod set with aluminum disk for the inner corner of this tract,

(5) Thence, S 06° 20' 33" W, a distance of 40.24 feet to a 1/2" iron rod set with aluminum disk for the most inner corner of this tract.

(6) Thence, continuing in a southeasterly direction a curve to the right with a radius of 825.00 feet, a tangent of 83.89 feet, a delta of 11° 36' 43" a chord length of 166.91 feet, and a curve length of 167.20 to a 1/2" iron rod set with aluminum disk for the outer corner of this tract.

(7) Thence, S 70° 49' 09" E, a distance of 43.90 feet to a 1/2" iron rod set with aluminum disk to the north right of way line of SH 107 for the southeast corner of this tract.

(8) Thence, continuing in a southwesterly direction along the existing north right of way line of SH 107 a curve to the left with a radius of 1558.70 feet, a tangent of 90.12 feet, a delta of 06° 37' 04" a chord length of 179.93 feet, and a curve length of 180.03 to a 1/2" iron rod set with aluminum disk for the southwest corner of this tract.

(9) Thence, N 16° 18' 47" E, a distance of 42.88 feet to a 1/2" iron rod set with aluminum disk for the most inner northwest corner of this tract.

(10) Thence, continuing in a northwesterly direction a curve to the left with a radius of 705.00 feet, a tangent of 318.10 feet, a delta of 48° 34' 12" a chord length of 579.90 feet, and a curve length of 597.63 feet to the POINT OF BEGINNING and containing 60,476 square feet of land, more or less,

Note: The Point of Beginning of this description has coordinates of X = 1117621.1821 and Y = 16634710.9490; All bearings are based Texas State Plane Coordinate System, NAD 83 (1.993 Adj.), South Zone 4205. All coordinates shown are surface and may be converted to grid by dividing by TxDOT conversion factor of 1.0000400.

This Company does not represent that the acreage and/or square footage calculations are correct.

**EXHIBIT "B"**

**EXCEPTIONS TO CONVEYANCE AND WARRANTY**

1. Easement for RIGHT-OF-WAY granted to SOUTHWESTERN BELL TELEPHONE COMPANY, as set forth in instrument recorded in Volume 727, Page 185, Deed Records, Hidalgo County, Texas.

2. Easement for RIGHT-OF-WAY granted to STATE OF TEXAS, as set forth in instrument recorded in Volume 984, Page 532, Deed Records, Hidalgo County, Texas.

3. Subject to any portion of subject property described herein lying within canal right of way.

4. Easements, Rules, Regulations and Rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 1.

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

# HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Date: 7-06-04

County: Hidalgo

Parcel: 24

Federal Project No.:
ROW CSJ No: 2450-01-017

Highway: FM 2128
From: US 281
To: SH 107

Dear, Ms Espinosa,

As you know, it is necessary for the State of Texas acting through the Texas Department of Transportation, to construct a highway which requires the purchase of your property referred to above. The County of Hidalgo via an executed agreement between the State and the County has agreed to acquire the needed ROW in the name of the State. Inasmuch as negotiations to purchase this property have not been successful to date, a final offer is hereby submitted to you. According to authorization by the Hidalgo County Commissioners' Court a total sum of $90,000.00 is offer for the required property rights, save and except oil, gas and sulphur rights with no right of exploration on the above described property, subject to clear title being secured. Any compensation that may be due to you from this Department's Relocation Assistance Program is not included in this offer because such funds are paid to eligible persons separately.

If you desire to accept this offer, please advise us as soon as possible. If this offer is not accepted within 10 days from the date of this letter, it must be considered as having been rejected. If you elect to reject this offer, eminent domain proceeding will be initiated by the by the County on behalf of the State. Thereafter, the Court will appoint three disinterested freeholders to serve as Special Commissioners, a date will be set for a hearing and you will be notified of the time and place set for the hearing at which the Special Commissioners will hear the evidence presented and arrive at an award which will be filed with the Court. The County may then deposit the amount of the award with the Court, at which time the County, the State or its assignees will be entitled to take possession of the property involved. After the deposit is made you may withdraw your share of the award. If the award exceeds the amount of any subsequent judgment, you are required to repay the County the excess amount and any excess amount not repaid to the County may be deducted from eligible payments, if any due to you as the property owner under the Texas Department of Transportation's Relocation Assistance Program. If either you or the County or the State is dissatisfied with the amount of the award, objections may be filed within the time prescribed by law and the case subsequently tried before the Court as are other civil cases.

Sincerely,

J. Benito Rodriguez
Right of Way Agent

902 N. Doolittle ★ Edinburg, Texas 78541 ★ (956) 318-2642 ★ Fax (956) 318-2639 ★ hidcorow@hotmail.com

# Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

May 15, 2006

Mr. Joe N. Pena
Hidalgo County ROW Manager
902 North Doolittle
Edinburg, Texas 78539

RE: Concurrence of Settlement
CSJ: 2450-01-017
FM 2128
From: US Highway 281 to SH 107
Parcel 24

Dear Mr. Pena,

After reviewing the memorandum of settlement pursuant to the mediation hearing conducted on February 23, 2006, between the County of Hidalgo, on behalf of the State of Texas and Ms. Delicia Espinosa, owner of the above captioned parcel and project, we concur with the settlement amount of $160,000 as full settlement for the acquisition of said parcel. Furthermore, we concur with those items in attachment "Exhibit A" to the memorandum dated February 12, 2006, outlining each party's responsibilities pursuant to this agreement.

Please proceed with the acquisition of said parcel contingent on those items outlined under the memorandum of agreement attached to your letter dated May 12, 2006.

Should you have any questions or comments please feel free to call me at (956) 702-6174.

Sincerely,

Luana M. Gonzalez

Luana M. Gonzalez
Pharr District ROW Administrator

LMG:rj
Cc: Comm. Oscar Garza, Jr.
Benito Rodriguez, Right of Way Agent
File

RECEIVED
MAY 19 2006
BY:

Cause No. COM-1403-E; *Hidalgo County, Texas, Department Right-of-Way vs. Delicia Espinoza*; In the County Court No. 5 of Hidalgo County, Texas

# -MEMORANDUM OF SETTLEMENT-

This is a Memorandum of Agreement pursuant to a mediation conducted on February 23, 2006.

The signatories hereto, having submitted the facts and issues to the mediator, Israel Ramon, Jr. have fully and completely resolved the dispute as follows: See Exhibit "A" attached hereto.

Dated and Signed on February 23, 2006.

HIDALGO COUNTY DEPARTMENT OF RIGHT-OF-WAY, By: Joe Pena, *PLAINTIFF*

DELICIA ESPINOZA, *DEFENDANT*

TEXAS DEPARTMENT OF TRANSPORTATION, By: J. Benito Rodriguez , *PLAINTIFF*

XAVIER ORNELAS, *Attorney for DEFENDANT*

GREGORY S. KAZEN, *Attorney For PLAINTIFFS*

# EXHIBIT "A"

1. Each party shall sign all documents necessary to effectuate this agreement;
2. Each party shall pay their own litigation and attorney fees, and costs of court and indemnify each other from said fees and costs.
3. Each party agrees to dismiss all pending litigation upon the satisfaction of all conditions in this agreement. No party to this agreement shall at any time hereafter make any claims against the other, institute any lawsuit against the other or make any demands for payment from the other for any alleged reason or causes arising out of the facts and issues of the matter herein. Each party releases the other from any and all claims and/or liability arising from this matter. This agreement is final and binding upon any and all parties to this matter and is enforceable in any court of law of general jurisdiction.
4. Attorney Gregory Kazen shall prepare all formal settlement documents to effectuate this agreement.
5. This agreement is subject to the approval of the Hidalgo County Commissioners and the Texas Department of Transportation
6. The Plaintiffs shall pay the Defendant Delicia Espinoza and her attorney the total sum of $160,000.00 and the Defendant shall sign any documents to effectuate transfer of fee simple title to the property in dispute that has been condemned.
7. This Agreement is subject to the negotiation by the parties of the approval of entrances on Highway 2128 and 107.
8. Both parties to the lawsuit state that they executed the same as their free and voluntary act and deed after having it fully explained to them by their lawyers, and after having read it fully, and after realizing the effect thereof and that the same was executed by them without any threat, force, fraud, duress, undue influence or representations of any kind by any person whomsoever; other than what is stated herein; and that at the time of signing of this agreement, they are completely sober, sane, capable of understanding the character of their acts and deeds and are in complete charge of all their faculties and capable of executing this instrument and of understanding the significance of their acts. Both sides represent that they are completely satisfied with the advice and assistance of their attorneys.
9. This agreement shall be approved and closed no later than April 24, 2006.

HIDALGO COUNTY DEPARTMENT OF RIGHT-OF-WAY, By: Joe Pena, *PLAINTIFF*

DELICIA ESPINOZA, *DEFENDANT*

TEXAS DEPARTMENT OF TRANSPORTATION, By: J. Benito Rodriguez , *PLAINTIFF*

XAVIER ORNELAS, *Attorney for DEFENDANT*

GREGORY S. KAZEN, *Attorney For PLAINTIFFS*

ATLAS & HALL, L.L.P.
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
818 W. PECAN
MCALLEN, TEXAS 78501
TEL. (956) 682-5501 FAX (956) 686-6109

Website: www.atlashall.com
E-mail: info@atlashall.com

STARR COUNTY OFFICE
200 N. BRITTON AVE.
RIO GRANDE CITY, TEXAS 78582
TEL. (956) 488-1896
FAX (956) 488-6482

April 9, 2007

Hidalgo County Right of Way Department
Attention: Benito Rodriguez
509 E. Earling Road
San Juan, Texas 78589

**HAND DELIVERED**

Re: Judgment against Delicia Espinoza
Parcel 24, FM 2128 Project

Dear Benny:

With regard to the above-referenced matter, enclosed please find the original Owner Policy of Title Insurance issued by Edwards Abstract and Title Co. which reflects Hidalgo County, Texas as the named insured in the amount of $160,000.00. The policy has been issued effective the date of the judgment, August 22, 2006.

Thank you for your cooperation in this matter. If you should have any questions, please do not hesitate to contact me.

Very truly yours

ATLAS & HALL, L.L.P.

By: Mercedes Salinas Espinosa

MSE/ram
Enclosure

If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions and Stipulations.

Visit our World-Wide Web site at: http://www.stewart.com

**OWNER'S POLICY OF TITLE INSURANCE ISSUED BY**

stewart®
title guaranty company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or material having its inception on or before Date of Policy;
4. Lack of a right of access to and from the land.
5. Lack of good and indefeasible title.

The Company also will pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the date of Policy shown in Schedule A.

Stewart Morris Jr.
Chairman of the Board

stewart® title guaranty company

Malcolm S. Morris
President

Countersigned:
Authorized Countersignature

STEWART TITLE GUARANTY INCORPORATED 1908 TEXAS

EDWARDS ABSTRACT AND TITLE CO.
Company

EDINBURG, TEXAS
City, State

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking that has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy;

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of unmarketability of the title.

5. Any claim, which arises out of the transaction vesting in the person named in paragraph 3 of Schedule A the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or other state of federal creditors' rights laws, that is based on either (i) the transaction creating the estate or interest Insured by this Policy being deemed a fraudulent conveyance or fraudulent transfer or a voidable distribution or voidable dividend, (ii) the subordination or recharacterization of the estate or interest insured by this Policy as a result of the application of the doctrine of equitable subcoordination, or (iii) the transaction creating the estate or interest insured by this Policy being deemed a preferential transfer except where the preferential transfer results from the failure of the Company or its issuing agent to timely file for record the instrument of transfer to the insured after delivery or the failure of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Policy Codes: 1000

# SCHEDULE A

GF NO.: **747029** Policy Date: **August 22, 2006** at **4:20 P.M.**
Owner Policy No.: **O-5841-292132**

Policy Amount: **One Hundred Sixty Thousand dollars and Zero cents- ($160,000.00)**

Premium: **($1,202.00)**

1. Name of Insured:

   HIDALGO COUNTY, TEXAS

2. The estate or interest in the land that is covered by this policy is:

   **Fee Simple**

3. Title to the estate or interest in the land is insured as vested in:

   HIDALGO COUNTY, TEXAS

4. The land referred to in this policy is described as follows:

**SEE EXHIBIT ATTACHED**

Policy Codes: 1000

## EXHIBIT 'A'

Being 60,476 square feet of land more or less, situated in Hidalgo County, Texas and being a part or portion of Lot 4, Triple "E" Subdivision, (Map Reference: Vol. 41, Pages 67-68, H.C.M.R.) and Lot 6 Section 267, Texas Mexican Railway Company Survey, (Map Reference: Vol. 1, Page 20, H.C.M.R.) and being a part or portion of a tract of land conveyed to Delicia Espinoza in a document recorded in Volume 1697, Page 841, Dated November 20, 1980 of the Hidalgo County Deed Records and by Decree of Divorce under Document No. 1014999, Dated October 9, 2001, Official Records, Hidalgo County, Texas and said 60,476 square feet also being more particularly described by metes and bounds as follows;

COMMENCING on a 1/2" iron rod found on the southwest corner of Lot 1, Triple "E" Subdivision and the East right-of-way line of Tower Road; THENCE as follows;

N 08° 56' 10" E [N 09° 31' 00" E] , along the East right-of-way line of Tower Road, a distance of 985.45 feet to a 1/2" iron rod set. THENCE, N 53° 45' 21" E, a distance of 35.36 feet to a 1/2" iron rod set. THENCE, S 81° 04' 24" E [S 80° 57' 30" E) along the south right-of-way line of FM 2128, a distance of 12.14 feet to a 1/2" iron rod set with aluminum disk, for the northwest corner of this tract and the POINT OF BEGINNING;

(1) Thence, continuing along the South right-of-way line of FM 2128 in an easterly direction., S 81° 04' 24" E [S 80° 57' 30" E], a distance of 237.93 feet to a 1/2" iron rod set;

(2) Thence, along the East line of Lot 4, Triple "E" Subdivision in a northerly direction, N 08° 56' 10" E [N 09° 31' 00" E], a distance of 10.03 feet to a 1/2" iron rod set;

(3) Thence, along the south right-of-way line of Richardson Road in a easterly direction, S 81° 04' 24" E [S 80° 57' 30" E] a distance of 341.54 feet to a 1/2" iron rod set with aluminum disk for the northeast corner of this tract.

(4) Thence, continuing in a southwesterly direction a curve to the left with a radius of 235.00 feet, a tangent of 49.31 feet, a delta of 23° 42' 05" a chord length of 96.52 feet, and curve length of 97.21 feet to a 1/2" iron rod set with aluminum disk for the inner corner of this tract,

(5) Thence, S 06° 20' 33" W, a distance of 40.24 feet to a 1/2" iron rod set with aluminum disk for the most inner corner of this tract.

(6) Thence, continuing in a southeasterly direction a curve to the right with a radius of 825.00 feet, a tangent of 83.89 feet, a delta of 11° 36' 43" a chord length of 166.91 feet, and a curve length of 167.20 to a 1/2" iron rod set with aluminum disk for the outer corner of this tract.

(7) Thence, S 70° 49' 09" E, a distance of 43.90 feet to a 1/2" iron rod set with aluminum disk to the north right of way line of SH 107 for the southeast corner of this tract.

(8) Thence, continuing in a southwesterly direction along the existing north right of way line of SH 107 a curve to the left with a radius of 1558.70 feet, a tangent of 90.12 feet, a delta of 06° 37' 04" a chord length of 179.93 feet, and a curve length of 180.03 to a 1/2" iron rod set with aluminum disk for the southwest corner of this tract.

(9) Thence, N 16° 18' 47" E, a distance of 42.88 feet to a 1/2" iron rod set with aluminum disk for the most inner northwest corner of this tract.

(10) Thence, continuing in a northwesterly direction a curve to the left with a radius of 705.00 feet, a tangent of 318.10 feet, a delta of 48° 34' 12" a chord length of 579.90 feet, and a curve length of 597.63 feet to the POINT OF BEGINNING and containing 60,476 square feet of land, more or less,

Policy Codes: 1000

Note: The Point of Beginning of this description has coordinates of X = 1117621.1821 and Y = 16634710.9490; All bearings are based Texas State Plane Coordinate System, NAD 83 (1.993 Adj.), South Zone 4205. All coordinates shown are surface and may be converted to grid by dividing by TxDOT conversion factor of 1.0000400.

This Company does not represent that the acreage and/or square footage calculations are correct.

GF No. 747029 Owner Policy No. O- 5841-292132

## SCHEDULE B

## EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any, shown in Schedule A, and the following matters:

1. ~~The following restrictive covenants of record itemized below, (the Company must either insert specific recording data or delete this exceptions):~~

   This exception is hereby deleted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.

4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,

   a) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or

   b) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or

   c) to filled-in lands, or artificial islands, or

   d) to statutory water rights, including riparian rights, or

   e) to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.

5. Standby fees, taxes and assessments by any taxing authority for the year 2007 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception.):

   a) All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instrument recorded in Volume 1299, Page 870, Deed Records, Hidalgo County, Texas.

   b) Note: Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.

   c) Easement for RIGHT-OF-WAY granted to SOUTHWESTERN BELL TELEPHONE COMPANY, as set forth in instrument recorded in Volume 727, Page 185, Deed Records, Hidalgo County, Texas.

   d) Easement for RIGHT-OF-WAY granted to STATE OF TEXAS, as set forth in instrument recorded in Volume 984, Page 532, Deed Records, Hidalgo County, Texas.

e) Subject to any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.

f) Subject to any portion of subject property described herein lying within canal right of way.

g) Easements, Rules, Regulations and Rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 1.

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

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

EDWARDS ABSTRACT AND TITLE CO.

BY: _____
Authorized Countersignature

# STEWART TITLE GUARANTY COMPANY

## Privacy Policy Notice

## PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **STEWART TITLE GUARANTY COMPANY**.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to nonaffiliated companies that perform services on our behalf.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Some states give you the right to access and correct nonpublic personal information. You may contact us in writing at our Home Office, if your state law gives you this right.

FT (8/2005)

# Edwards Abstract and Title Co.

## PRIVACY POLICY NOTICE

## PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Edwards Abstract and Title Co..

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to nonaffiliated companies that perform services on our behalf.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A;

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy at the date the insured claimant is required to furnish to Company a proof of loss or damage in accordance with Section 5 of these Conditions and Stipulations.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy and improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorney's fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorney's fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels that are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, all as insured, or takes action in accordance with Section 3 or Section 6, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE: REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies that the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that provide for subrogation rights by reason of this policy.

ATLAS & HALL, L.L.P.
ATTORNEYS AT LAW
WEBSITE www.atlashall.com
PROFESSIONAL ARTS BUILDING • 818 PECAN
P.O. BOX 3725
McALLEN, TEXAS 78502-3725
TELEPHONE (956) 682-5501
FAX (956) 686-6109

October 13, 2006

Mr. Joe Pena, Director
Hidalgo County Right-of-Way Department
509 E. Earling Rd,
San Juan, Texas 78589

Via Regular Mail

***Re: Cause No. Con-1403-E; Hidalgo County, Texas, Department Right-Of-Way vs. Delicia Espinoza; In the County Court at Law No. 5 of Hidalgo County, Texas***

Dear Mr. Pena:

Enclosed please find the recorded original certified agreed judgement and the recorded original Release of Lis Pendens which were mailed to our office by the Hidalgo County Clerk.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

ATLAS & HALL, L.L.P.

By: Gregory S. Kazen

GSK/ybo

Enclosure




Hidalgo County
Eddy Trevino
County Clerk
Edinburg,TX 78540

**Instrument Number: 2006-1654159**

As

**Recorded On: August 22, 2006** **Recording**

**Parties:** **Billable Pages: 12**

**To** **Number of Pages: 13**

**Comment: RELEASE LIS PENDENS**

**** Examined and Charged as Follows: ****

| | |
|---|---|
| Recording | 60.00 |
| **Total Recording:** | **60.00** |

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2006-1654159
Receipt Number: 791668
Recorded Date/Time: August 22, 2006 04:22P

User / Station: I Leal - Cash Station 02

**Record and Return To:**

ATLAS & HALL
P.O. BOX 3725
ATTN: GREGORY S KAZAN
MCALLEN TX 78502-3725

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Eddy Trevino
County Clerk
Hidalgo County, TX

1654139

CAUSE NO. CON-1403-E

| | | |
|---|---|---|
| HIDALGO COUNTY, TEXAS, DEPARTMENT OF RIGHT-OF-WAY | § | IN THE COUNTY COURT |
| VS. | § | AT LAW NO. 5 |
| DELICIA ESPINOZA | § | OF HIDALGO COUNTY, TEXAS |

**RELEASE OF LIS PENDENS**

Effective Date: May 25, 2006

Notice of Lis Pendens:

Date: October 1, 2004

Litigation: Cause No. Con-1403-E; Hidalgo County, Texas, Department Right-Of-Way vs. Delicia Espinoza; In the County Court at Law No. 5 of Hidalgo County, Texas

Defendant:

Delicia Espinoza, 5222 E. State Highway 107, Edinburg, Hidalgo County, Texas 78540-1078.

Property: Real property situated in Hidalgo County, Texas and described on the attached Exhibit "A", incorporated herein by reference as if fully set out.

Recording Information on Lis Pendens:

Document Number 1387938 in the Official Records on file in the Office of the County Clerk of Hidalgo County, Texas

The dispute between the Hidalgo County, Texas, Department of Right-of-Way and Delicia Espinoza concerning the Property was mediated and settled, and an Agreed Judgment, a copy of which is attached hereto as Exhibit "B", was filed, ending the Litigation, on or about May 25, 2006. This Release of Lis Pendens is executed and recorded in order to confirm Plaintiffs' release of the lis pendens on the Property as of the Effective Date.

Executed as of the Effective Date.

ATLAS & HALL, L.L.P.
Attorneys at Law
P. O. Drawer 3725
McAllen, Texas 78502
Telephone No. (956) 682-5501
Telecopier No. (956) 686-6109

By: _____
Gregory S. Kazen
State Bar I.D. No. 24007469

Special Attorneys for Commissioners Court

**ACKNOWLEDGMENT**

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Gregory S. Kazen, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office ~~July 6~~ August 22, 2006.

YESENIA B. OLAZARAN
Notary Public, State of Texas
My Commission Expires
06-24-2010

_____
YESENIA B. OLAZARAN

Notary Public in and for Hidalgo County, Texas

AFTER RECORDING RETURN TO:

ATLAS & HALL, L.L.P.
Attention: Gregory S. Kazen
P. O. Box 3725
McAllen, Texas 78502-3725

Survey Date: October 30, 2000
Revision Date: July 24, 2003




County: HIDALGO
Highway: FM 2128 (Richardson Road)
ROW CSJ: 2450-01-017

Parcel 24
Property Description

Being 60,476 square feet of land more or less, situated in Hidalgo County, Texas and being a part or portion of **Lot 4, Triple "E" Subdivision,** (Map Reference: Vol. 41, Pages 67-68, H.C.M.R.) and **Lot 6 Section 267, Texas Mexican Railway Company Survey,** (Map Reference: Vol. 1, Page 20, H.C.M.R.) and being a part or portion of a tract of land conveyed to **Delicia Espinoza** in a document recorded in Volume 1697, Page 841, Dated November 20, 1980 of the Hidalgo County Deed Records and by Decree of Divorce under Document No. 1014999, Dated October 9, 2001, Official Records, Hidalgo County, Texas and said 60,476 square feet also being more particularly described by metes and bounds as follows;

**COMMENCING** on a ½" iron rod found on the southwest corner of Lot 1, Triple "E" Subdivision and the East right-of-way line of Tower Road; THENCE as follows;

N 08°56'10" E [N 09°31'00" E], along the East right-of-way line of Tower Road, a distance of 985.45 feet to a ½" iron rod set. THENCE, N 53°45'21" E, a distance of 35.36 feet to a ½" iron rod set. THENCE, S 81°04'24" E [S 80°57'30" E] along the south right-of-way line of FM 2128, a distance of 12.14 feet to a ½" iron rod set with aluminum disk, for the northwest corner of this tract and the **POINT OF BEGINNING;**

(1) Thence, continuing along the South right-of-way line of FM 2128 in an easterly direction, S 81°04'24" E [S 80°57' 30" E], a distance of 237.93 feet to a ½" iron rod set;

(2) Thence, along the East line of Lot 4, Triple "E" Subdivision in a northerly direction, N 08°56'10" E [N 09°31'00" E], a distance of 10.03 feet to a ½" iron rod set;

(3) Thence, along the south right-of-way line of Richardson Road in a easterly direction, S 81°04'24" E [S 80°57'30" E] a distance of 341.54 feet to a ½" iron rod set with aluminum disk for the northeast corner of this tract.

(4) Thence, continuing in a southwesterly direction a curve to the left with a radius of 235.00 feet, a tangent of 49.31 feet, a delta of 23°42'05" a chord length of 96.52 feet, and curve length of 97.21 feet to a ½" iron rod set with aluminum disk for the inner corner of this tract.

(5) Thence, S 06° 20' 33" W, a distance of 40.24 feet to a ½" iron rod set with aluminum disk for the most inner corner of this tract.

(6) Thence, continuing in a southeasterly direction a curve to the right with a radius of 825.00 feet, a tangent of 83.89 feet, a delta of 11°36'43" a chord length of 166.91 feet, and a curve length of 167.20 to a ½" iron rod set with aluminum disk for the outer corner of this tract.

(7) Thence, S 70° 49' 09" E, a distance of 43.90 feet to a ½" iron rod set with aluminum disk to the north right of way line of SH 107 for the southeast corner of this tract.

(8) Thence, continuing in a southwesterly direction along the existing north right of way line of SH 107 a curve to the left with a radius of 1558.70 feet, a tangent of 90.12 feet, a delta of 06°37'04" a chord length of 179.93 feet, and a curve length of 180.03 to a ½" iron rod set with aluminum disk for the southwest corner of this tract.

(9) Thence, N 16° 18' 47" E, a distance of 42.88 feet to a ½" iron rod set with aluminum disk for the most inner northwest corner of this tract.

(10) Thence, continuing in a northwesterly direction a curve to the left with a radius of 705.00 feet, a tangent of 318.10 feet, a delta of 48°34'12" a chord length of 579.90 feet, and a curve length of 597.63 feet to the **POINT OF BEGINNING** and containing 60,476 square feet of land, more or less.

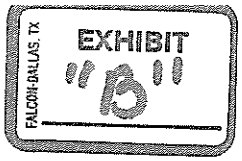
Note: The Point of Beginning of this description has coordinates of X = 1117621.1821 and Y = 16634710.9490; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.0000400;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

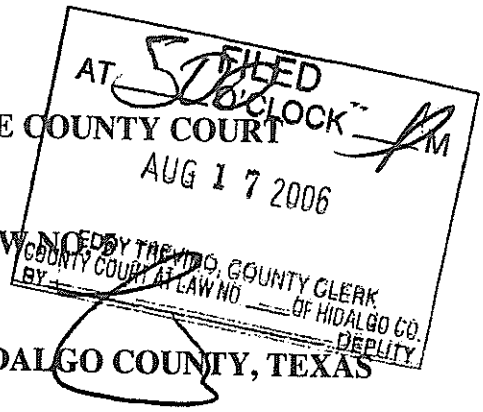
3-23-04

William [illegible] Nargum, R.P.L.S. Date
Texas Registration No. 4442

R.P.L.S. SEAL




CAUSE NO. CON-1403-E




| | | |
|---|---|---|
| HIDALGO COUNTY, TEXAS, DEPARTMENT OF RIGHT-OF-WAY | § | IN THE COUNTY COURT |
| | § | |
| | § | |
| VS. | § | AT LAW NO. |
| | § | |
| | § | |
| DELICIA ESPINOZA | § | OF HIDALGO COUNTY, TEXAS |

## AGREED JUDGMENT

BE IT REMEMBERED:

That on this date there came on to be considered the above styled and numbered Proceeding in Eminent Domain, in which Hidalgo County, Texas, through its Department of Right-of-Way, is Plaintiff, and Delicia Espinoza is Defendant. It appears to the Court, and it is so found, that the parties hereto have reached an agreement regarding this matter as evidenced by the Memorandum of Settlement executed on February 23, 2006, attached hereto as Exhibit "A," and by the signatures of the parties appearing below, and ask that the Court enter a judgment in accordance with the agreement, as all contingencies and conditions to said Memorandum of Settlement have been satisfied herein.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court as follows:

1. That said Memorandum Of Settlement be, and the same is hereby, incorporated and made the judgment of this Court.

2. That the Clerk of this Court record said Memorandum of Settlement in the minutes of this Court.

3. That by virtue of the right of eminent domain, this suit and said Memorandum Of Settlement, Hidalgo County, Texas, through its Department of Right-of-Way, is entitled to condemn, and do hereby have judgment against the above named Defendant for the hereinafter described property, for highway right of way purposes, with fee simple title thereto vesting in Hidalgo County, Texas; provided, however, there is excluded from said estate condemned all the oil, gas and sulphur which can be removed from beneath said land without any right whatever remaining to the owner of such oil, gas and sulphur of ingress or egress to or from the surface of said land for the purpose of exploring, developing, drilling or mining of same; which said land is situated in Hidalgo County, Texas and is more particularly described in Exhibit "B" attached hereto, which is hereby made a part hereof for any and all purposes.

4. That by virtue of the agreement of the parties as reflected in the Memorandum Of Settlement, the Defendant in said cause is entitled to recover from Hidalgo County, Texas, the sum of $160,000.00.

AUG 17 2006
DATE

I certify that this is a true copy
EDDY TREVINO
County Clerk, Hidalgo County, Texas
By _____ Deputy

5. That a writ of possession issue in behalf of Hidalgo County, Texas, by and through its Department of Right-of-Way.

6. That the amount of $160,000.00 be and herewith is paid by Hidalgo County, Texas, into the Registry of this Court and that the Clerk pay the same to Defendant, Delicia Espinoza, according to her interest.

7. That the costs of said proceeding are to be paid by Plaintiff.

Rendered and ordered entered of record, this 17 day of August C.R., 2006.

Judge Presiding, County Court at Law
No. 5, Hidalgo County, Texas

AGREED TO AND APPROVED:

Gregory S. Kazen
Atlas & Hall, L.L.P.
818 Pecan
McAllen, Texas 78501
(956) 682-5501 Office
(956) 686-6109 Fax

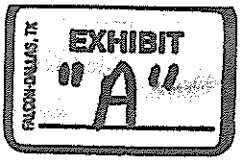
Attorneys for Plaintiff

Xavier Ornelas
600 S. Closner
Edinburg, Texas 78539
(956) 383-6251 Office
(956) 381-8183 Fax

Attorney for Defendant

AUG 17 2006
DATE

A true copy I certify
EDDY TREVINO
County Clerk, Hidalgo County, Texas
By _____ Deputy




**Cause No. COM-1403-E; *Hidalgo County, Texas, Department Right-of-Way vs. Delicia Espinoza*; In the County Court No. 5 of Hidalgo County, Texas**

## -MEMORANDUM OF SETTLEMENT-

This is a Memorandum of Agreement pursuant to a mediation conducted on February 23, 2006.

The signatories hereto, having submitted the facts and issues to the mediator, Israel Ramon, Jr. have fully and completely resolved the dispute as follows: See Exhibit "A" attached hereto.

Dated and Signed on February 23, 2006.

HIDALGO COUNTY DEPARTMENT OF RIGHT-OF-WAY, By: Joe Pena, *PLAINTIFF*

DELICIA ESPINOZA, *DEFENDANT*

TEXAS DEPARTMENT OF TRANSPORTATION, By: J. Benito Rodriguez , *PLAINTIFF*

XAVIER ORNELAS, *Attorney for DEFENDANT*

GREGORY S. KAZEN, *Attorney For PLAINTIFFS*

DATE AUG 17 2006

A true copy I certify
EDDY TREVINO
County Clerk, Hidalgo County, Texas
By _____ Deputy

# EXHIBIT "A"

1. Each party shall sign all documents necessary to effectuate this agreement;
2. Each party shall pay their own litigation and attorney fees, and costs of court and indemnify each other from said fees and costs.
3. Each party agrees to dismiss all pending litigation upon the satisfaction of all conditions in this agreement. No party to this agreement shall at any time hereafter make any claims against the other, institute any lawsuit against the other or make any demands for payment from the other for any alleged reason or causes arising out of the facts and issues of the matter herein. Each party releases the other from any and all claims and/or liability arising from this matter. This agreement is final and binding upon any and all parties to this matter and is enforceable in any court of law of general jurisdiction.
4. Attorney Gregory Kazen shall prepare all formal settlement documents to effectuate this agreement.
5. This agreement is subject to the approval of the Hidalgo County Commissioners and the Texas Department of Transportation
6. The Plaintiffs shall pay the Defendant Delicia Espinoza and her attorney the total sum of $160,000.00 and the Defendant shall sign any documents to effectuate transfer of fee simple title to the property in dispute that has been condemned.
7. This Agreement is subject to the negotiation by the parties of the approval of entrances on Highway 2128 and 107.
8. Both parties to the lawsuit state that they executed the same as their free and voluntary act and deed after having it fully explained to them by their lawyers, and after having read it fully, and after realizing the effect thereof and that the same was executed by them without any threat, force, fraud, duress, undue influence or representations of any kind by any person whomsoever; other than what is stated herein; and that at the time of signing of this agreement, they are completely sober, sane, capable of understanding the character of their acts and deeds and are in complete charge of all their faculties and capable of executing this instrument and of understanding the significance of their acts. Both sides represent that they are completely satisfied with the advice and assistance of their attorneys.
9. This agreement shall be approved and closed no later than April 24, 2006.

HIDALGO COUNTY DEPARTMENT OF RIGHT-OF-WAY, By: Joe Pena, *PLAINTIFF*

DELICIA ESPINOZA, *DEFENDANT*

TEXAS DEPARTMENT OF TRANSPORTATION, By: J. Benito Rodriguez, *PLAINTIFF*

XAVIER ORNELAS, *Attorney for DEFENDANT*

GREGORY S. KAZEN, *Attorney For PLAINTIFFS*

DATE

A true copy I certify
EDDY TREVINO
County Clerk, Hidalgo County, Texas
By _____ Deputy





Survey Date: October 30, 2000
Revision Date: July 24, 2003

Exhibit "A"

County: HIDALGO
Highway: FM 2128 (Richardson Road)
ROW CSJ: 2450-01-017

Parcel 24
Property Description

Being 60,476 square feet of land more or less, situated in Hidalgo County, Texas and being a part or portion of **Lot 4, Triple "E" Subdivision,** (Map Reference: Vol. 41, Pages 67-68, H.C.M.R.) and **Lot 6 Section 267, Texas Mexican Railway Company Survey,** (Map Reference: Vol. 1, Page 20, H.C.M.R.) and being a part or portion of a tract of land conveyed to **Delicia Espinoza** in a document recorded in Volume 1697, Page 841, Dated November 20, 1980 of the Hidalgo County Deed Records and by Decree of Divorce under Document No. 1014999, Dated October 9, 2001, Official Records, Hidalgo County, Texas and said 60,476 square feet also being more particularly described by metes and bounds as follows;

**COMMENCING** on a ½" iron rod found on the southwest corner of Lot 1, Triple "E" Subdivision and the East right-of-way line of Tower Road; THENCE as follows;

N 08°56'10" E [N 09°31'00" E], along the East right-of-way line of Tower Road, a distance of 985.45 feet to a ½" iron rod set. THENCE, N 53°45'21" E, a distance of 35.36 feet to a ½" iron rod set. THENCE, S 81°04'24" E [S 80°57'30" E] along the south right-of-way line of FM 2128, a distance of 12.14 feet to a ½" iron rod set with aluminum disk, for the northwest corner of this tract and the **POINT OF BEGINNING;**

(1) Thence, continuing along the South right-of-way line of FM 2128 in an easterly direction, S 81°04'24" E [S 80°57' 30" E], a distance of 237.91 feet to a ½" iron rod set;

AUG 17 2006
DATE
A true copy I certify
EDDY TREVINO
County Clerk, Hidalgo County, Texas
By _____ Deputy

(2) Thence, along the East line of Lot 4, Triple "E" Subdivision in a northerly direction, N 08°56'10" E [N 09°31'00" E], a distance of 10.03 feet to a ½" iron rod set;

(3) Thence, along the south right-of-way line of Richardson Road in a easterly direction, S 81°04'24" E [S 80°57'30" E] a distance of 341.54 feet to a ½" iron rod set with aluminum disk for the northeast corner of this tract.

(4) Thence, continuing in a southwesterly direction a curve to the left with a radius of 235.00 feet, a tangent of 49.31 feet, a delta of 23°42'05" a chord length of 96.52 feet, and curve length of 97.21 feet to a ½" iron rod set with aluminum disk for the inner corner of this tract.

(5) Thence, S 06° 20' 33" W, a distance of 40.24 feet to a ½" iron rod set with aluminum disk for the most inner corner of this tract.

(6) Thence, continuing in a southeasterly direction a curve to the right with a radius of 825.00 feet, a tangent of 83.89 feet, a delta of 11°36'43" a chord length of 166.91 feet, and a curve length of 167.20 to a ½" iron rod set with aluminum disk for the outer corner of this tract.

(7) Thence, S 70° 49' 09" E, a distance of 43.90 feet to a ½" iron rod set with aluminum disk to the north right of way line of SH 107 for the southeast corner of this tract.

(8) Thence, continuing in a southwesterly direction along the existing north right of way line of SH 107 a curve to the left with a radius of 1558.70 feet, a tangent of 90.12 feet, a delta of 6°37'04" a chord length of 179.93 feet, and a curve length of 180.03 to a ½" iron rod set with aluminum disk for the southwest corner of this tract

DATE AUG 17 2006
A true copy I certify
EDDY TREVINO
County Clerk, Hidalgo County, Texas
By _____ Deputy

(9) Thence, N 16° 18' 47" E, a distance of 42.88 feet to a ½" iron rod set with aluminum disk for the most inner northwest corner of this tract.

(10) Thence, continuing in a northwesterly direction a curve to the left with a radius of 705.00 feet, a tangent of 318.10 feet, a delta of 48°34'12" a chord length of 579.90 feet, and a curve length of 597.63 feet to the **POINT OF BEGINNING** and containing 60,476 square feet of land, more or less.

Note: The Point of Beginning of this description has coordinates of X = 1117621.1821 and Y = 16634710.9490; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.0000400;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

3-23-04

William [illegible], R.P.L.S. Date
Texas Registration No. 4442

R.P.L.S. SEAL

AUG 17 2006

DATE

A true copy I certify
EDDY TREVINO
County Clerk, Hidalgo County, Texas
By _____ Deputy

Survey Date: October 30, 2000
Revision Date: July 24, 2003

Exhibit "A"

**County:** HIDALGO
**Highway:** FM 2128 (Richardson Road)
**ROW CSJ:** 2450-01-017

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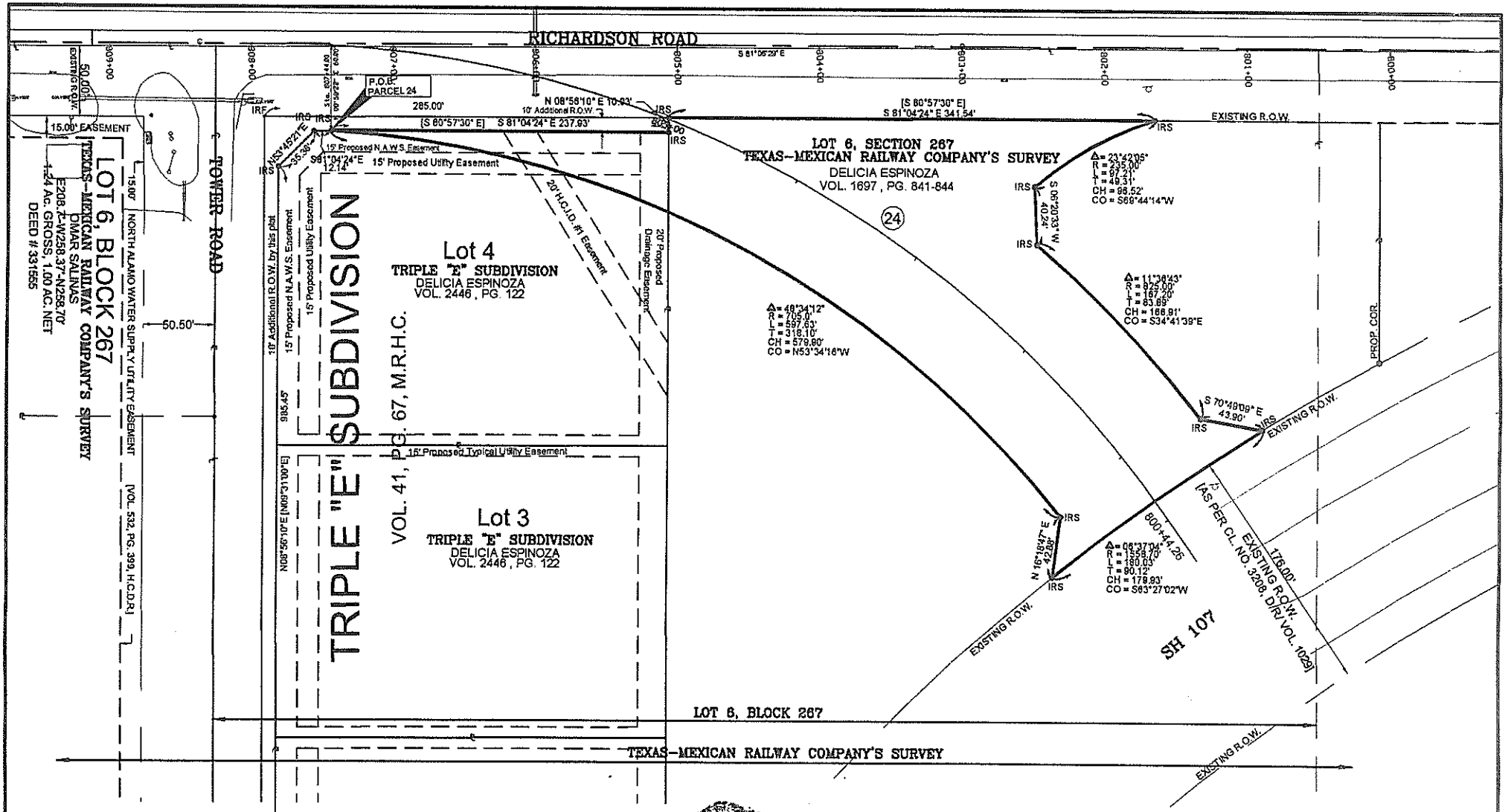
Note: The Point of Beginning of this description has coordinates of X = 1117621.1821 and Y = 16634710.9490; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.0000400;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

Willi Mangum 3-23-04

William A. Mangum, R.P.L.S. Date R.P.L.S. SEAL
Texas Registration No. 4442






P.O.C.
PARCEL 24
S.W. CORNER OF LOT 1
TRIPLE "E" SUBDIVISION

50 0 50 100
Scale 1" = 100'

# PARCEL No. 24
LOT 4
TRIPLE "E" SUBDIVISION

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

William A. Mangum, R.P.L.S. #4353 DATE: 3-23-04


ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMPANY
1552 DOVE AVENUE, 78504/P.O. BOX 3000, 78501/McALLEN, TEXAS
PH: 956-631-0944/FAX: 956-631-0592/E-MAIL: Oarandas@aol.com


TEXAS DEPARTMENT OF TRANSPORTATION

| DISTRICT | PLAT OF SURVEY | COUNTY |
|---|---|---|
| PHARR | PARCEL 24 | HIDALGO |
| ROW CSJ | PROJECT NAME | DATE OF SURVEY |
| 2450-01-017 | FM 2128 (Richardson Road) | 10-30-2000 |
| | | REVISION DATE |
| | | 07-24-2003 |
| ROW ACQUISITION | | SHEET NO. |
| 60,476 Sq. Ft. | | Page 4 of 4 Pages |

NOTE:
1. ALL BEARING, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, (1993 adjustment), TEXAS SOUTH ZONE 4205. COORDINATES AND DISTANCES ARE US SURVEY FEET ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.99996000160.
2. ALL BEARINGS AND DISTANCES IN BRACKETS "[ ]" ARE RECORDED.

LEGEND:

| | | | |
|---|---|---|---|
| EXIST. ROW LINE | | RIGHT OF WAY | R.O.W. |
| PROPERTY LINE | | POINT OF BEGINNING | P.O.B. |
| LOT LINE | | BEGINNING OF PROJECT | B.O.P. |
| FENCE LINE | | END OF PROJECT | E.O.P. |
| COMMON OWNERSHIP LINE | | 5/8" REBAR SET W/ ALUMINUM DISK | IRS |
| EASEMENT LINE | | IRON PIPE FOUND | IP |
| PARCEL NUMBER | 45 | IRON ROD FOUND | IRF |
| EXISTING CENTERLINE | | "X" CUT ON CONCRETE | X |
| PROPOSED CENTERLINE | | | |
| CENTERLINE | C.L. | | |
| COTTON PICKER SPINDLE SET | CPS | | |

N

Revised: July 24, 2003

**AI-9243** **15.A.**

# Transfer to cover payment of North Alamo Village
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Agapito Vargas, COLONIA ACCESS PROGRAM
**Submitted For:** Agapito Vargas
**Department:** COLONIA ACCESS PROGRAM
**Agenda Area:** Colonia Access Program

## Information

**CAPTION**

Approval of 2008 interdepartmental transfer within the Pct. #2-Border Colonia Access Program (1311) from Primavera I (program # 568) to North Alamo Village (program # 494) in the amount of $6,682.94.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1311-431-00-122-XXX-X-733
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

From program 568 to program 494 in the amount of $6,682.94. Available balance is $8,036.51 as of 5/8/08.

## Attachments

Link: Agenda Request

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/08/2008 01:36 PM | APRV |
| 2 | Veronica Lopez | Veronica Lopez | 05/08/2008 02:03 PM | APRV |
| 3 | Dale Kennan | Dale Kennan | 05/08/2008 02:28 PM | APRV |
| 4 | Auditor's Office | Becky Morales | 05/09/2008 03:06 PM | APRV |
| 5 | Purchasing Department | | 05/09/2008 05:13 PM | NEW |

Form Started By: Agapito Vargas — Started On: 05/07/2008 05:02 PM

Final Approval Date: 05/09/2008

# INTER-DEPARTMENTAL TRANSFER

**DATE:** May 7, 2008

**DEPARTMENT HEAD:** Hector "Tito" Palacios

**DEPARTMENT NAME:** HIDALGO COUNTY PRECINCT NO. 2

**ACCOUNT NUMBER:** 8-1311-431-00-122-XXX-X-XXX BCAP ACCOUNTS

**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:** | | |
| 8-1311-431-00-122-568-0-733 | PRIMAVERA I - DRAINAGE DITCHES | (6,682.94) |
| | | |
| | | |
| | | |
| | | |
| | | |
| **TO:** | | |
| 8-1311-431-00-122-494-1-733 | NORTH ALAMO VILLAGE - DRAINAGE SYSTEM | $6,682.94 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | **Total Budget (Increase/Decrease)** | |

**REASON:** TRANSFER NEEDED FOR CONTINUED OPERATION OF NORTH ALAMO VILLAGE SUBDIVISION PROJECT.

Department Head Signature

***5/7/2008***
Date

Approved Commissioners' Court

Attest County Clerk

**AI-9193** **16.A.**

# Temporary Position Truck Driver III Sanitation Dept.
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Mary Ybarra, COMM. PCT. #1
**Submitted For:** Mary Ybarra
**Department:** COMM. PCT. #1
**Agenda Area:** Precinct #1

## Information

**CAPTION**

Sanitation (121-001)
1. Approval to create one (1) temporary full-time Truck Driver III position, slot no. 121-001-T022 not to exceed six (6) months.
2. Approval of revised salary schedule.

**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:**

Possible funding source(s) is General Fund/ Countywide Administration - Contingency (Acct No. 8-1100-415-00-115-002-0-899), pending Commissioners' Court approval.

## Attachments

Link: Job Description

Link: Personnel Adjustment Request Form

Link: Fiscal Note

Link: Pct. 1 Revised Salary Schedule

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/08/2008 08:28 AM | APRV |
| 2 | Ivan Cantu | Ivan Cantu | 05/09/2008 10:16 AM | APRV |
| 3 | Rosalinda Cantu | Rosie Cantu | 05/09/2008 12:05 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Mary Ybarra Started On: 05/07/2008 11:45 AM

Final Approval Date: 05/09/2008

# HIDALGO COUNTY
# SANITATION/LANDFILL

Job Title: Truck Driver III (Temporary) FLSA Status: Non-Exempt

Department: 121 Civil Service Status: Non-Exempt

**SUMMARY**

Drives and insures proper maintenance of large-class trucks and various other equipment. This is a responsible position that may involve minimal instruction or supervision. This is a skilled labor involved in the operation of large-class trucks within the county.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Ability to operate large class trucks, pick up truck, dump truck, water truck, tractor, sedan, flat bed truck, roll off container and road patching truck.
- Ability to operate other heavy equipment such as backhoes, front-end loaders, compactors.
- Loads truck; hauls dirt, gravel, caliche, water, garbage or other materials and equipment to designated areas and unloads truck.
- Ability to operate generators, pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain maintenance equipment that is used during projects including brush pickups, or clearing of drainage ditches.
- Ability to work effectively and cooperatively with other crewmembers.
- Regular attendance is a must.
- Ability to work well with others.

**QUALIFICATION REQUIREMENTS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and/or EXPERIENCE**

- High School diploma or General Education Degree (GED); or
- Ability to read and write English.
- Employee must have at least five (5) years experience as a heavy class truck driver.

**CERTIFICATES, LICENSES, REGISTRATIONS**

- Must possess a valid Texas Drivers License, Class A.
- Must be able to be insured by the County's insurance carrier.

**OTHER SKILLS AND ABILITIES**

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of large class trucks.
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral instructions.
- Possess basic knowledge of minor repairs and adjustments.
- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to add and subtract two digit numbers and to multiply and divide with 10s and 100s.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Must be able to perform duties of Truck Driver I and II.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

**PHYSICAL DEMANDS**

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

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

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

**WORK ENVIRONMENT**

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

While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals,

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

**SAFETY REQUIREMENTS**

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

- **sitting for extended periods of time**
- **operating assigned equipment**

**Maintain mental capacity which permits:**

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

**Effectively handle work environments and conditions which involve:**

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

**Maintain effective audio-visual discrimination and perception needed for:**

- **making observations**
- **reading and writing**
- **operating assigned equipment**
- **communicating with others**

**ACCIDENT PREVENTION PROGRAM**

**Required to follow all department's safety regulations.**

# HIDALGO COUNTY
## Personnel Adjustment Request Form

Pct. 1
AI 9193

**DEPARTMENT NAME/NUMBER:**
Precinct 1 / 121

**DATE:**
5/08/2008

**CURRENT POSITION TITLE:**
Truck Driver III

**CURRENT SLOT. #:**
121-001- T022

**REQUESTED POSITION TITLE:**
(For new positions or reclassifications)

**REQUEST FOR:**

☐ New Position ☒ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

**POSITION SALARY REQUEST:**

Salary Amount: $ 0 (Current Budgeted Salary) $ 24,960.00 (Proposed Budgeted Salary) $ 24,960.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

**POSITION Type:**

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☒ XX Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ 12.00/hr. / $24,960.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

| 5/26/2008 | 11/21/2008 | M - F / 8 Hrs. | 40 | 6 Months. |
|---|---|---|---|---|
| Start Date | End Date | Working Days & Hours | Hours Per Week | Duration (2 weeks, 3 months, etc.) |

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | ☒ XX | Exempt | ☐ |
| Non-Exempt | ☐ | Non-Exempt | ☒ XX |
| N/A | ☐ | | |

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

Currently employee is out of FMLA, due to his own serious health condition that makes him unable to perform his job functions. Sanitation Department needs to replacing him as soon as possible to the high demand constituents' service.

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

See attached job description.

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

N/A

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

N/A

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

Employee that is out is # 125079. The anticipated return date is November 24, 2008.

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | |
|---|---|---|---|---|
| 1. Sylvia A. Handy III 5/08/08 DEPARTMENT HEAD | DATE | FUNDING AVAILABLE IN DEPT. BUDGET | ☐ YES | ☐ NO |
| 2. HUMAN RESOURCES DIRECTOR | DATE | PERSONNEL PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| 3. DEPARTMENT OF BUDGET & MANAGEMENT | 5/9/08 DATE | BUDGET PROCEDURES COMPLETED | ☐ YES | ☐ NO |
| 4. COMMISSIONERS COURT APPROVAL | DATE | | | |

HIDALGO COUNTY
p634 2007-001

Personnel Action Request Form
Revised: 8/7/2007

# Hidalgo County Budget Office
# FISCAL NOTE

*•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.*

**To:** Commissioner' Court
**From:** Valde Guerra, Budget Officer
**CC Date:** Tuesday, May 13, 2008

**Agenda Item:** AI-9193

**Summary of request/proposal: The Precinct No. 1 Sanitation Department is requesting to create one (1) temporary full-time Truck Driver III position, slot no. 121-001-T022 at 12.00 per hour not to exceed six (6) months. A temporary position is necessary for the department to accommodate for the workload of an employee who will be out on Family Medical Leave (FMLA).**

| Fund | Position | Slot# | Obj | Current Budgeted Salary | Adjustment Requested | Total Salary Requested |
|---|---|---|---|---|---|---|
| 1100 | TRUCK DRIVER III | T022 | 121 | 0.00 | 24,960.00 | 24,960.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | 24,960.00 |

## Budgetary Impact:

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 8-1100-432-00-121-001-0- | 121 | SANITATION PCT.1- | TEMP F/T EMPL | 12,384.73 |
| 8-1100-432-00-121-001-0- | 211 | SANITATION PCT.1- | HEALTH INSURANCE | - |
| 8-1100-432-00-121-001-0- | 212 | SANITATION PCT.1- | LIFE INSURANCE | - |
| 8-1100-432-00-121-001-0- | 220 | SANITATION PCT.1- | FICA | 947.43 |
| 8-1100-432-00-121-001-0- | 230 | SANITATION PCT.1- | RETIREMENT | - |
| 8-1100-432-00-121-001-0- | 250 | SANITATION PCT.1- | UNEMPLOYMENT COMP | 61.92 |
| 8-1100-432-00-121-001-0- | 260 | SANITATION PCT.1- | WORKER'S COMP | 1,311.54 |
| | | | | |
| | | | 2008 Budgetary Impact | 14,705.62 |

**2009 Budgetary Impact:** N/A

## Possible Funding Sources: General Fund/Contigency

**Budget Office Recommendation:**

| |
|---|
| |
| |
| |

Hidalgo Co. Budget Office
2/3/2005

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2008 SALARY SCHEDULE**

**1100-432-00-121-001-0**
**SANITATION PCT.1**

**AI-9193**

| Slot # | Obj Code | POSITION TITLE | 2007 BUDGETED SALARY | 2008 ADJUSTED SALARY | 2008 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2008 BUDGETED SALARY APPROVED | 2008 ACTUAL SALARY | Other Allowances | | | | | 2008 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 113 | ADMINISTRATIVE ASSISTANT | $42,330.00 | $0.00 | $42,330.00 | 0.04 | $1,693.20 | $0.00 | $44,023.00 | $44,023.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44,563.00 |
| 0002 | 113 | ENFORCEMENT OFFICER | $41,409.00 | $0.00 | $41,409.00 | 0.04 | $1,656.00 | $0.00 | $43,065.00 | $43,065.00 | $420.00 | $0.00 | $5,794.00 | $0.00 | $0.00 | $49,279.00 |
| 0003 | 113 | DEPUTY CONSTABLE STEP II | $34,060.00 | $0.00 | $34,060.00 | 0.035 | $1,192.00 | $0.00 | $35,252.00 | $35,252.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35,252.00 |
| 0004 | 113 | A/P CLERK | $31,884.00 | $0.00 | $31,884.00 | 0.04 | $1,275.00 | $0.00 | $33,159.00 | $33,159.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,159.00 |
| 0005 | 113 | MAINTENANCE III | $30,305.00 | $0.00 | $30,305.00 | 0.04 | $1,212.20 | $0.00 | $31,517.00 | $31,517.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31,877.00 |
| 0006 | 113 | TRUCK DRIVER III | $28,120.00 | $0.00 | $28,120.00 | 0.04 | $1,124.80 | $0.00 | $29,245.00 | $29,245.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29,845.00 |
| 0007 | 113 | HEAVY EQUIPMENT OPERATOR I | $25,942.00 | $0.00 | $25,942.00 | 0.04 | $1,038.00 | $0.00 | $26,980.00 | $26,980.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,980.00 |
| 0008 | 113 | TRCK DRIVER III | $24,552.00 | $0.00 | $24,552.00 | 0.0407 | $1,000.00 | $0.00 | $25,552.00 | $25,552.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,552.00 |
| 0009 | 113 | ATTENDANT | $24,245.00 | $0.00 | $24,245.00 | 0.0412 | $1,000.00 | $0.00 | $25,245.00 | $25,245.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,245.00 |
| 0010 | 113 | TRCK DRIVER II | $23,334.00 | $0.00 | $23,334.00 | 0.0429 | $1,000.00 | $0.00 | $24,334.00 | $24,334.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,334.00 |
| 0011 | 113 | Truck Driver III | $23,000.00 | $0.00 | $23,000.00 | 0.0435 | $1,000.00 | $0.00 | $24,000.00 | $24,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $24,000.00 |
| 0012 | 113 | MAINTENANCE II | $22,236.00 | $0.00 | $22,236.00 | 0.045 | $1,000.00 | $0.00 | $23,236.00 | $23,236.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,236.00 |
| 0013 | 113 | MAINTENANCE II | $22,236.00 | $0.00 | $22,236.00 | 0.045 | $1,000.00 | $0.00 | $23,236.00 | $23,236.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $23,236.00 |
| 0014 | 113 | MAINTENANCE I | $21,350.00 | $0.00 | $21,350.00 | 0.0468 | $1,000.00 | $0.00 | $22,350.00 | $22,350.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,350.00 |
| 0015 | 113 | MAINTENANCE I | $21,350.00 | $0.00 | $21,350.00 | 0.0468 | $1,000.00 | $0.00 | $22,350.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0016 | 113 | MAINTENANCE I | $21,350.00 | $0.00 | $21,350.00 | 0.0468 | $1,000.00 | $0.00 | $22,350.00 | $22,350.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,350.00 |
| 0017 | 113 | ATTENDANT | $20,985.00 | $0.00 | $20,985.00 | 0.0477 | $1,000.00 | $0.00 | $21,985.00 | $21,985.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,945.00 |
| 0018 | 113 | ATTENDANT | $19,345.00 | $0.00 | $19,345.00 | 0.0517 | $1,000.00 | $0.00 | $20,345.00 | $20,345.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,345.00 |
| 0019 | 113 | ATTENDANT | $19,345.00 | $0.00 | $19,345.00 | 0.0517 | $1,000.00 | $0.00 | $20,345.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0020 | 113 | TRCK DRIVER I | $19,345.00 | $0.00 | $19,345.00 | 0.0517 | $1,000.00 | $0.00 | $20,345.00 | $20,345.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $20,345.00 |
| 0021 | 113 | ADMIN SECRETARY | $32,000.00 | $0.00 | $32,000.00 | 0.04 | $1,280.00 | $0.00 | $33,280.00 | $33,280.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33,280.00 |
| **T022** | **121** | **TRUCK DRIVER III** | **$0.00** | **$24,960.00** | **$24,960.00** | **0** | **$0.00** | **$0.00** | **$24,960.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| | | **Total** | $548,723.00 | $24,960.00 | $573,683.00 | | $23,471.20 | $0.00 | $597,154.00 | $529,499.00 | $2,880.00 | $0.00 | $5,794.00 | $0.00 | $0.00 | $538,173.00 |

**Creation of new full-time temporary position, Truck Driver III, slot no. T022 (not to exceed six months) pending CC approval.**

**AI-9172** **17.A.**

# Appointment of Housing Authority Board Member
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Yolanda Cisneros, COMM. PCT. #2
**Submitted For:** Yolanda Cisneros
**Department:** COMM. PCT. #2
**Agenda Area:** Precinct #2

## Information

### CAPTION

Authorization for discussion and approval for the re-appointment of Mr. Alberto Trevino on the Hidalgo County Housing Authority Board.

### BACKGROUND

No Budgetary Impact

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/06/2008 11:18 AM | APRV |
| 2 | Dale Kennan | Dale Kennan | 05/06/2008 01:17 PM | APRV |
| 3 | Auditor's Office | Becky Morales | 05/09/2008 03:06 PM | APRV |
| 4 | Purchasing Department | | 05/09/2008 05:13 PM | NEW |
| Form Started By: Yolanda Cisneros | | | Started On: 05/06/2008 09:51 AM | |
| Final Approval Date: 05/09/2008 | | | | |

**AI-9175** **18.A.5.**

# The Interlocal Purchasing System (TIP)
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Vangie Garcia, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Hidalgo County

## Information

### CAPTION

Presentation for consideration, discussion, and approval to renew/extend for another year the "Interlocal Agreement" (previously approved by CC on July 17, 2007) between Hidalgo County and Region VII Education Service Center's Cooperative Purchasing Program "The Interlocal Purchasing System" (TIPS) as an additional resource for the procurement of goods and/or services through the cooperative's awarded vendors, thus allowing the County to still be a member of the Cooperative Purchasing Program and utilize the procurement resources that are compliant with bidding requirements. Note: No membership dues or fees required.

### BACKGROUND

Interlocal with Region VII Education Service Center's Cooperative Purchasing Program "The Interlocal Purchasing System (TIPS) is automatically renewed/extended each year with member, but for practical purposes, Purchasing Department wishes to have CC approve such request.

## Fiscal Impact

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

### BUDGETARY IMPACT:

Approval of this item does not require funding. Membership dues and fees are not required; no budgetary impact as of 5-8-08.

## Attachments

Link: Interlocal

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 07:46 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 08:21 AM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 05/08/2008 11:41 AM | APRV |
| 4 | Auditor's Office | Becky Morales | 05/09/2008 03:12 PM | APRV |
| 5 | Court Administrator | Angela Garcia | 05/09/2008 03:13 PM | APRV |

Form Started By: Vangie Garcia

Started On: 05/06/2008 11:52 AM

Final Approval Date: 05/09/2008

# INTERLOCAL AGREEMENT
## Region VIII Education Service Center

Hidalgo County
School District or Local Government

___ - _____
County-District Number

Region VIII Education Service Center

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts in improving student performance and increasing the efficiency and effectiveness of school operations. Authority for local governments (as defined by TEX. GOV'T CODE §791.003) to contract for such services is granted under sections 791.001 to 791.029 of the Texas Government Code; V.T.C.A. as amended.

This Interlocal Agreement (hereinafter the "Agreement") is effective July 17, 2007 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**
Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public school or local government through a Program known as the Texas Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating public schools and local governments through volume purchasing.

**Role of the Purchasing Cooperative:**

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

**Role of the Public School or Local Government:**

1. Commit to participate in the program by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.



Aug 13 07 01:34p Region 8 ESC D.MABE

## INTERLOCAL AGREEMENT, continued

3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.

4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.

6. Pay vendors in a timely manner for all goods and services received.

**General Provisions:**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Titus County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

**Authorization:**

Region VIII Education Service Center and Texas Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public schools and governmental entities.

## INTERLOCAL AGREEMENT, continued

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Public District or Local Government**

By: _____
Authorized Signature

Title: COUNTY JUDGE

AUGUST 1, 2007
Date

**Region VIII Education Service Center**

By: _____
Mr. Harvey B. Hohenberger, Jr.,

Title: Executive Director Region VIII ESC

8-13-07
Date

---

**Martha L. Salazar**
District or Entity Purchasing Contact Person

**100 E. Cano St., 4th Floor**
Street Address

**Edinburg, Texas 78539**
City, State Zip

**(956) 318-2626-Extension 4862**
Purchasing Contact's Telephone Number

**(956) 318-2629**
Purchasing Contact's Fax Number

**martha.salazar@co.hidalgo.tx.us**
Purchasing Contact's Email Address

**Renan Ramirez-Chief Information Officer**
District or Entity Technology Contact Person

**100 North Closner**
Street Address

**Edinburg, Texas 78539**
City, State Zip

**956-292-7010**
Technology Contact Telephone No.

**956-318-2152**
Technology Contact Fax Number

**renan@co.hidalgo.tx.us**
Technology Contact's Email Address

Please send two signed original Interlocal Agreements to the Region VIII ESC, Attn: Mr. Harvey B. Hohenberger, Jr., Executive Director, Region VIII Education Service Center, PO Box 1894, Mt. Pleasant, Texas 75456-1894. Upon execution, a signed original will be returned to the Purchasing Contact listed above.



Aug 13 07 01:34p Region 8 ESC D.MABE

ORDER APPROVING PARTICIPATION IN THE INTERLOCAL
PURCHASING SYSTEMS (""TIPS"")
OF REGION VIII EDUCATION SERVICE CENTER

STATE OF TEXAS §§ TO THE REGION VIII

COUNTY OF HIDALGO §§ EDUCATION SERVICE CENTER

WHEREAS, the Commissioners Court of Hidalgo County, Texas, pursuant to the authority granted by Sections 271.081-271.083 Local Government Code, V.T.C.A., as amended, desires to participate in described purchasing programs of the Region VIII Education Service Center, and in the opinion that participation in these programs will be highly beneficial to the taxpayers through the anticipated savings to be realized;

NOW THEREFORE BE IT RESOLVED,that the Commissioners Court of the County of Hidalgo requests the Region VIII Education Service Center to include a stated need for Hidalgo County, Texas to participate in the Interlocal Purchasing System (TIPS) sponsored by the Region VIII Education Service Center''s annual contracts for the above items, whereby Martha Salazar, Purchasing Agent, is authorized and directed to sign and deliver all or any necessary requests and other documents in connection therewith for and on behalf of Hidalgo County, Texas.

In witness thereof, I have hereunto set my hand and affixed my official seal this ___ day of _____, 2007.

By: _____

Juan de Dios (""JD"") Salinas, III,
Hidalgo County Judge
Hidalgo County, Texas

ATTEST: _____

Arturo Guajardo, Jr.,
Hidalgo County Clerk
Hidalgo County, Texas



Aug 13 07 01:34p Region 8 ESC D.MABE

I certify that the foregoing is true and correct copy of the Order duly adopted by the Commissioners Court of Hidalgo County, Texas and that the same now appears of record in my office.

Arturo Guajardo, Jr.,
Hidalgo County Clerk
Hidalgo County, Texas

WITNESS, our hands in duplicate originals this _____day of _____, 2007.

COUNTY OF HIDALGO

BY: _____

Juan D. Salinas, III County Judge

ATTEST:

_____

Arturo Guajardo, Jr. County Clerk

COMPANY: **Texas Interlocal Purchasing System (TIPS Program)**

BY: _____

PRINTED NAME: _____

TITLE: _____

Approved on Commissioners' Court on **July 17, 2007**

APPROVED AS TO FORM:

Atlas & Hall, LLP

By: _____

**AI-4632** **16.A.10.**

**Membership with The Interlocal Purchasing System through Region VIII ESC**

**CC REGULAR**

**Date:** 07/17/2007
**Submitted By:** Marty Salazar, PURCHASING DEPT.
**Submitted For:** Vangie Garcia
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Hidalgo County

## Information

**CAPTION**

Requesting approval for Interlocal Agreement with Region VII Education Service Center's cooperative purchasing program "The Interlocal Purchasing System" (TIP) as an additional resource for the procurement of goods and/or services through the cooperative's awarded vendors

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**
No membership fee for T.I.P. membership.

## Attachments

Link: The Interlocal Purchasing System Information

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department (Originator) | Marty Salazar | 07/12/2007 03:50 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 07/13/2007 08:36 AM | APRV |
| 3 | Dale Kennan | Dale Kennan | 07/13/2007 11:31 AM | APRV |
| 4 | Auditor's Office | | 07/13/2007 04:59 PM | NEW |

Form Started By: Marty Salazar Started On: 07/11/2007 05:26 PM
Final Approval Date: 07/13/2007

7. **A. Requesting ratification of Addendum No I (as drafted and approved for distribution on 05/12/06 by project architect, Alcocer, Garcia Associates Design Consulting) to amend original plans and/or specifications for the following items: Item 1) Include Contingency Allowance of $8,000.00 in bid; Item 2) Security Vehicle Gate and Pedestrian Gate (refer to revised drawings); Item 3) CR and "j" box to be located in first masonry column.**
**B. Requesting approval of Change Directive No 1 *(1)* (decrease) in the amount of $ to reduce construction contract amount, from Spacemaker Construction in connection with "Sallyport and Backup Power", with authority for County Judge to execute document.**
**C. Requesting approval of Change Order No I (decrease) in the amount of $ to reduce construction contract amount, from Spacemaker Construction in connection with "Sallyport and Backup Power", with authority for County Judge to execute document.**

NO ACTION taken on items A thru C.

8. **Presentation for discussion, consideration and acceptance of sole bid received for RFB-Lease of Office Space in the City of Edinburg (bid #07-249 for 430th District Court) with approval of contract/lease agreement (subject to legal review).**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

9. **A. Requesting authority to purchase equipment (as detailed in grid attached hereto)as a result of the torrential rains in Precinct #1 on July 3-5, 2007 and as declared as an "Emergency" by CC on 07/06/07, through Hidalgo County's participation with various cooperative programs (i.e. Houston-Galveston Area Council HGAC, TBPC-TxMas, TGPN and TASB's Buyboard) in an amount not to exceed $100,000.00.**

**B. Requesting ratification of emergency purchases for the following equipment:**
***4 ea 2" gas pumps with accessories from Burton Auto for the total amount of $ 2,734.43**
***4 ea 4" gas pumps with accessories from Godwin (through Buyboard) for the total amount of $10,996.48**
**for emergency use as a result of the torrential rains in Precinct #1 on July 3-5, 2007 and as declared by CC on 07/06/07.**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval on items A & B.

10. **Requesting approval for Interlocal Agreement with Region VII Education Service Center's cooperative purchasing program "The Interlocal Purchasing System" (TIP) as an additional resource for the procurement of goods and/or services through the cooperative's awarded vendors**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

**AI-9173** **18.A.6.**

# Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Olga Montero, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Hidalgo County

## Information

**CAPTION**

Recommending award of bid and approval of contracts to multiple bidder(s) with the lowest bid (item by item) meeting all requirements as attached hereto for Lubricants (grease, oil, hydraulic fluids) and anti-freeze products. RFB No. 2008-012-03-05-otm

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-432-00-121-001-0-683
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Sanitation Pct. 1-Available Balance as of 5-8-08 $229.69; On an as needed basis.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1211-452-00-121-013-0-683
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Parks Pct. 1-Available Balance as of 5-8-08 $500.00; On an as needed basis.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1201-431-00-121-005-0-683
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Pct. 1 P/U Rd-Available Balance as of 5-8-08 $7,530.91; On an as needed basis.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1202-431-00-122-006-0-683
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Pct. 2 P/U Rd-Available Balance as of 5-8-08 $8,106.88; On an as needed basis.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-432-00-122-001-0-683
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
Sanitation Pct. 2 - Available Balance as of 5-8-08 $1,400.00; On an as needed basis.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1200-431-00-122-004-0-683
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
Pct. 2 - Co. Shop - Available Balance as of 5-8-08 $1,500.00; On an as needed basis.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1212-452-00-122-008-0-683
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
Parks Pct. 2 - Available Balance as of 5-8-08 $250.00; On an as needed basis.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1203-431-00-123-005-0-683
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
Pct. 3 P/U Rd-Available Balance as of 5-8-08 $1,487.85; On an as needed basis.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1213-452-00-123-008-0-683
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
Parks Pct. 3 - Available Balance as of 5-8-08 $100.00; On an as needed basis.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-432-00-123-001-0-683
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
Sanitation Pct. 3; Available Balance as of 5-8-08 $124.11; On an as needed basis.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1204-431-00-124-007-0-683
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
Pct. 4 P/U Rd. - Available Balance as of 5-8-08 $4,879.70; On an as needed basis.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-432-00-124-001-0-683
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**
Pct. 3 P/U Rd - Available Balance as of 5-8-08 $1,487.85; On an as needed basis.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1214-452-00-124-009-0-683
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Parks Pct. 4 - Available Balance as of 5-8-08 $262.00; On an as needed basis.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1204-431-00-124-007-0-672

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

**BUDGETARY IMPACT:**

Pct. 4 P/U Rd. - Available Balance as of 5-8-08 $46,904.75; On an as needed basis.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-432-00-124-001-0-672

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

**BUDGETARY IMPACT:**

Sanitation Pct. 4-Available Balance as of 5-8-08 $3,616.30; On an as needed basis.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1214-452-00-124-009-0-672

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

**BUDGETARY IMPACT:**

Parks Pct 4-Available Balance as of 5-8-08 $1,000.00; On an as needed basis.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1204-431-00-124-007-0-681

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

**BUDGETARY IMPACT:**

Pct. 4 P/U Rd-Available Balance as of 5-8-08 $26,459.82; On an as needed basis.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-432-00-124-001-0-681

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

**BUDGETARY IMPACT:**

Sanitation Pct. 4-Available Balance as of 5-8-08 $13,158.70.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1214-452-00-124-009-0-681

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

**BUDGETARY IMPACT:**

Parks Pct. 4-Available Balance as of 5-8-08 $1,000.00; On an as needed basis.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-421-00-280-001-0-683

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

**BUDGETARY IMPACT:**

Sheriff-Available Balance as of 5-8-08 $30,186.50; On an as needed basis.

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**Attachments**

Link: acknowlegment tab sheet

Link: comparison tab sheet

Link: Hollon Oil Contract form approved by Steve Crain

Link: Hollon Oil lowest item by item

Link: Oil Patch contract form approved by Steve Crain

Link: Oil Patch tab sheet-lowest item by item

Link: participation log

Link: recommendation letters

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## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 05:39 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 08:17 AM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 05/08/2008 10:49 AM | APRV |
| 4 | Auditor's Office | Becky Morales | 05/09/2008 03:12 PM | APRV |
| 5 | Court Administrator | Angela Garcia | 05/09/2008 03:13 PM | APRV |

Form Started By: Olga Montero  Started On: 05/06/2008 10:04 AM

Final Approval Date: 05/09/2008

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# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

| | |
|---|---|
| **DEPARTMENT NAME: HIDALGO COUNTY** | |
| **BID OPENING DATE: MARCH 05, 2008** | **BID OPENING TIME: 9:30 A.M.** |
| **DESCRIPTION OF BID: "LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"** | |
| **BID NO: 2008-012-03-05-otm** | **BUYER: OLGA T. MONTERO** |

| BID # RFB# | NAME OF COMPANY | ACKNOWLEDGMENT OF RECEIPT |
|---|---|---|
| #1 | Hollin Oil Co. | ✓ |
| #2 | Oil Path fuel sup. | ✓ |
| #3 | | |
| #4 | | |
| #5 | | |

# TABULATION SHEET

**1 Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| **Quart** | **$2.55 qt** | **$1.77 qt** |
| **Gallon** | **$11.41 gallon** | **$6.42** |
| **5 Gallon** | **$31.75** | **$28.50** |
| **55 Gallon** | **$329.45** | **$304.50** |
| **Bulk** | **$5.44 gl** | **$4.98 gal** |

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| **Quart** | **no bid** | **no bid** |
| **Gallon** | **$9.49** | **n/a** |
| **5 Gallon** | **$35.45 pail** | **$28.50** |
| **55 Gallon** | **$360.80** | **$304.50** |
| **Bulk** | **$6.24** | **no bid** |

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| **Quart** | **no bid** | **$1.77 qt** |
| **Gallon** | **$9.49** | **$6.40** |
| **5 Gallon** | **$35.45 pail** | **$28.50** |
| **55 Gallon** | **$365.20** | **$304.00** |
| **Bulk** | **$6.32** | **$5.48** |

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| **Quart** | **no bid** | **$1.77** |
| **Gallon** | **$9.49** | **$6.40** |
| **5 Gallon** | **$35.45** | **$28.50** |
| **55 Gallon** | **$365.20** | **$304.00** |
| **Bulk** | **$6.32** | **$4.79** |

1E. **Rotella T (15 W-40 C J 4)**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| **Quart** | **no bid** | **$2.43** |
| **Gallon** | **$10.74** | **$9.39** |
| **5 Gallon** | **$52.55 pail** | **$42.88** |
| **55 Gallon** | **$535.00** | **$459.98** |
| **Bulk** | **$7.57** | **$8.29** |

2 **Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| **Quart** | **$2.07** | **$1.69** |
| **Gallon** | **no bid** | **no bid** |
| **5 Gallon** | **$38.70** | **no bid** |
| **55 Gallon** | **$425.70** | **$293.00** |
| **Bulk** | **$5.60** | **$4.96** |

2B **SAE10W-30**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| **Quart** | **$2.23** | **$1.69** |
| **Gallon** | **no bid** | **$6.79** |
| **5 Gallon** | **$37.80** | **$35.00** |
| **55 Gallon** | **$415.80** | **$291.40** |
| **Bulk** | **$5.81** | **$4.96** |

2C **SAE5W-20**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| **Quart** | **$2.23** | **no bid** |
| **Gallon** | **no bid** | **no bid** |
| **5 Gallon** | **$38.70** | **no bid** |
| **55 Gallon** | **$425.70** | **$291.40** |
| **Bulk** | **$5.72** | **$4.96** |

2D **SAE30**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| **Quart** | **$8.26** | **$1.69** |
| **Gallon** | **no bid** | **no bid** |
| **5 Gallon** | **no bid** | **no bid** |
| **55 Gallon** | **no bid** | **$347.50** |
| **Bulk** | **no bid** | **$6.15** |

# SPECIFICATIONS & BID PAGE (CON'T)

2E **SAE40**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| **Quart** | **no bid** | **$1.69** |
| **Gallon** | **no bid** | **no bid** |
| **5 Gallon** | **no bid** | **no bid** |
| **55 Gallon** | **no bid** | **$347.50** |
| **Bulk** | **no bid** | **$6.15** |

**3 Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| **Quart** | **$7.72** | **$1.65** |
| **Gallon** | **$7.96** | **no bid** |
| **5 Gallon** | **$43.25 per pail** | **no bid** |
| **55 Gallon** | **$291.50** | **$276.25** |

3B **Type F ATF** meeting Ford M2C33-F specifications

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| **Quart** | **$9.70** | **$1.74** |
| **Gallon** | **no bid** | **no bid** |
| **5 Gallon** | **no bid** | **no bid** |
| **55 Gallon** | **$482.35** | **$364.19** |

3C **Mercon 5 - Trasmission Fluid**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| **12 / 1 Qt.** | **$12.10** | **$2.45** |
| **16 Gallon** | **no bid** | **no bid** |
| **55 Gallon** | **no bid** | **$456.42** |

**4 Tractor Hydraulic Fluids**
**Made available in the following sizes: 5 Gallon, 55 Gallon**
**Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| **5 Gallon** | **$37.00 per pail** | **$28.50** |
| **55 Gallon** | **$387.75** | **$293.99** |

# SPECIFICATIONS & BID PAGE (CON'T)

5 **Differential/ Final Drive Gear Lubricants**
**Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| 35# Pail | no bid | $27.27 |
| 120 Lb Keg | no bid | no bid |
| 400 Lb Drum | no bid | $299.98 |

5A **SAE 80W-90 Gear lubricant meeting the following specifications:**
**GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| 35# Pail | $49.56 | $29.95 |
| 120 Lb Keg | $171.36 | $117.50 |
| 400 Lb Drum | $532.36 | $329.43 |

5B **SAE 85W-140 Gear lubricant meeting the following specifications:**
**GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| 35# Pail | $49.97 | $29.95 |
| 120 Lb Keg | $170.50 | $117.50 |
| 400 Lb Drum | $532.80 | $329.43 |

5C **SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:**
**GL-5, MT-1, Mack GO-J**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| 35# Pail | $78.34 | $67.38 |
| 120 Lb Keg | $368.64 | $217.80 |
| 400 Lb Drum | $1,214.40 | $696.69 |

5D **SAE 50W Synthetic Transmission lubricant meeting the following specifications:**
**MT-1 performance for Eaton, Mack, Meritor, Navistar**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| 35# Pail | $100.01 | $67.38 |
| 120 Lb Keg | $308.62 | $213.50 |
| 400 Lb Drum | $1,018.44 | $681.86 |

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications: MT-1 performance for Eaton, Mack, Meritor, Navistar

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| 35# Pail | $100.01 | $67.38 |
| 120 Lb Keg | $308.62 | $213.50 |
| 400 Lb Drum | $1,018.44 | $681.86 |

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| 35# Pail | $49.40 | no bid |
| 120 Lb Keg | no bid | no bid |
| 400 Lb Drum | $509.30 | $310.43 |

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| 35# Pail | $49.40 | no bid |
| 120 Lb Keg | no bid | no bid |
| 400 Lb Drum | $509.30 | $310.43 |

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.

6A ISO 32

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| 5 Gallon | $31.20 | $25.40 |
| 55 Gallon | $338.80 | $277.16 |

6B ISO 46

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| 5 Gallon | $31.20 | $25.40 |
| 55 Gallon | $338.80 | $277.16 |

6C ISO 68

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| 5 Gallon | $31.20 | $25.40 |
| 55 Gallon | $338.80 | $277.16 |

# SPECIFICATIONS & BID PAGE (CON'T)

6D ISO 100

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| 5 Gallon | $33.10 | $25.40 |
| 55 Gallon | $364.10 | $277.16 |

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, Gallon Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| Pint | no bid | $1.17 |
| Quart | $28.50 | $2.79 |
| Gallon | no bid | $12.95 |

7B Power Steering Fluid

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| Pint | no bid | $0.71 |
| Quart | $29.75 | $1.43 |
| Gallon | no bid | no bid |

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| 5 Gallon | no bid | no bid |
| 55 Gallon | $569.00 | no bid |

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| Case 10 | $28.27 | $1.14 |
| 35# Pail | $85.52 | $41.09 |
| 120 # Keg | $228.96 | $146.90 |
| 55 Gallon | $724.50 | $461.96 |

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| Case 10 | $23.50 | $1.57 |
| 35# Pail | $52.80 | $60.75 |
| 120 # Keg | $230.65 | $207.52 |

# SPECIFICATIONS & BID PAGE (CON'T)

10 **Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon**

10A **Ethylene Glycol Antifreeze meeting specifications for:**
**ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| 1 Gallon | $40.56 | $10.63 |
| 55 Gallon | $451.54 | $572.41 |

10B **Extended Life Antifreeze/ Coolant meeting specifications for:**
**CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| 1 Gallon | $134.52 | $13.50 |
| 55 Gallon | $1,458.05 | $537.62 |

11 **Shop Chemicals and Products made available in various sizes**

11A **Aerosol Brake Cleaner**

| OIL PATCH | HOLLON OIL |
|---|---|
| $2.63 | no bid |

11B **Aerosol Engine Degreaser**

| OIL PATCH | HOLLON OIL |
|---|---|
| $2.00 | $1.50 |

11C **Aerosol Starting Fluid**

| OIL PATCH | HOLLON OIL |
|---|---|
| no bid | $1.86 |

11D **Aerosol Penetrating Oil**

| OIL PATCH | HOLLON OIL |
|---|---|
| no bid | $1.70 |

11E **Oil Absorbent**

| OIL PATCH | HOLLON OIL |
|---|---|
| $6.81 | $4.65 |

11F **Gasoline Fuel Additive**

| OIL PATCH | HOLLON OIL |
|---|---|
| no bid | $1.09 |

# SPECIFICATIONS & BID PAGE (CON'T)

11G **Diesel Fuel Additive**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| | $21.50 | $4.79 |

11H **Engine Oil Additive**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| | $28.75 | $2.50 |

11I **Aerosol Lubricant**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| | no bid | $2.19 |

12 **Mineral Spirits made available in the following sizes:** 5 Gallon, 55 Gallon

12A **Mineral Spirits meeting specifications for:**
**Naptha, Parts Cleaner**

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| 5 Gallon | $19.57 | $25.50 |
| 55 Gallon | $184.00 | $363.50 |

13. **Easy Slide RB-9512 Dryfilm Lubricant :** Sizes 12.8 oz. can

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| 12.8 oz. can | no bid | no bid |

## REQUIREMENTS AGREEMENT
## C-08-012A-00-00

THIS AGREEMENT (the "Agreement") is entered into effective **May 13, 2008** by and between **Hollon Oil Company** a Texas Corporation ("Seller") and **Hidalgo County** ,("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products**", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of 6 months and;

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products that Buyer may require for use by Buyer in "Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products" an area of Hidalgo County projects for a period of six (6) months from **May 16, 2008** to **November 16, 2008** , and may be extend for an additional six (6) months , and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

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

4. General Provisions.

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

the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to Buyer:

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

If to Seller:

Hollon Oil Company.
Attention: Daniel Arriaga
PO Box 8068.
Weslaco, Texas 78599

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon thirty (30) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program

requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

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

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

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

**Hollon Oil Company**

By:_____

Printed Name: _____

Title:_____

Approved on Commissioners' Court_____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

# EXHIBIT "A"
# SPECIFICATIONS

**HIDALGO COUNTY**
**"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)**
**AND ANTI-FREEZE PRODUCTS"**
**2008-012-03-05-otm**

# SPECIFICATIONS & BID PAGE

**1** **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

# SPECIFICATIONS & BID PAGE (CON'T)

**1E. Rotella T (15 W-40 C J 4)**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

**2 Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

**2A SAE 5W-30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

**2B SAE10W-30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

**2C SAE5W-20**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

**2D SAE30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

# SPECIFICATIONS & BID PAGE (CON'T)

2E **SAE40**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

**3 Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |

3B **Type F ATF** meeting Ford M2C33-F specifications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |

3C **Mercon 5 - Trasmission Fluid**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **12 / 1 Qt.** | | | |
| **16 Gallon** | | | |
| **55 Gallon** | | | |

**4 Tractor Hydraulic Fluids**
**Made available in the following sizes: 5 Gallon, 55 Gallon**
**Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **5 Gallon** | | | |
| **55 Gallon** | | | |

5 **Differential/ Final Drive Gear Lubricants**
**Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5A **SAE 80W-90 Gear lubricant meeting the following specifications:**
**GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5B **SAE 85W-140 Gear lubricant meeting the following specifications:**
**GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5C **SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:**
**GL-5, MT-1, Mack GO-J**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5D **SAE 50W Synthetic Transmission lubricant meeting the following specifications:**
**MT-1 performance for Eaton, Mack, Meritor, Navistar**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.

6A ISO 32

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

6B ISO 46

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

6C ISO 68

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

6D ISO 100

| | Brand | | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, Gallon Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Pint | | | |
| Quart | | | |
| Gallon | | | |

7B Power Steering Fluid

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Pint | | | |
| Quart | | | |
| Gallon | | | |

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Case 10 | | | |
| 35# Pail | | | |
| 120 # Keg | | | |
| 55 Gallon | | | |

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Case 10 | | | |
| 35# Pail | | | |
| 120 # Keg | | | |

# SPECIFICATIONS & BID PAGE (CON'T)

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 1 Gallon | | | |
| 55 Gallon | | | |

10B Extended Life Antifreeze/ Coolant meeting specifications for:
CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 1 Gallon | | | |
| 55 Gallon | | | |

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner

| Size | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

11B Aerosol Engine Degreaser

| Size | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

11C Aerosol Starting Fluid

| Size | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

11D Aerosol Penetrating Oil

| Size | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

11E Oil Absorbent

| Size | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

11F Gasoline Fuel Additive

| Size | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

# SPECIFICATIONS & BID PAGE (CON'T)

**11G** **Diesel Fuel Additive**

| Size | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| _____ | _____ | _____ | _____ |

**11H** **Engine Oil Additive**

| Size | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| _____ | _____ | _____ | _____ |

**11I** **Aerosol Lubricant**

| Size | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| _____ | _____ | _____ | _____ |

**12** **Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon**

**12A** **Mineral Spirits meeting specifications for:**
**Naptha, Parts Cleaner**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | _____ | _____ | _____ |
| 55 Gallon | _____ | _____ | _____ |

**13.** **Easy Slide RB-9512 Dryfilm Lubricant : Sizes 12.8 oz. can**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 12.8 oz. can | _____ | _____ | _____ |

**COMPANY NAME:** _____

**ADDRESS:** _____

**CITY/STATE/ZIP:** _____

**AUTHORIZED SIGNATURE:** _____

**AUTHORIZED SIGNATURE PRINT:** _____

**TITLE:** _____

**TELEPHONE NUMBER:** _____

**FAX NUMBER:** _____

# EXHIBIT "B"
# FEE SCHEDULE

# TABULATION SHEET - HOLLON OIL

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

| | HOLLON OIL |
|---|---|
| **Quart** | **$1.77 qt** |
| **Gallon** | **$6.42** |
| **5 Gallon** | **$28.50** |
| **55 Gallon** | **$304.50** |
| **Bulk** | **$4.98 gal** |

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | HOLLON OIL |
|---|---|
| **5 Gallon** | **$28.50** |
| **55 Gallon** | **$304.50** |

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | HOLLON OIL |
|---|---|
| **Quart** | **$1.77 qt** |
| **Gallon** | **$6.40** |
| **5 Gallon** | **$28.50** |
| **55 Gallon** | **$304.00** |
| **Bulk** | **$5.48** |

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

| | HOLLON OIL |
|---|---|
| **Quart** | **$1.77** |
| **Gallon** | **$6.40** |
| **5 Gallon** | **$28.50** |
| **55 Gallon** | **$304.00** |
| **Bulk** | **$4.79** |

# TABULATION SHEET- HOLLON OIL (CON'T)

**1E. Rotella T (15 W-40 C J 4)**

| | HOLLON OIL |
|---|---|
| **Quart** | **$2.43** |
| **Gallon** | **$9.39** |
| **5 Gallon** | **$42.88** |
| **55 Gallon** | **$459.98** |

**2 Gasoline Engine Lubricants**

Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30**

| | HOLLON OIL |
|---|---|
| **Quart** | **$1.69** |
| **55 Gallon** | **$293.00** |
| **Bulk** | **$4.96** |

2B **SAE10W-30**

| | HOLLON OIL |
|---|---|
| **Quart** | **$1.69** |
| **Gallon** | **$6.79** |
| **5 Gallon** | **$35.00** |
| **55 Gallon** | **$291.40** |
| **Bulk** | **$4.96** |

2C **SAE5W-20**

| | HOLLON OIL |
|---|---|
| **55 Gallon** | **$291.40** |
| **Bulk** | **$4.96** |

2D **SAE30**

| | HOLLON OIL |
|---|---|
| **Quart** | **$1.69** |
| **55 Gallon** | **$347.50** |
| **Bulk** | **$6.15** |

2E **SAE40**

| | HOLLON OIL |
|---|---|
| **Quart** | **$1.69** |
| **55 Gallon** | **$347.50** |
| **Bulk** | **$6.15** |

# TABULATION SHEET- HOLLON OIL (CON'T)

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

| | HOLLON OIL |
|---|---|
| **Quart** | **$1.65** |
| **55 Gallon** | **$276.25** |

3B **Type F ATF** meeting Ford M2C33-F specifications

| | HOLLON OIL |
|---|---|
| **Quart** | **$1.74** |
| **55 Gallon** | **$364.19** |

3C **Mercon 5 - Trasmission Fluid**

| | HOLLON OIL |
|---|---|
| **12 / 1 Qt.** | **$2.45** |
| **55 Gallon** | **$456.42** |

4 **Tractor Hydraulic Fluids**
**Made available in the following sizes: 5 Gallon, 55 Gallon**
**Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems**

| | HOLLON OIL |
|---|---|
| **5 Gallon** | **$28.50** |
| **55 Gallon** | **$293.99** |

5 **Differential/ Final Drive Gear Lubricants**
**Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum**

| | HOLLON OIL |
|---|---|
| **35# Pail** | **$27.27** |
| **400 Lb Drum** | **$299.98** |

5A **SAE 80W-90 Gear lubricant meeting the following specifications:**
**GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

| | HOLLON OIL |
|---|---|
| **35# Pail** | **$29.95** |
| **120 Lb Keg** | **$117.50** |
| **400 Lb Drum** | **$329.43** |

# TABULATION SHEET- HOLLON OIL (CON'T)

5B SAE 85W-140 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

| | HOLLON OIL |
|---|---|
| 35# Pail | $29.95 |
| 120 Lb Keg | $117.50 |
| 400 Lb Drum | $329.43 |

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:
GL-5, MT-1, Mack GO-J

| | HOLLON OIL |
|---|---|
| 35# Pail | $67.38 |
| 120 Lb Keg | $217.80 |
| 400 Lb Drum | $696.69 |

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

| | HOLLON OIL |
|---|---|
| 35# Pail | $67.38 |
| 120 Lb Keg | $213.50 |
| 400 Lb Drum | $681.86 |

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

| | HOLLON OIL |
|---|---|
| 35# Pail | $67.38 |
| 120 Lb Keg | $213.50 |
| 400 Lb Drum | $681.86 |

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

| | HOLLON OIL |
|---|---|
| 400 Lb Drum | $310.43 |

# TABULATION SHEET- HOLLON OIL (CON'T)

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

| | HOLLON OIL |
|---|---|
| 400 Lb Drum | $310.43 |

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.

6A ISO 32

| | HOLLON OIL |
|---|---|
| 5 Gallon | $25.40 |
| 55 Gallon | $277.16 |

6B ISO 46

| | HOLLON OIL |
|---|---|
| 5 Gallon | $25.40 |
| 55 Gallon | $277.16 |

6C ISO 68

| | HOLLON OIL |
|---|---|
| 5 Gallon | $25.40 |
| 55 Gallon | $277.16 |

6D ISO 100

| | HOLLON OIL |
|---|---|
| 5 Gallon | $25.40 |
| 55 Gallon | $277.16 |

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, Gallon Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

| | HOLLON OIL |
|---|---|
| Pint | $1.17 |
| Quart | $2.79 |
| Gallon | $12.95 |

7B Power Steering Fluid

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| Pint | no bid | $0.71 |
| Quart | $29.75 | $1.43 |
| Gallon | no bid | no bid |

# TABULATION SHEET- HOLLON OIL (CON'T)

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

| | HOLLON OIL |
|---|---|
| 5 Gallon | no bid |
| 55 Gallon | no bid |

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

| | HOLLON OIL |
|---|---|
| Case 10 | $1.14 |
| 35# Pail | $41.09 |
| 120 # Keg | $146.90 |
| 55 Gallon | $461.96 |

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

| | HOLLON OIL |
|---|---|
| Case 10 | $1.57 |
| 120 # Keg | $207.52 |

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

| | HOLLON OIL |
|---|---|
| 1 Gallon | $10.63 |

10B Extended Life Antifreeze/ Coolant meeting specifications for:
CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel

| | HOLLON OIL |
|---|---|
| 1 Gallon | $13.50 |
| 55 Gallon | $537.62 |

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner

| HOLLON OIL |
|---|
| no bid |

# TABULATION SHEET- HOLLON OIL (CON'T)

**11B Aerosol Engine Degreaser**

| HOLLON OIL |
|---|
| $1.50 |

**11C Aerosol Starting Fluid**

| HOLLON OIL |
|---|
| $1.86 |

**11D Aerosol Penetrating Oil**

| HOLLON OIL |
|---|
| $1.70 |

**11E Oil Absorbent**

| HOLLON OIL |
|---|
| $4.65 |

**11F Gasoline Fuel Additive**

| HOLLON OIL |
|---|
| $1.09 |

**11G Diesel Fuel Additive**

| | HOLLON OIL |
|---|---|
| | $4.79 |

**11H Engine Oil Additive**

| | HOLLON OIL |
|---|---|
| | $2.50 |

**11I Aerosol Lubricant**

| | HOLLON OIL |
|---|---|
| | $2.19 |

**13. Easy Slide RB-9512 Dryfilm Lubricant : Sizes 12.8 oz. can**

| | HOLLON OIL |
|---|---|
| 12.8 oz. can | no bid |

# EXHIBIT "C"
# INSURANCE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 06/13/2007

PRODUCER
Capitol City Insurance/The Insurance Store
8030 N. Mopac Expressway
2nd Floor
Austin TX 78759

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
Hollon Oil Company
PO Box 8068
Weslaco TX 78599

INSURER A: Stonington Insurance Co.
INSURER B: Texas Mutual Insurance Company
INSURER C: American International Specialty Lines Ins. 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.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>X Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC | SPJ00000061 | 07/01/2007 | 07/01/2008 | EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS<br>X MCS90<br>X Pollution Liability Incl. | SPJ00000061 | 07/01/2007 | 07/01/2008 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| | EXCESS LIABILITY<br>[ ] OCCUR [ ] CLAIMS MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$<br>$<br>$<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | TSF0001133067 | 07/01/2007 | 07/01/2008 | X WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S. Business Hwy 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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 CORPORATION 1988

# TABULATION SHEET - HOLLON OIL

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

| | HOLLON OIL |
|---|---|
| **Quart** | **$1.77 qt** |
| **Gallon** | **$6.42** |
| **5 Gallon** | **$28.50** |
| **55 Gallon** | **$304.50** |
| **Bulk** | **$4.98 gal** |

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | HOLLON OIL |
|---|---|
| **5 Gallon** | **$28.50** |
| **55 Gallon** | **$304.50** |

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | HOLLON OIL |
|---|---|
| **Quart** | **$1.77 qt** |
| **Gallon** | **$6.40** |
| **5 Gallon** | **$28.50** |
| **55 Gallon** | **$304.00** |
| **Bulk** | **$5.48** |

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

| | HOLLON OIL |
|---|---|
| **Quart** | **$1.77** |
| **Gallon** | **$6.40** |
| **5 Gallon** | **$28.50** |
| **55 Gallon** | **$304.00** |
| **Bulk** | **$4.79** |

# TABULATION SHEET- HOLLON OIL (CON'T)

**1E. Rotella T (15 W-40 C J 4)**

| | HOLLON OIL |
|---|---|
| **Quart** | **$2.43** |
| **Gallon** | **$9.39** |
| **5 Gallon** | **$42.88** |
| **55 Gallon** | **$459.98** |

2 **Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API. SL, SJ, SH, ILSAC-GF3 Multigrades only FORD WSS=M2C153H 5W-20 only

2A **SAE 5W-30**

| | HOLLON OIL |
|---|---|
| **Quart** | **$1.69** |
| **55 Gallon** | **$293.00** |
| **Bulk** | **$4.96** |

2B **SAE10W-30**

| | HOLLON OIL |
|---|---|
| **Quart** | **$1.69** |
| **Gallon** | **$6.79** |
| **5 Gallon** | **$35.00** |
| **55 Gallon** | **$291.40** |
| **Bulk** | **$4.96** |

2C **SAE5W-20**

| | HOLLON OIL |
|---|---|
| **55 Gallon** | **$291.40** |
| **Bulk** | **$4.96** |

2D **SAE30**

| | HOLLON OIL |
|---|---|
| **Quart** | **$1.69** |
| **55 Gallon** | **$347.50** |
| **Bulk** | **$6.15** |

2E **SAE40**

| | HOLLON OIL |
|---|---|
| **Quart** | **$1.69** |
| **55 Gallon** | **$347.50** |
| **Bulk** | **$6.15** |

# TABULATION SHEET- HOLLON OIL (CON'T)

**3** **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

| | HOLLON OIL |
|---|---|
| **Quart** | **$1.65** |
| **55 Gallon** | **$276.25** |

3B **Type F ATF** meeting Ford M2C33-F specifications

| | HOLLON OIL |
|---|---|
| **Quart** | **$1.74** |
| **55 Gallon** | **$364.19** |

3C **Mercon 5 - Trasmission Fluid**

| | HOLLON OIL |
|---|---|
| **12 / 1 Qt.** | **$2.45** |
| **55 Gallon** | **$456.42** |

**4** **Tractor Hydraulic Fluids**
**Made available in the following sizes: 5 Gallon, 55 Gallon**
**Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems**

| | HOLLON OIL |
|---|---|
| **5 Gallon** | **$28.50** |
| **55 Gallon** | **$293.99** |

**5** **Differential/ Final Drive Gear Lubricants**
**Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum**

| | HOLLON OIL |
|---|---|
| **35# Pail** | **$27.27** |
| **400 Lb Drum** | **$299.98** |

**5A** **SAE 80W-90 Gear lubricant meeting the following specifications: GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

| | HOLLON OIL |
|---|---|
| **35# Pail** | **$29.95** |
| **120 Lb Keg** | **$117.50** |
| **400 Lb Drum** | **$329.43** |

# TABULATION SHEET- HOLLON OIL (CON'T)

5B SAE 85W-140 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

| | HOLLON OIL |
|---|---|
| 35# Pail | $29.95 |
| 120 Lb Keg | $117.50 |
| 400 Lb Drum | $329.43 |

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:
GL-5, MT-1, Mack GO-J

| | HOLLON OIL |
|---|---|
| 35# Pail | $67.38 |
| 120 Lb Keg | $217.80 |
| 400 Lb Drum | $696.69 |

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

| | HOLLON OIL |
|---|---|
| 35# Pail | $67.38 |
| 120 Lb Keg | $213.50 |
| 400 Lb Drum | $681.86 |

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

| | HOLLON OIL |
|---|---|
| 35# Pail | $67.38 |
| 120 Lb Keg | $213.50 |
| 400 Lb Drum | $681.86 |

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

| | HOLLON OIL |
|---|---|
| 400 Lb Drum | $310.43 |

# TABULATION SHEET- HOLLON OIL (CON'T)

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

| | HOLLON OIL |
|---|---|
| 400 Lb Drum | $310.43 |

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.

6A ISO 32

| | HOLLON OIL |
|---|---|
| 5 Gallon | $25.40 |
| 55 Gallon | $277.16 |

6B ISO 46

| | HOLLON OIL |
|---|---|
| 5 Gallon | $25.40 |
| 55 Gallon | $277.16 |

6C ISO 68

| | HOLLON OIL |
|---|---|
| 5 Gallon | $25.40 |
| 55 Gallon | $277.16 |

6D ISO 100

| | HOLLON OIL |
|---|---|
| 5 Gallon | $25.40 |
| 55 Gallon | $277.16 |

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, Gallon Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

| | HOLLON OIL |
|---|---|
| Pint | $1.17 |
| Quart | $2.79 |
| Gallon | $12.95 |

7B Power Steering Fluid

| | OIL PATCH | HOLLON OIL |
|---|---|---|
| Pint | no bid | $0.71 |
| Quart | $29.75 | $1.43 |
| Gallon | no bid | no bid |

# TABULATION SHEET- HOLLON OIL (CON'T)

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

| | HOLLON OIL |
|---|---|
| 5 Gallon | no bid |
| 55 Gallon | no bid |

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

| | HOLLON OIL |
|---|---|
| Case 10 | $1.14 |
| 35# Pail | $41.09 |
| 120 # Keg | $146.90 |
| 55 Gallon | $461.96 |

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

| | HOLLON OIL |
|---|---|
| Case 10 | $1.57 |
| 120 # Keg | $207.52 |

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

| | HOLLON OIL |
|---|---|
| 1 Gallon | $10.63 |

10B Extended Life Antifreeze/ Coolant meeting specifications for:
CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel

| | HOLLON OIL |
|---|---|
| 1 Gallon | $13.50 |
| 55 Gallon | $537.62 |

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner

| HOLLON OIL |
|---|
| no bid |

# TABULATION SHEET- HOLLON OIL (CON'T)

11B Aerosol Engine Degreaser

| HOLLON OIL |
| --- |
| $1.50 |

11C Aerosol Starting Fluid

| HOLLON OIL |
| --- |
| $1.86 |

11D Aerosol Penetrating Oil

| HOLLON OIL |
| --- |
| $1.70 |

11E Oil Absorbent

| HOLLON OIL |
| --- |
| $4.65 |

11F Gasoline Fuel Additive

| HOLLON OIL |
| --- |
| $1.09 |

11G Diesel Fuel Additive

| HOLLON OIL |
| --- |
| $4.79 |

11H Engine Oil Additive

| HOLLON OIL |
| --- |
| $2.50 |

11I Aerosol Lubricant

| HOLLON OIL |
| --- |
| $2.19 |

13. Easy Slide RB-9512 Dryfilm Lubricant : Sizes 12.8 oz. can

| | HOLLON OIL |
| --- | --- |
| 12.8 oz. can | no bid |

# REQUIREMENTS AGREEMENT
# C-08-012-00-00

THIS AGREEMENT (the "Agreement") is entered into effective **May 13, 2008** by and between **Oil Patch Fuel & Supply, Inc.** a Texas Corporation ("Seller") and **Hidalgo County** ,("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products**", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of 6 months and;

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products that Buyer may require for use by Buyer in "Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products" an area of Hidalgo County projects for a period of six (6) months from **May 16, 2008** to **November 16, 2008 ,** and may be extend for an additional six (6) months , and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

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

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

| | |
|---|---|
| If to Buyer: | Hidalgo County<br>Attention: County Judge<br>100 E. Cano, 2nd Floor<br>Edinburg, Texas 78539 |
| If to Seller: | Oil Patch Fuel & Supply, Inc.<br>Attention: Mr. David Lorenz<br>1905 Bayou Ct.<br>Brownsville, Tx. 78526 |

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or

convenient to effectuate and carry out the terms of this Agreement.

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon thirty (30) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or

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

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

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

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

Oil Patch Fuel & Supply, Inc.

By:_____

Printed Name: _____

Title:_____

Approved on Commissioners' Court_____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

# EXHIBIT "A"
# SPECIFICATIONS

**HIDALGO COUNTY**
**"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)**
**AND ANTI-FREEZE PRODUCTS"**
**2008-012-03-05-otm**

# SPECIFICATIONS & BID PAGE

**1 Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

# SPECIFICATIONS & BID PAGE (CON'T)

**1E. Rotella T (15 W-40 C J 4)**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

**2 Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

**2A SAE 5W-30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

**2B SAE10W-30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

**2C SAE5W-20**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

**2D SAE30**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

2E **SAE40**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |
| **Bulk** | | | |

**3** **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |

3B **Type F ATF** meeting Ford M2C33-F specifications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **Quart** | | | |
| **Gallon** | | | |
| **5 Gallon** | | | |
| **55 Gallon** | | | |

3C **Mercon 5 - Trasmission Fluid**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **12 / 1 Qt.** | | | |
| **16 Gallon** | | | |
| **55 Gallon** | | | |

**4** **Tractor Hydraulic Fluids**
**Made available in the following sizes: 5 Gallon, 55 Gallon**
**Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| **5 Gallon** | | | |
| **55 Gallon** | | | |

5 **Differential/ Final Drive Gear Lubricants**
**Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5A **SAE 80W-90 Gear lubricant meeting the following specifications:**
**GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5B **SAE 85W-140 Gear lubricant meeting the following specifications:**
**GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5C **SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:**
**GL-5, MT-1, Mack GO-J**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5D **SAE 50W Synthetic Transmission lubricant meeting the following specifications:**
**MT-1 performance for Eaton, Mack, Meritor, Navistar**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 35# Pail | | | |
| 120 Lb Keg | | | |
| 400 Lb Drum | | | |

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.

6A ISO 32

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

6B ISO 46

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

6C ISO 68

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

6D ISO 100

| | Brand | | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, Gallon Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Pint | | | |
| Quart | | | |
| Gallon | | | |

7B Power Steering Fluid

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Pint | | | |
| Quart | | | |
| Gallon | | | |

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Case 10 | | | |
| 35# Pail | | | |
| 120 # Keg | | | |
| 55 Gallon | | | |

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| Case 10 | | | |
| 35# Pail | | | |
| 120 # Keg | | | |

# SPECIFICATIONS & BID PAGE (CON'T)

10 **Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon**

10A **Ethylene Glycol Antifreeze meeting specifications for:**
**ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 1 Gallon | | | |
| 55 Gallon | | | |

10B **Extended Life Antifreeze/ Coolant meeting specifications for:**
**CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel**

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 1 Gallon | | | |
| 55 Gallon | | | |

11 **Shop Chemicals and Products made available in various sizes**

11A **Aerosol Brake Cleaner**

| Size | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

11B **Aerosol Engine Degreaser**

| Size | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

11C **Aerosol Starting Fluid**

| Size | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

11D **Aerosol Penetrating Oil**

| Size | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

11E **Oil Absorbent**

| Size | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

11F **Gasoline Fuel Additive**

| Size | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

# SPECIFICATIONS & BID PAGE (CON'T)

11G Diesel Fuel Additive

| Size | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

11H Engine Oil Additive

| Size | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

11I Aerosol Lubricant

| Size | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| | | | |

12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 5 Gallon | | | |
| 55 Gallon | | | |

13. Easy Slide RB-9512 Dryfilm Lubricant : Sizes 12.8 oz. can

| | Brand | Product No. | Price Per Unit |
|---|---|---|---|
| 12.8 oz. can | | | |

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNATURE PRINT: _____

TITLE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

# EXHIBIT "B"
# FEE SCHEDULE

# TABULATION SHEET - OIL PATCH

**1** **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | OIL PATCH |
|---|---|
| **Gallon** | **$9.49** |
| **Bulk** | **$6.24** |

**1E.** **Rotella T (15 W-40 C J 4)**

| | OIL PATCH |
|---|---|
| **Bulk** | **$7.57** |

**2** **Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30**

| | OIL PATCH |
|---|---|
| **5 Gallon** | **$38.70** |

2C **SAE5W-20**

| | OIL PATCH |
|---|---|
| **Quart** | **$2.23** |
| **5 Gallon** | **$38.70** |

**3** **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

| | OIL PATCH |
|---|---|
| **Gallon** | **$7.96** |
| **5 Gallon** | **$43.25 per pail** |

**5F** **CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 30W**

| | OIL PATCH |
|---|---|
| **35# Pail** | **$49.40** |

# TABULATION SHEET - OIL PATCH

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

| | OIL PATCH |
|---|---|
| 35# Pail | $49.40 |

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, Gallon
Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

| | OIL PATCH |
|---|---|
| 55 Gallon | $569.00 |

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

| | OIL PATCH |
|---|---|
| 35# Pail | $52.80 |

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

| | OIL PATCH |
|---|---|
| 55 Gallon | $451.54 |

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner

| OIL PATCH |
|---|
| $2.63 |

12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

| | OIL PATCH |
|---|---|
| 5 Gallon | $19.57 |
| 55 Gallon | $184.00 |

# EXHIBIT "C"
# INSURANCE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 10/05/07

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.

PRODUCER

FEDERATED MUTUAL INSURANCE COMPANY
Home Office: P.O. Box 328
Owatonna, MN 55060
Phone: 1-888-333-4949

COMPANIES AFFORDING COVERAGE

COMPANY A: FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY

COMPANY B:

COMPANY C:

COMPANY D:

INSURED

OIL PATCH FUEL & SUPPLY INC
1905 BAYOU CT
BROWNSVILLE TX 78526

217-910-9

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>OWNER'S & CONTRACTOR'S PROT | 9925394 | 10/01/07 | 10/01/08 | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) | $ 100,000 |
| | | | | | MED EXP (Any one person) | $ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>[X] HIRED AUTOS<br>[X] NON-OWNED AUTOS | 9925394 | 10/01/07 | 10/01/08 | COMBINED SINGLE LIMIT | $ 1,000,000 |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE | $ |
| | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY: | |
| | | | | | EACH ACCIDENT | $ |
| | | | | | AGGREGATE | $ |
| A | EXCESS LIABILITY<br>[X] UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | 9925395 | 10/01/07 | 10/01/08 | EACH OCCURRENCE | $ 2,000,000 |
| | | | | | AGGREGATE | $ 2,000,000 |
| | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL | | | | WC STATUTORY LIMITS [ ] OTH-ER | |
| | | | | | EL EACH ACCIDENT | $ |
| | | | | | EL DISEASE - POLICY LIMIT | $ |
| | | | | | EL DISEASE - EA EMPLOYEE | $ |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
CERTIFICATEHOLDER IS AN ADDITIONAL INSURED FOR GENERAL LIABILITY.
RE: DELIVERY OF FUEL

CERTIFICATE HOLDER

2179109

HIDALGO COUNTY PURCHASING DEPT
100 EAST CAN 4TH FLOOR
ADMINISTRATION BUILDING
EDINBURG TX 78539

30

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

PRESIDENT

© ACORD CORPORATION 1988

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 10/22/2007

PRODUCER
Capitol City Insurance/The Insurance Store
8030 N. Mopac Expressway
2nd Floor
Austin TX 78759

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
Oil Patch Fuel & Supply, Inc.
1905 Bayou Court
Brownsville TX 78526

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E: Texas Mutual Insurance

## 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.

| SR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | FIRE DAMAGE (Any one fire) | $ |
| | ☐ CLAIMS MADE ☐ OCCUR | | | | MED EXP (Any one person) | $ |
| | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | |
| | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | |
| | ☐ ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | ☐ 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 | TSF0001162184 | 11/01/2007 | 11/01/2008 | X WC STATU-TORY LIMITS ☐ OTH-ER | |
| | | | | | E.L. EACH ACCIDENT | $ 1000000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1000000 |
| | | | | | E.L. DISEASE - POLICY LIMIT | $ 1000000 |
| | OTHER | | | | | |

SCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

tn: Mary Maladonado
x: 956-318-2629

ERTIFICATE HOLDER ☐ ADDITIONAL INSURED; INSURER LETTER: ____

City of Hildago
Purchasing Dept
100 E Cano 4th Floor Admin Bld
Edinberg TX 78533

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 D Bowers


© ACORD CORPORATION 1988

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
2008-012-03-05-otm

# TABULATION SHEET - OIL PATCH

**1 Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

| | OIL PATCH |
|---|---|
| **Gallon** | **$9.49** |
| **Bulk** | **$6.24** |

**1E. Rotella T (15 W-40 C J 4)**

| | OIL PATCH |
|---|---|
| **Bulk** | **$7.57** |

**2 Gasoline Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30**

| | OIL PATCH |
|---|---|
| **5 Gallon** | **$38.70** |

2C **SAE5W-20**

| | OIL PATCH |
|---|---|
| **Quart** | **$2.23** |
| **5 Gallon** | **$38.70** |

**3 Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

| | OIL PATCH |
|---|---|
| **Gallon** | **$7.96** |
| **5 Gallon** | **$43.25 per pail** |

**5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications: Allison, C4, C3, Cat TO-4, TO-2, SAE 30W**

| | OIL PATCH |
|---|---|
| **35# Pail** | **$49.40** |

# TABULATION SHEET - OIL PATCH

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

| | OIL PATCH |
|---|---|
| 35# Pail | $49.40 |

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, Gallon
Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

| | OIL PATCH |
|---|---|
| 55 Gallon | $569.00 |

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

| | OIL PATCH |
|---|---|
| 35# Pail | $52.80 |

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

| | OIL PATCH |
|---|---|
| 55 Gallon | $451.54 |

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner

| OIL PATCH |
|---|
| $2.63 |

12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

| | OIL PATCH |
|---|---|
| 5 Gallon | $19.57 |
| 55 Gallon | $184.00 |

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

**BID OPENING DATE: March 05, 2008** **BID OPENING TIME: 9:30 A.M.**
**DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY - "LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"**
**BID NO: 2008-012-03-05-otm**

| NAME OF BIDDER: COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | ADDRESS & PHONE NO |
|---|---|---|---|---|
| 1. Oil Patch Fuel & Supply<br>Leslie Chavez<br>781-9047/ 781-9874 Fx | BLM | OLGA MONTERO | 2/20 | 4004 N. Cage<br>Pharr, TX 78577 |
| 2. Hollon Oil Company<br>956-968-9581 | BLM | OLGA MONTERO | | 1300 Daven Port<br>Weslaco, Texas 78596 |
| 3. Arnold Oil Company<br>Daniel Cortez 565-9571 Fx<br>1-800-384-2993 (p) 956-565-4737 | BLM | OLGA MONTERO | | PO Box 116<br>Mercedes, TX 78570 |
| 4. L.A. Lubricants<br>Greg 581-7776 //<br>239-1941 fax | BLM | OLGA MONTERO | | 715 N. Glasscock<br>Mission, Tx 78572 |
| 5. Tifco Industries | BLM | OLGA MONTERO | | 5104 E. Richardson<br>Edinburg Tx 78541 |
| 6. South Texas Petroleum<br>phone numbers not working | BLM | OLGA MONTERO | | 12 North Birch<br>Pharr. Texas 78577 |
| 7. Arguindegui Oil Co.<br>Rene Torres 956-722-5251 (c)<br>607-6471<br>956-722-7636 fax | BLM | OLGA MONTERO | | PO BOX 1367<br>Laredo, Tx 78042-1367 |
| Burton Auto Kenneth Bernal | IP | Olga Montero | 2/22/08 | 923 E. Univ Dr 380-1665 Edinburg |
| O'Reilly's | mail | Olga Montero | 2/20/08 | Edinburg |
| | | | | |
| | | | | |

***VIA:**
**IN PERSON (IP)**
**TELEPHONE REQUEST (TR)**
**BIDDER LIST MAIL OUT (BLM)**

# Memorandum

**To:** Purchasing Dept.

**Attn:** Olga Montero

**From:** Noe Montez, Pct. 1

**Date:** 4/24/2008

**Re:** Bid No. 2008-012-03-05 "Lubricants

---

Please be advised that Pct. 1 is recommending award of bid to low bidder meeting specifications in each category.

Thanks

Noe Montez

# PURCHASING DEPARTMENT
County Of Hidalgo

# MEMORANDUM

**TO:** Commissioner Sylvia Handy
Hidalgo County Precinct No. 1
Fax: 956-973-7804

**ATTN:** **Noe Montez/ ~~Raul Lozano~~**

**FROM:** Olga Montero, Buyer
Hidalgo County Purchasing Department

**DATE:** April 16, 2008

**RE:** **BID NO. 2008-012-03-05**
**BID - "LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"**

---

Enclosed, for your review, comments and recommendations, please find a copy of the Bid Tabulation Sheet and two (2) bids submitted for the referenced bid project.

**Please submit your recommendation as soon as possible in order to place on the next Commissioner's Court Meeting for award of bid.**

Please include the account number(s) for the above mentioned product:
Acct:# 8-1100-432-00-121-031-0-683 Acct:# 8-1231-432-00-121-033-0-683
8-1211-452-00-121-013-0-683

Award to Vendor(s): LOW BIDDER IN EACH CATEGORY
Meeting specs

Should you have any questions, or require further information, please do not hesitate to call me at (956) 318-2626.

Thank you for your attention and cooperation to this matter.

Lncl.

xc: file

# PURCHASING DEPARTMENT
County Of Hidalgo

# MEMORANDUM

**TO:** Commissioner Hector "Tito" Palacios — **Fax: 787-4683**
Hidalgo County Precinct No. 2

**ATTN:** **Yoli Cisneros/ Ricardo Cuellar**

**FROM:** Olga Montero, Buyer
Hidalgo County Purchasing Department

**DATE:** April 16, 2008

**RE:** **BID NO. 2008-012-03-05**
**BID - "LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"**

Enclosed, for your review, comments and recommendations, please find a copy of the Bid Tabulation Sheet and two (2) bids submitted for the referenced bid project.

**Please submit your recommendation as soon as possible in order to place on the next Commissioner's Court Meeting for award of bid.**

Please include the account number(s) for the above mentioned product.
Acct:# See attached Acct:# Acct. list

Award to Vendor(s): OIL Patch & Hollow Oil (Lowest Bidder on 6a. Item)
whoever has the product R. Cuellar Pct. #2

Should you have any questions, or require further information, please do not hesitate to call me at (956) 318-2626.

Thank you for your attention and cooperation to this matter.

Encl.

xc: file

RECEIVED
Yoli Cisneros
APR 18 08
Hidalgo County
PRECINCT #2

2812 S. Business Hwy 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

**AI-9161** **18.A.7.**

## Cabling, Installation, Time, Materials And Other Services
## CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Vangie Garcia, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Hidalgo County

### Information

**CAPTION**

Presentation for discussion, consideration and authorization to advertise with approval of RFP packet (i.e. specifications, requirements, terms & conditions and draft contract document (approved as to form by legal counsel) for: RFP NO: 2008-018-06-04-Cabling, Installation, Time, Materials And Other Services".

**BACKGROUND**

RFP Exhibits and Contract Document were forwarded to Legal Counsel for review and approval. Minor changes were recommended and have been initiated, other than those changes, legal counsel has approved the RFP Exhibits and Contract Document.

### 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:**

Available balance as of 05/09/2008 $32,583.35

### Attachments

Link: Exhibit B Evaluation

Link: Contract Document

Link: Additional Scope Of Services

Link: Exhibit A Requirements

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 05:37 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 07:59 AM | APRV |
| 3 | Andres Castro | Andres Castro | 05/09/2008 10:44 AM | APRV |
| 4 | Auditor's Office | Becky Morales | 05/09/2008 03:13 PM | APRV |

| | | | | |
|---|---|---|---|---|
| 5 | Court Administrator | Angela Garcia | 05/09/2008 03:13 PM | APRV |

Form Started By: Vangie Garcia Started On: 05/05/2008 10:41 AM

Final Approval Date: 05/09/2008

# EXHIBIT B

# EVALUATION CRITERIA

## REQUEST FOR PROPOSAL

"CABLING-INSTALLATION-TIME AND MATERIALS"

# SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Cabling-Installation-Time-Materials-Other Services" for Hidalgo County.

1. ELECTRICAL and TELE-DATA COMMUNICATIONS CONTRACTOR(s): (20 Points)
   The "Electrical and Tele-data Communications Contractor(s) should provide information related to its Qualifications. Must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)
   The "Electrical and Tele-data Communications Contractor(s)" must state, the approach and/or methodology, in achieving and rendering all services detailed and required as an "Electrical and Tele-data Communications Contractor(s)" in the "Request For Proposal".

3. COST FEES AND WARRANTY: (30 Points)
   Provide fees for services and warranty as detailed on requirements. Cost fee proposal should include any/all cost of permits, fees, warranty, etc.

4. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (30 Points)
   The "Electrical and Tele-data Communications Contractor(s)" should provide as much background information as to it's experiences in providing similar services, 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 and any additional service as described and detailed in specifications and requirements.

HIDALGO COUNTY-RFP EVALUATION FORM

# "CABLING-INSTALLATION-TIME AND MATERIALS"

| **Selection Criteria** | **Points** | **Score** |
|---|---|---|

1. ELECTRICAL and TELE-DATA COMMUNICATIONS CONTRACTOR(s):
The "Electrical and Tele-data Communications Contractor(s) should provide information related to its Qualifications. Must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

**20 Points** _____

Comments/Rationale For Points:_____

2. UNDERSTANDING THE SERVICES/METHODOLOGY:
The "Electrical and Tele-data Communications Contractor(s)" must state, the approach and/or methodology, in achieving and rendering all services detailed and required as an "Electrical and Tele-data Communications Contractor(s)" in the "Request For Proposal".

**20 Points** _____

Comments/Rationale For Points:_____

3. COST FEES AND WARRANTY:
Provide fees for services and warranty as detailed on requirements. Cost fee proposal should include any/all cost of permits, fees, warranty, etc.

**30 Points** _____

Comments/Rationale For Points:_____

4. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"
The "Electrical and Tele-data Communications Contractor(s)" should provide as much background information as to it's experiences in providing similar services, 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 and any additional service as described and detailed in specifications and requirements.

**30 Points** _____

Comments/Rationale For Points:_____

**Total Score** _____

Provider: _____

Evaluator: _____ Date: _____

# REQUIREMENTS AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of **„ 2008** by and between _____, ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "[Cabling, Installation, Time, Materials, And Other Services]", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Cabling, Installation, Time, Materials, And Other Services"** in the areas of **HIDALGO COUNTY** projects for a period of one year with the County's option to renew for one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

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

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law,

ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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

If to Seller:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** 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 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.

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

> (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

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

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

APPROVED BY COMMISSIONERS COURT ON, _____, 2008.

HIDALGO COUNTY

_____
Juan D. Salinas, III, County Judge

Date:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date:_____

Company: _____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: Date:_____

_____
Stephen L. Crain

# EXHIBIT "A"
# HIDALGO COUNTY ADDITIONAL SCOPE OF SERVICES "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. Proposers 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 propose on and perform work. Proposer(s) shall have demonstrated qualifications to install and test Fast Ethernet and Gigabit Ethernet Copper & Fiber cabling. Additionally, the successful proposer will be required to meet Hidalgo County Tele-Data conventions and standards. The successful Proposer 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 proposal, 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 of up to 285' includes service loop)*

| NON-PLENUM | CAT 3 ( 4 Pair) | CAT 5e | CAT 6 | KEY CABLE (25 Pair) | % Discount for Multi-runs same drop |
|---|---|---|---|---|---|
| Regular New Construction (Rough/Pre-Punch) | | | | | |
| Regular (Post-Punch) | | | | | |
| Expedited | | | | | |
| Emergency | | | | | |

| PLENUM | CAT 3 ( 4 Pair) | CAT 5e | CAT 6 | KEY CABLE (25 Pair) | % Discount for Multi-runs same drop |
|---|---|---|---|---|---|
| Regular New Construction (Rough/Pre-Punch) | | | | | |
| Regular (Post-Punch) | | | | | |
| Expedited | | | | | |
| Emergency | | | | | |

### Miscellaneous

| | CAT 3 ( 4 Pair) | CAT 5e | CAT 6 | KEY CABLE (25 Pair) |
|---|---|---|---|---|
| 3' Patch Cable | | | | |
| 5' Patch Cable | | | | |
| 7' Patch Cable | | | | |
| 10' Patch Cable | | | | |
| Custom (by foot) | | | | |
| 66 Block (Cat 5e) | | | | |
| 66 Block Cat 5e w/Connector | | | | |
| 5' Amphenol Cable (25 Pr) | | | | |
| 10' Amphenol cable (25 Pr) | | | | |
| 20' Amphenol Cable (25 Pr) | | | | |
| 24 Port Patch Panel (Modular) | | | | |
| 24 Port Patch Panel | | | | |
| 48 Port Patch Panel | | | | |
| 110 Wiring Blocks (100 Pr) | | | | |
| Cross Connect Wire 24 AGW | | | | |
| Neat Patch Cable Mgr w/patch cable (Cat 6 - 48 each) Kit | | | | |

### AUDIO, VIDEO & ALARM

| CABLE TYPE | Installed (P) | Installed (NP) | Cable Only (P) | Cable Only (NP) | With Connector (P) | With Connectors (NP) | OTHER |
|---|---|---|---|---|---|---|---|
| RG-6 Coaxial Cable | | | | | | | |
| RG-59 Coaxial Cable | | | | | | | |
| RG-59/18-2 Combo Cable | | | | | | | |
| Digital Coaxial Cable | | | | | | | |
| 18/2 Speaker Cable | | | | | | | |
| 18/2 Security Cable | | | | | | | |
| 22/4 Security Cable | | | | | | | |
| Other | | | | | | | |

*(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)*

## FIBER OPTIC CABLE (Multi-Mode)

**REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)**

| FIBER TYPE | NON-PLENUM | PLENUM | OSP | AERIAL | ARMORDED | TERMINATION | INNER DUCT (P) | INNER DUCT (NP) |
|---|---|---|---|---|---|---|---|---|
| 6 Strand | | | | | | | | |
| 12 Strand | | | | | | | | |
| 24 Strand | | | | | | | | |

**REGULAR**

| FIBER TYPE | NON-PLENUM | PLENUM | OSP | AERIAL | ARMORDED | TERMINATION | INNER DUCT (P) | INNER DUCT (NP) |
|---|---|---|---|---|---|---|---|---|
| 6 Strand | | | | | | | | |
| 12 Strand | | | | | | | | |
| 24 Strand | | | | | | | | |

**EXPEDITED**

| FIBER TYPE | NON-PLENUM | PLENUM | OSP | AERIAL | ARMORDED | TERMINATION | INNER DUCT (P) | INNER DUCT (NP) |
|---|---|---|---|---|---|---|---|---|
| 6 Strand | | | | | | | | |
| 12 Strand | | | | | | | | |
| 24 Strand | | | | | | | | |

**EMERGENCY**

| FIBER TYPE | NON-PLENUM | PLENUM | OSP | AERIAL | ARMORDED | TERMINATION | INNER DUCT (P) | INNER DUCT (NP) |
|---|---|---|---|---|---|---|---|---|
| 6 Strand | | | | | | | | |
| 12 Strand | | | | | | | | |
| 24 Strand | | | | | | | | |

## FIBER OPTIC PATCH CABLES

| DUPLEX | ST-ST | ST-SC | SC-SC | ST-LC | LC-LC |
|---|---|---|---|---|---|
| .3 mmPatch | | | | | |
| 1m Patch | | | | | |
| 3m Patch | | | | | |

## FIBER OPTIC CABLE (Single-Mode)

**REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)**

| FIBER TYPE | NON-PLENUM | PLENUM | OSP | AERIAL | ARMORDED | TERMINATION | INNER DUCT (P) | INNER DUCT (NP) |
|---|---|---|---|---|---|---|---|---|
| 6 Strand | | | | | | | | |
| 12 Strand | | | | | | | | |
| 24 Strand | | | | | | | | |

**REGULAR**

| FIBER TYPE | NON-PLENUM | PLENUM | OSP | AERIAL | ARMORDED | TERMINATION | INNER DUCT (P) | INNER DUCT (NP) |
|---|---|---|---|---|---|---|---|---|
| 6 Strand | | | | | | | | |
| 12 Strand | | | | | | | | |
| 24 Strand | | | | | | | | |

**EXPEDITED**

| FIBER TYPE | NON-PLENUM | PLENUM | OSP | AERIAL | ARMORDED | TERMINATION | INNER DUCT (P) | INNER DUCT (NP) |
|---|---|---|---|---|---|---|---|---|
| 6 Strand | | | | | | | | |
| 12 Strand | | | | | | | | |
| 24 Strand | | | | | | | | |

**EMERGENCY**

| FIBER TYPE | NON-PLENUM | PLENUM | OSP | AERIAL | ARMORDED | TERMINATION | INNER DUCT (P) | INNER DUCT (NP) |
|---|---|---|---|---|---|---|---|---|
| 6 Strand | | | | | | | | |
| 12 Strand | | | | | | | | |
| 24 Strand | | | | | | | | |

## FIBER OPTIC PATCH CABLES

| DUPLEX | ST-ST | ST-SC | SC-SC | ST-LC | LC-LC |
|---|---|---|---|---|---|
| .3 mmPatch | | | | | |
| 1m Patch | | | | | |
| 3m Patch | | | | | |

## FIBER OPTIC MISC

| | 6-PAK (SM) | 6 PAK (MM) | 12 PAK (SM) | 12 PAK (MM) | ENCLOSURE WALL MOUNT | ENCLOSURE RACK MOUNT |
|---|---|---|---|---|---|---|
| ST | | | | | | |
| SC | | | | | | |
| LC | | | | | | |

## WALL MOUNT RACKS 18" DEEP

| | 24" | 36" | 48" |
|---|---|---|---|
| Open Wall Mount Rack | | | |
| Enclosed/Locking Wall Mount Rack | | | |
| Labor to Install | | | |
| | | | |

## WALL MOUNT RACKS 24" DEEP

| | 24" | 36" | 48" |
|---|---|---|---|
| Open Wall Mount Rack | | | |
| Enclosed/Locking Wall Mount Rack | | | |
| Labor to Install | | | |
| | | | |

## FLOOR MOUNT RACKS

| DESCRIPTION | 7' | Other |
|---|---|---|
| Floor Mount Open Rack Alminum | | |
| Installation | | |
| Floor Mount Open Rack 4 –Post Frame (Black) | | |
| Installation | | |
| Open Cabinet with Casters (Black) | | |
| Installation | | |
| Open Cabinet with Side Panels Only (Black) | | |
| Installation | | |
| Cabinet with Side Panels and Front and Back Locking Doors | | |
| Installation | | |
| Ladder Rack Assembly 10' Sections & Hardware | | |
| Installation | | |
| Vertical Cable Management for Open Floor Mount Rack | | |
| Fan/Filter Kit for Wall-Mount Rack with Enclosure | | |
| Fan/Filter Kit for Enclosed Floor Mount Cabinet | | |

## UPS

| Description | Tower | Rack Mount | Other |
|---|---|---|---|
| 500 | | | |
| 750 | | | |
| 1000 | | | |
| 1200 | | | |
| 1500 | | | |
| 1750 | | | |
| 2000 | | | |
| 3000 | | | |

## MISCELLANEOUS

| DESCRIPTION | PRICE PER UNIT |
|---|---|
| J HOOKS Wall Hangers | |
| Cable Support Saddles | |
| D-Rings | |
| Wire Mold Raceway | |
| Wire Mold Boxes | |
| Wire Mold Clips | |
| Low Voltage Single Gang Box | |
| | |
| | |
| | |
| | |
| | |

| DESCRIPTION | PRICE PER UNIT |
|---|---|
| Concrete Penetrations | |
| Fire Wall Penetrations | |
| Asbestos Penetration | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

## INFRASTRUCTURE FOR COOPER & FIBER EXTERIOR WORK per foot

| | 2" CONDUIT | 4" CONDUIT | TRENCHING | TRENCHING (ASHPALT/CALICHE) | 4" BORE | 6" BORE | PULL BOX 2X3X2 | PULL BOX 6X4X3 | |
|---|---|---|---|---|---|---|---|---|---|
| Regular | | | | | | | | | |
| Expedited | | | | | | | | | |
| Emergency | | | | | | | | | |
| Long Bend Elbows | | | | | | | | | |
| Regular Elbows | | | | | | | | | |
| LB ACCESS FITTINGS | | | | | | | | | |

*Trenching 3' deep by 4" wide*

## SERVICE CALL/TROUBLE SHOOTING
**Price Per Hour**

| | FIBER OPTIC | DATA | TELEPHONE/FAX | ACCESS CONTROL | AUDIO/VIDEO | OTHER |
|---|---|---|---|---|---|---|
| Regular Hours | | | | | | |
| After Hours/Holiday | | | | | | |
| Expedited | | | | | | |
| Emergency | | | | | | |

## ETHERNET-ENABLE CONTROLLERS
**(Power over Ethernet)**

| Description | Price Per Unit | Installation & Programming | | |
|---|---|---|---|---|
| INTEGRAL Intelli-m 4 Control Module Kit | | | | |
| INTEGRAL Intelli-m Single Control Module Kit | | | | |
| INTEGRAL Single Module Add-on Kit | | | | |
| Proximity Reader | | | | |
| Electric Door Strike (Wood) | | | | |
| Electric Door Strike (Metal) | | | | |

| | | | | |
|---|---|---|---|---|
| Electromagnetic Lock | | | | |
| Request to Exit Buttons | | | | |
| 12/24 Power Supply | | | | |

## 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 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 proposer. 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.** Proposer 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.** Proposer 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 Proposer 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 Proposer. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

**11.** Proposer shall provide a document detailing the staffing level of the Proposer's firm by job classification (i.e. cable installer, installers helper and qualifications of staff). THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

**12.** Proposer shall provide a list of equipment owned; fiber and copper, description and any additional information as needed. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

**13.** Proposer shall provide a list of certificates and cables covered by manufacturer training and certification. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

**14.** Proposer 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. Proposer 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 Proposer. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the Hidalgo County Purchasing Agent, Proposer 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 Proposers 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. **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 Proposer(s) submitting the lowest bid prices(s) and meeting all requirements of this Request for Proposal.
        b. **Secondary Vendor** the responsible Proposer(s) submitting the second lowest proposal(s) and meeting all requirements of this Request for Proposal.

    Hidalgo County reserves the right to award on an "all or none" or "by line item" basis. Proposer may propose on any or all items in order to be considered responsive to this Request for Proposal.

4. **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.

5. **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. Proposer must include all costs in the delivered unit price.

6. **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.

7. **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 Proposer 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, May 28, 2008 by 5:00 P.M... Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, May 30, 2008 by 5:00 p.m..

# EXHIBIT "A"
# HIDALGO COUNTY ADDITIONAL SCOPE OF SERVICES "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. Proposers 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 propose on and perform work. Proposer(s) shall have demonstrated qualifications to install and test Fast Ethernet and Gigabit Ethernet Copper & Fiber cabling. Additionally, the successful proposer will be required to meet Hidalgo County Tele-Data conventions and standards. The successful Proposer 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 proposal, 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 of up to 285' includes service loop)*

| NON-PLENUM | CAT 3 ( 4 Pair) | CAT 5e | CAT 6 | KEY CABLE (25 Pair) | % Discount for Multi-runs same drop |
|---|---|---|---|---|---|
| Regular New Construction (Rough/Pre-Punch) | | | | | |
| Regular (Post-Punch) | | | | | |
| Expedited | | | | | |
| Emergency | | | | | |

| PLENUM | CAT 3 ( 4 Pair) | CAT 5e | CAT 6 | KEY CABLE (25 Pair) | % Discount for Multi-runs same drop |
|---|---|---|---|---|---|
| Regular New Construction (Rough/Pre-Punch) | | | | | |
| Regular (Post-Punch) | | | | | |
| Expedited | | | | | |
| Emergency | | | | | |

### Miscellaneous

| | CAT 3 ( 4 Pair) | CAT 5e | CAT 6 | KEY CABLE (25 Pair) |
|---|---|---|---|---|
| 3' Patch Cable | | | | |
| 5' Patch Cable | | | | |
| 7' Patch Cable | | | | |
| 10' Patch Cable | | | | |
| Custom (by foot) | | | | |
| 66 Block (Cat 5e) | | | | |
| 66 Block Cat 5e w/Connector | | | | |
| 5' Amphenol Cable (25 Pr) | | | | |
| 10' Amphenol cable (25 Pr) | | | | |
| 20' Amphenol Cable (25 Pr) | | | | |
| 24 Port Patch Panel (Modular) | | | | |
| 24 Port Patch Panel | | | | |
| 48 Port Patch Panel | | | | |
| 110 Wiring Blocks (100 Pr) | | | | |
| Cross Connect Wire 24 AGW | | | | |
| Neat Patch Cable Mgr w/patch cable (Cat 6 - 48 each) Kit | | | | |

### AUDIO, VIDEO & ALARM

| CABLE TYPE | Installed (P) | Installed (NP) | Cable Only (P) | Cable Only (NP) | With Connector (P) | With Connectors (NP) | OTHER |
|---|---|---|---|---|---|---|---|
| RG-6 Coaxial Cable | | | | | | | |
| RG-59 Coaxial Cable | | | | | | | |
| RG-59/18-2 Combo Cable | | | | | | | |
| Digital Coaxial Cable | | | | | | | |
| 18/2 Speaker Cable | | | | | | | |
| 18/2 Security Cable | | | | | | | |
| 22/4 Security Cable | | | | | | | |
| Other | | | | | | | |

*(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)*

## FIBER OPTIC CABLE (Multi-Mode)

**REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)**

| FIBER TYPE | NON-PLENUM | PLENUM | OSP | AERIAL | ARMORDED | TERMINATION | INNER DUCT (P) | INNER DUCT (NP) |
|---|---|---|---|---|---|---|---|---|
| 6 Strand | | | | | | | | |
| 12 Strand | | | | | | | | |
| 24 Strand | | | | | | | | |

**REGULAR**

| FIBER TYPE | NON-PLENUM | PLENUM | OSP | AERIAL | ARMORDED | TERMINATION | INNER DUCT (P) | INNER DUCT (NP) |
|---|---|---|---|---|---|---|---|---|
| 6 Strand | | | | | | | | |
| 12 Strand | | | | | | | | |
| 24 Strand | | | | | | | | |

**EXPEDITED**

| FIBER TYPE | NON-PLENUM | PLENUM | OSP | AERIAL | ARMORDED | TERMINATION | INNER DUCT (P) | INNER DUCT (NP) |
|---|---|---|---|---|---|---|---|---|
| 6 Strand | | | | | | | | |
| 12 Strand | | | | | | | | |
| 24 Strand | | | | | | | | |

**EMERGENCY**

| FIBER TYPE | NON-PLENUM | PLENUM | OSP | AERIAL | ARMORDED | TERMINATION | INNER DUCT (P) | INNER DUCT (NP) |
|---|---|---|---|---|---|---|---|---|
| 6 Strand | | | | | | | | |
| 12 Strand | | | | | | | | |
| 24 Strand | | | | | | | | |

## FIBER OPTIC PATCH CABLES

| DUPLEX | ST-ST | ST-SC | SC-SC | ST-LC | LC-LC |
|---|---|---|---|---|---|
| .3 mmPatch | | | | | |
| 1m Patch | | | | | |
| 3m Patch | | | | | |

## FIBER OPTIC CABLE (Single-Mode)

**REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)**

| FIBER TYPE | NON-PLENUM | PLENUM | OSP | AERIAL | ARMORDED | TERMINATION | INNER DUCT (P) | INNER DUCT (NP) |
|---|---|---|---|---|---|---|---|---|
| 6 Strand | | | | | | | | |
| 12 Strand | | | | | | | | |
| 24 Strand | | | | | | | | |

**REGULAR**

| FIBER TYPE | NON-PLENUM | PLENUM | OSP | AERIAL | ARMORDED | TERMINATION | INNER DUCT (P) | INNER DUCT (NP) |
|---|---|---|---|---|---|---|---|---|
| 6 Strand | | | | | | | | |
| 12 Strand | | | | | | | | |
| 24 Strand | | | | | | | | |

**EXPEDITED**

| FIBER TYPE | NON-PLENUM | PLENUM | OSP | AERIAL | ARMORDED | TERMINATION | INNER DUCT (P) | INNER DUCT (NP) |
|---|---|---|---|---|---|---|---|---|
| 6 Strand | | | | | | | | |
| 12 Strand | | | | | | | | |
| 24 Strand | | | | | | | | |

**EMERGENCY**

| FIBER TYPE | NON-PLENUM | PLENUM | OSP | AERIAL | ARMORDED | TERMINATION | INNER DUCT (P) | INNER DUCT (NP) |
|---|---|---|---|---|---|---|---|---|
| 6 Strand | | | | | | | | |
| 12 Strand | | | | | | | | |
| 24 Strand | | | | | | | | |

## FIBER OPTIC PATCH CABLES

| DUPLEX | ST-ST | ST-SC | SC-SC | ST-LC | LC-LC |
|---|---|---|---|---|---|
| .3 mmPatch | | | | | |
| 1m Patch | | | | | |
| 3m Patch | | | | | |

## FIBER OPTIC MISC

| | 6-PAK (SM) | 6 PAK (MM) | 12 PAK (SM) | 12 PAK (MM) | ENCLOSURE WALL MOUNT | ENCLOSURE RACK MOUNT |
|---|---|---|---|---|---|---|
| ST | | | | | | |
| SC | | | | | | |
| LC | | | | | | |

## WALL MOUNT RACKS 18" DEEP

| | 24" | 36" | 48" |
|---|---|---|---|
| Open Wall Mount Rack | | | |
| Enclosed/Locking Wall Mount Rack | | | |
| Labor to Install | | | |
| | | | |

## WALL MOUNT RACKS 24" DEEP

| | 24" | 36" | 48" |
|---|---|---|---|
| Open Wall Mount Rack | | | |
| Enclosed/Locking Wall Mount Rack | | | |
| Labor to Install | | | |
| | | | |

## FLOOR MOUNT RACKS

| DESCRIPTION | 7' | Other |
|---|---|---|
| Floor Mount Open Rack Alminum | | |
| Installation | | |
| Floor Mount Open Rack 4 –Post Frame (Black) | | |
| Installation | | |
| Open Cabinet with Casters (Black) | | |
| Installation | | |
| Open Cabinet with Side Panels Only (Black) | | |
| Installation | | |
| Cabinet with Side Panels and Front and Back Locking Doors | | |
| Installation | | |
| Ladder Rack Assembly 10' Sections & Hardware | | |
| Installation | | |
| Vertical Cable Management for Open Floor Mount Rack | | |
| Fan/Filter Kit for Wall-Mount Rack with Enclosure | | |
| Fan/Filter Kit for Enclosed Floor Mount Cabinet | | |

## UPS

| Description | Tower | Rack Mount | Other |
|---|---|---|---|
| 500 | | | |
| 750 | | | |
| 1000 | | | |
| 1200 | | | |
| 1500 | | | |
| 1750 | | | |
| 2000 | | | |
| 3000 | | | |

## MISCELLANEOUS

| DESCRIPTION | PRICE PER UNIT |
|---|---|
| J HOOKS Wall Hangers | |
| Cable Support Saddles | |
| D-Rings | |
| Wire Mold Raceway | |
| Wire Mold Boxes | |
| Wire Mold Clips | |
| Low Voltage Single Gang Box | |
| | |
| | |
| | |
| | |
| | |

| DESCRIPTION | PRICE PER UNIT |
|---|---|
| Concrete Penetrations | |
| Fire Wall Penetrations | |
| Asbestos Penetration | |
| | |
| | |
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| | |
| | |
| | |

## INFRASTRUCTURE FOR COOPER & FIBER EXTERIOR WORK per foot

| | 2" CONDUIT | 4" CONDUIT | TRENCHING | TRENCHING (ASHPALT/CALICHE) | 4" BORE | 6" BORE | PULL BOX 2X3X2 | PULL BOX 6X4X3 | |
|---|---|---|---|---|---|---|---|---|---|
| Regular | | | | | | | | | |
| Expedited | | | | | | | | | |
| Emergency | | | | | | | | | |
| Long Bend Elbows | | | | | | | | | |
| Regular Elbows | | | | | | | | | |
| LB ACCESS FITTINGS | | | | | | | | | |

*Trenching 3' deep by 4" wide*

## SERVICE CALL/TROUBLE SHOOTING
**Price Per Hour**

| | FIBER OPTIC | DATA | TELEPHONE/FAX | ACCESS CONTROL | AUDIO/VIDEO | OTHER |
|---|---|---|---|---|---|---|
| Regular Hours | | | | | | |
| After Hours/Holiday | | | | | | |
| Expedited | | | | | | |
| Emergency | | | | | | |

## ETHERNET-ENABLE CONTROLLERS
**(Power over Ethernet)**

| Description | Price Per Unit | Installation & Programming | | |
|---|---|---|---|---|
| INTEGRAL Intelli-m 4 Control Module Kit | | | | |
| INTEGRAL Intelli-m Single Control Module Kit | | | | |
| INTEGRAL Single Module Add-on Kit | | | | |
| Proximity Reader | | | | |
| Electric Door Strike (Wood) | | | | |
| Electric Door Strike (Metal) | | | | |

| | | | | |
|---|---|---|---|---|
| Electromagnetic Lock | | | | |
| Request to Exit Buttons | | | | |
| 12/24 Power Supply | | | | |

## 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 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 proposer. 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.** Proposer 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.** Proposer 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 Proposer 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 Proposer. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

**11.** Proposer shall provide a document detailing the staffing level of the Proposer's firm by job classification (i.e. cable installer, installers helper and qualifications of staff). THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

**12.** Proposer shall provide a list of equipment owned; fiber and copper, description and any additional information as needed. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

**13.** Proposer shall provide a list of certificates and cables covered by manufacturer training and certification. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

**14.** Proposer 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. Proposer 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 Proposer. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the Hidalgo County Purchasing Agent, Proposer 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 Proposers 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. **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 Proposer(s) submitting the lowest bid prices(s) and meeting all requirements of this Request for Proposal.
        b. **Secondary Vendor** the responsible Proposer(s) submitting the second lowest proposal(s) and meeting all requirements of this Request for Proposal.

    Hidalgo County reserves the right to award on an "all or none" or "by line item" basis. Proposer may propose on any or all items in order to be considered responsive to this Request for Proposal.

4. **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.

5. **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. Proposer must include all costs in the delivered unit price.

6. **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.

7. **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 Proposer 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, May 28, 2008 by 5:00 P.M... Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, May 30, 2008 by 5:00 p.m..

**AI-9240** **18.A.8.**

# HIDALGO COUNTY - MS-1 EMULSIFIED ASPHALT
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Laura Moya, PURCHASING DEPT.
**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department **Purchasing only:** Hidalgo County

## Information

### CAPTION

Requesting authority to advertise a request for sealed bids with approval of procurement packet (i.e. specifications, legal notices, and draft contract document-reviewed and approved as to form by legal counsel) as attached hereto for "Hidalgo County MS - 1 Emulsified Asphalt" (Bid No. 2008-053-06-04-LRM).

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** funds 1201-1204 all precincts
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

All precincts R & B depts are user depts for this agenda item. Funds 1201-1204 P/U Rd object codes 673 & 731 Depts 121-124. Please refer to attached expense report for all precincts for funds availability as of 5-8-08.

Material is to be provided on an as needed basis for the precincts.

## Attachments

Link: 9240

Link: Expense Report all precincts R & B

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 10:54 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 01:30 PM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 05/08/2008 02:28 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Laura Moya Started On: 05/07/2008 05:01 PM

Final Approval Date: 05/09/2008

# EXHIBIT "A"

**HIDALGO COUNTY**
**"MS-1 EMULSIFIED ASPHALT"**
**BID NO.: 2008-053-06-04-LRM**

## I. SPECIFICATIONS:

MS-1 -Emulsified Asphalt
Material - bid price by the gallon delivered by vendor:

## II. TERMS AND CONDITIONS

### 1. LOCATIONS/DELIVERY INSTRUCTIONS:

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the user department.

**a)** Pct.#1 - Sunrise Hill-Mile 11 North 1 ½ East of 1015, Mercedes, Texas.
**b)** Pct. #2 - does not have storage facilities but will make arrangements with other county precincts' for temporary storage.
**c)** Pct.#3 - 400 West 13th Street-Mission, Texas and/or 7 Mile Line & Iowa Road
**d)** Pct.#4 - 1102 North Doolittle, Edinburg, Texas.

**All delivery charges -freight, inside delivery, and all costs associated with this purchase are included in bid proposal. Delivery and service will be F.O.B. All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.**

### 2. QUANTITY:

Hidalgo County will purchase material "**ON AN AS NEEDED BASIS ONLY**". Thus, it is agreed and understood that the County will purchase no more material than is needed.

### 3. CONTRACT TERM:

Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Three (3) months with the County's sole discretion to extend the contract for an additional 3 (three) - three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and

awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

**Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.**

## 4. PRODUCT QUALITY:

To insure the highest product quality, Hidalgo County reserves the right to request from vendor(s) the current TxDOT approval batch number for the testing of material.

## 5. VENDORS PERFORMANCE:

Hidalgo County reserves the right to enforce the performance for this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications and/or requirements shall be a basis for the termination of the contract by the County.

## 6. DEFAULT:

The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity 24 (twenty-four hours) prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

Bidder(s) agree(s) that in the event "MS-1 Emulsified Asphalt" is unavailable from bidder(s) own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County at the same rates/fees, terms and conditions. After the bid is awarded and in the event the awarded bidder(s) cannot provide "MS-1 Emulsified Asphalt" to Hidalgo County, HIDALGO COUNTY will seek goods/services from the next compliant vendor or other sources and will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item.

## 7. TERMINATION

Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice.

## 8. BID AWARD

**a)** Option 1: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Three (3) months with the County's sole discretion to extend the contract for an additional 3 (three) - three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply

and deliver to Hidalgo County location(s) upon meeting all required insurances.

Option 2: The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Six (6) months with the County's sole discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

**b)** 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.

**c)** Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

**d)** The contract for the material shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) day written notice prior to any cancellation. The successful bidder must state herein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

**e)** Insurance certificates as per "Exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

**f)** In the event the material furnished does not meet the entire County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

9. **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.

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**

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, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN,** Wednesday, MAY 28, 2008, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, MAY 30, 2008.

# EXHIBIT "B"
## HIDALGO COUNTY
## "MS-1 EMULSIFIED ASPHALT"
## BID NO.: 2008-053-06-04-LRM

## BID PAGE

**Bid prices are to remain for a period of:**

**Option 1:** The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Three (3) months with the County's sole discretion to extend the contract for an additional 3 (three) - three (3) month terms and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

| PRICE PER GALLON (DELIVERED) MUST INCLUDE ANY/ALL PUMP, HOSE AND FREIGHT FEES (IF ANY): | DEMMURAGE CHARGE: WILL COMMENCE TWO (2) HOURS AFTER ARRIVAL. |
|---|---|
| **LOADS OF 5,000 GALLONS OR MORE**<br>$_____ / gal Costs are to be net F.O.B., County Prepaid. | $_____Hour |
| **LOADS OF 4,000 - 4,999 GALLONS**<br>$_____ / gal Costs are to be net F.O.B., County Prepaid. | $_____Hour |
| **LOADS OF 3,000 - 3,999 GALLONS**<br>$_____ / gal Costs are to be net F.O.B., County Prepaid. | $_____Hour |
| **LOADS OF 2,000 - 2,999 GALLONS**<br>$_____ / gal Costs are to be net F.O.B., County Prepaid. | $_____Hour |
| **LOADS OF 1,000 - 1,999 GALLONS**<br>$_____ / gal Costs are to be net F.O.B., County Prepaid. | $_____Hour |

**Company Name:** _____

**Address:** _____

**City/State/Zip Code:** _____

**Phone Number:** _____

**Authorized Signature:** _____

**Printed Name:** _____

**Title:** _____

**Date:** _____

# EXHIBIT "B"
## HIDALGO COUNTY
## "MS-1 EMULSIFIED ASPHALT"
## BID NO.: 2008-053-06-04-LRM

# BID PAGE

**Bid prices are to remain for a period of:**

**Option 2:** The term for the purchase of **MS-1 Emulsion Asphalt** required by Hidalgo County will be for Six (6) months with the County's so le discretion to extend the contract for an additional one (1) six (6) month term and contingent upon cost to remain unchanged and awarded vendor(s) to supply and deliver to Hidalgo County location(s) upon meeting all required insurances.

| PRICE PER GALLON (DELIVERED) MUST INCLUDE ANY/ALL PUMP, HOSE AND FREIGHT FEES (IF ANY): | DEMMURAGE CHARGE: WILL COMMENCE TWO (2) HOURS AFTER ARRIVAL. |
|---|---|
| LOADS OF 5,000 GALLONS OR MORE<br>$ _____ / gal Costs are to be net F.O.B., County Prepaid. | $ _____ Hour |
| LOADS OF 4,000 - 4,999 GALLONS<br>$ _____ / gal Costs are to be net F.O.B., County Prepaid. | $ _____ Hour |
| LOADS OF 3,000 - 3,999 GALLONS<br>$ _____ / gal Costs are to be net F.O.B., County Prepaid. | $ _____ Hour |
| LOADS OF 2,000 - 2,999 GALLONS<br>$ _____ / gal Costs are to be net F.O.B., County Prepaid. | $ _____ Hour |
| LOADS OF 1,000 - 1,999 GALLONS<br>$ _____ / gal Costs are to be net F.O.B., County Prepaid. | $ _____ Hour |

**Company Name:** _____

**Address:** _____

**City/State/Zip Code:** _____

**Phone Number:** _____

**Authorized Signature:** _____

**Printed Name:** _____

**Title:** _____

**Date:** _____

**REQUIREMENTS AGREEMENT**
**C-06-000-00-00**

THIS AGREEMENT (the "Agreement") is entered into effective as of **,, 2006** by and between **INC., a TEXAS CORPORATION,** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County ""[commodity], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "" in the areas of **HIDALGO COUNTY** projects for a period of one year from **2005 to 2005** with the County's option to renew for one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

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

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation,

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order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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

If to Seller: Inc.
Attention: President

Texas

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

g. **Successors.** This Agreement shall be binding upon and inure to the

benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** 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 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.

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

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any

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specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

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

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

**APPROVED BY COMMISSIONERS COURT ON, , 2005.**

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:
_____

HIDALGO COUNTY

_____
**Juan D. Salinas III, County Judge**

ATTEST:

_____
**Arturo Guajardo Jr., County Clerk**

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President
By:_____
Printed Name:
Title:_____

# REQUIREMENTS AGREEMENT
# C-06-000-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of **,, 2006** by and between **INC., a TEXAS CORPORATION,** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County ""[commodity], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "" in the areas of **HIDALGO COUNTY** projects for a period of one year from **200_ to 200_** with the County's option to renew for one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

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

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation,

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order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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

If to Seller: Inc.
Attention: President

Texas

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

g. **Successors.** This Agreement shall be binding upon and inure to the

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benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** 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 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.

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

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any



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specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

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

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

**APPROVED BY COMMISSIONERS COURT ON, , 200__.**

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By:
_____

HIDALGO COUNTY

_____
**Juan D. Salinas III, County Judge**

ATTEST:

_____
**Arturo Guajardo Jr., County Clerk**

President
By:_____
Printed Name:
Title:_____

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# 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 |
|---|---|---|---|---|---|---|---|
| **1201 R&B PRECINCT NO.1** | | | | | | | |
| **121 COMMISSIONER, PRECINCT 1** | | | | | | | |
| **004** | | | | | | | |
| 8-1201-431-00-121-004-0-411 | PCT.1 RD ADM-WATER | 5,000.00 | .00 | 2,038.15 | 2,038.15 | 2,961.85 | 40.76 |
| 8-1201-431-00-121-004-0-413 | PCT.1 RD ADM-ELEC SURVEILL & SECURITY | 925.00 | 170.00 | 125.00 | 125.00 | 630.00 | 31.89 |
| 8-1201-431-00-121-004-0-425 | PCT.1 RD ADM-PEST CONTROL | 225.00 | 175.00 | 50.00 | 50.00 | .00 | 100.00 |
| 8-1201-431-00-121-004-0-431 | PCT.1 RD ADM-BLDG R&M SERVICE | 20,922.00 | .00 | 13,265.48 | 13,265.48 | 7,656.52 | 63.40 |
| 8-1201-431-00-121-004-0-432 | PCT.1 RD ADM-EQUIP R&M SERVICE | 300.00 | 200.00 | .00 | .00 | 100.00 | 66.67 |
| 8-1201-431-00-121-004-0-442 | PCT.1 RD ADM-EQUIP & VEHICLE RENTALS | 5,047.83 | 2,167.04 | 1,078.24 | 1,078.24 | 1,802.55 | 64.29 |
| 8-1201-431-00-121-004-0-529 | PCT.1 RD ADM-SURETY & NOTARY BONDS | 178.00 | 178.00 | .00 | .00 | .00 | 100.00 |
| 8-1201-431-00-121-004-0-531 | PCT.1 RD ADM-TELEPHONE | 22,000.00 | .00 | 7,299.87 | 7,299.87 | 14,700.13 | 33.18 |
| 8-1201-431-00-121-004-0-533 | PCT.1 RD ADM-PAGER | 150.00 | 53.55 | 17.85 | 17.85 | 78.60 | 47.60 |
| 8-1201-431-00-121-004-0-534 | PCT.1 RD ADM-INTERNET | 3,029.48 | .00 | 362.94 | 362.94 | 2,666.54 | 11.98 |
| 8-1201-431-00-121-004-0-535 | PCT.1 RD ADM-POSTAGE | 300.00 | .00 | 60.69 | 60.69 | 239.31 | 20.23 |
| 8-1201-431-00-121-004-0-550 | PCT.1 RD ADM-PRINTING & BINDING | 150.00 | .00 | .00 | .00 | 150.00 | .00 |
| 8-1201-431-00-121-004-0-581 | PCT.1 RD ADM-TRAVEL IN COUNTY | 250.00 | .00 | .00 | .00 | 250.00 | .00 |
| 8-1201-431-00-121-004-0-583 | PCT.1 RD ADM-TRAVEL OUT OF COUNTY | 6,425.00 | 2,144.02 | 257.48 | 257.48 | 4,023.50 | 37.38 |
| 8-1201-431-00-121-004-0-584 | PCT.1 RD ADM-REGISTRATION FEES | 6,800.00 | 4,847.48 | 625.00 | 625.00 | 1,327.52 | 80.48 |
| 8-1201-431-00-121-004-0-601 | PCT.1 RD ADM-OFFICE SUPPLIES | 14,056.62 | 2,474.15 | 7,387.50 | 7,387.50 | 4,194.97 | 70.16 |
| 8-1201-431-00-121-004-0-602 | PCT.1 RD ADM-PAPER SUPPLIES | 2,227.72 | 362.92 | 599.59 | 599.59 | 1,265.21 | 43.21 |
| 8-1201-431-00-121-004-0-604 | PCT.1 RD ADM-CHEM,DRUGS,MEDS & LAB SUPPL | 250.00 | .00 | 67.85 | 67.85 | 182.15 | 27.14 |
| 8-1201-431-00-121-004-0-607 | PCT.1 RD ADM-CLEANING & SANITATION SUPPL | 150.00 | 112.95 | 34.76 | 34.76 | 2.29 | 98.47 |
| 8-1201-431-00-121-004-0-608 | PCT.1 RD ADM-HOUSEHOLD & INSTITUTIONAL | 300.00 | 99.00 | .00 | .00 | 201.00 | 33.00 |
| 8-1201-431-00-121-004-0-609 | PCT.1 RD ADM-AGRICULTURAL & LANDSCAPING | 571.11 | .00 | 71.11 | 71.11 | 500.00 | 12.45 |
| 8-1201-431-00-121-004-0-613 | PCT.1 RD ADM-SAFETY SUPPLIES | 150.00 | 18.58 | .00 | .00 | 131.42 | 12.39 |
| 8-1201-431-00-121-004-0-622 | PCT.1 RD ADM-ELECTRICITY | 15,000.00 | .00 | 4,933.80 | 4,933.80 | 10,066.20 | 32.89 |
| 8-1201-431-00-121-004-0-630 | PCT.1 RD ADM-FOOD | 1,500.00 | .00 | .00 | .00 | 1,500.00 | .00 |
| 8-1201-431-00-121-004-0-631 | PCT.1 RD ADM-BOTTLED WATER | 776.17 | 352.75 | 147.25 | 147.25 | 276.17 | 64.42 |
| 8-1201-431-00-121-004-0-640 | PCT.1 RD ADM-REFERENCE MATERIALS | 126.00 | .00 | 126.00 | 126.00 | .00 | 100.00 |
| 8-1201-431-00-121-004-0-661 | PCT.1 RD ADM-MINOR OFFICE EQUIPMENT | 2,703.78 | 63.78 | .00 | .00 | 2,640.00 | 2.36 |
| 8-1201-431-00-121-004-0-664 | PCT.1 RD ADM-OTHER MINOR EQUIPMENT | 1,200.00 | .00 | 22.00 | 22.00 | 1,178.00 | 1.83 |
| 8-1201-431-00-121-004-0-665 | PCT.1 RD ADM-MINOR COMPUTER EQUIPMENT | 4,327.96 | .00 | 1,152.55 | 1,152.55 | 3,175.41 | 26.63 |
| 8-1201-431-00-121-004-0-666 | PCT.1 RD ADM-MINOR OFFICE FURNITURE | 100.00 | .00 | .00 | .00 | 100.00 | .00 |
| 8-1201-431-00-121-004-0-667 | PCT.1 RD ADM-MINOR SOFTWARE | 505.73 | .00 | .00 | .00 | 505.73 | .00 |
| 8-1201-431-00-121-004-0-671 | PCT.1 RD ADM-BLDG R&M SUPPLIES | 500.00 | 4.78 | .00 | .00 | 495.22 | .96 |
| 8-1201-431-00-121-004-0-679 | PCT.1 RD ADM-OTHER R&M SUPPLIES | 400.00 | 14.85 | 7.92 | 7.92 | 377.23 | 5.69 |
| 8-1201-431-00-121-004-0-746 | PCT.1 RD ADM-OFFICE FURNITURE | 2,900.00 | .00 | 2,790.92 | 2,790.92 | 109.08 | 96.24 |
| 8-1201-431-00-121-004-0-748 | PCT.1 RD ADM-OTHER EQUIPMENT | 38,349.67 | 29,174.67 | .00 | .00 | 9,175.00 | 76.08 |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1201 R&B PRECINCT NO.1** | | | | | | | |
| **121 COMMISSIONER, PRECINCT 1** | | | | | | | |
| **004** | | | | | | | |
| 8-1201-431-00-121-004-0-855 | PCT.1 RD ADM-LATE FEES,PENALTIES & FINAN | 100.00 | .00 | 75.68 | 75.68 | 24.32 | 75.68 |
| **004** | | **157,897.07** | **42,613.52** | **42,597.63** | **42,597.63** | **72,685.92** | **53.97** |
| **005** | | | | | | | |
| 8-1201-431-00-121-005-0-113 | PCT.1 P/U RD-PERM F/T EMPLOYEES | 2,013,826.70 | .00 | 585,340.80 | 585,340.80 | 1,428,485.90 | 29.07 |
| 8-1201-431-00-121-005-0-115 | PCT.1 P/U RD-LONGEVITY PAY | 16,680.00 | .00 | 4,880.00 | 4,880.00 | 11,800.00 | 29.26 |
| 8-1201-431-00-121-005-0-121 | PCT.1 P/U RD-TEMP F/T EMPL | 107,960.20 | .00 | 51,994.16 | 51,994.16 | 55,966.04 | 48.16 |
| 8-1201-431-00-121-005-0-211 | PCT.1 P/U RD-HEALTH INSURANCE | 256,101.90 | .00 | 83,457.28 | 83,457.28 | 172,644.62 | 32.59 |
| 8-1201-431-00-121-005-0-212 | PCT.1 P/U RD-LIFE INSURANCE | 2,029.62 | .00 | 520.13 | 520.13 | 1,509.49 | 25.63 |
| 8-1201-431-00-121-005-0-220 | PCT.1 P/U RD-FICA | 163,592.31 | .00 | 48,503.55 | 48,503.55 | 115,088.76 | 29.65 |
| 8-1201-431-00-121-005-0-230 | PCT.1 P/U RD-RETIREMENT | 178,277.76 | .00 | 51,821.58 | 51,821.58 | 126,456.18 | 29.07 |
| 8-1201-431-00-121-005-0-250 | PCT.1 P/U RD-UNEMPLOYMENT COMP | 10,692.38 | .00 | 3,211.53 | 3,211.53 | 7,480.85 | 30.04 |
| 8-1201-431-00-121-005-0-260 | PCT.1 P/U RD-WORKERS COMP | 122,193.25 | .00 | 35,665.50 | 35,665.50 | 86,527.75 | 29.19 |
| 8-1201-431-00-121-005-0-334 | PCT.1 P/U RD-ENGINEER & ARCHITECT SRV | 45,000.00 | .00 | .00 | .00 | 45,000.00 | .00 |
| 8-1201-431-00-121-005-0-339 | PCT.1 P/U RD-OTHER PROFESSIONAL SERVICES | 2,750.00 | .00 | .00 | .00 | 2,750.00 | .00 |
| 8-1201-431-00-121-005-0-343 | PCT.1 P/U RD-LAUNDRY & DRY CLEANING | 5,044.29 | .00 | .00 | .00 | 5,044.29 | .00 |
| 8-1201-431-00-121-005-0-346 | PCT.1 P/U RD-HAULING & FREIGHT SERVICES | 125,848.57 | 48,910.34 | 11,779.07 | 11,779.07 | 65,159.16 | 48.22 |
| 8-1201-431-00-121-005-0-413 | PCT.1 P/U RD-ELEC SURVEILL & SECURITY | 550.00 | 200.00 | 100.00 | 100.00 | 250.00 | 54.55 |
| 8-1201-431-00-121-005-0-423 | PCT.1 P/U RD-CUSTODIAL | 5,355.00 | 1,470.01 | 1,049.99 | 1,049.99 | 2,835.00 | 47.06 |
| 8-1201-431-00-121-005-0-425 | PCT.1 P/U RD-PEST CONTROL | 1,000.00 | 270.00 | 30.00 | 30.00 | 700.00 | 30.00 |
| 8-1201-431-00-121-005-0-431 | PCT.1 P/U RD-BLDG R&M SERVICE | 2,000.00 | .00 | 195.00 | 195.00 | 1,805.00 | 9.75 |
| 8-1201-431-00-121-005-0-432 | PCT.1 P/U RD-EQUIP R&M SERVICE | 13,000.00 | 3,178.74 | 1,767.74 | 1,767.74 | 8,053.52 | 38.05 |
| 8-1201-431-00-121-005-0-433 | PCT.1 P/U RD-R&B R&M SERVICE | 110,000.00 | 42,675.00 | 58,850.00 | 58,850.00 | 8,475.00 | 92.30 |
| 8-1201-431-00-121-005-0-434 | PCT.1 P/U RD-VEHICLE R&M SERVICE | 30,000.00 | 9,101.05 | 3,509.39 | 3,509.39 | 17,389.56 | 42.03 |
| 8-1201-431-00-121-005-0-442 | PCT.1 P/U RD-EQUIP & VEHICLE RENTALS | 14,600.00 | 333.97 | 166.03 | 166.03 | 14,100.00 | 3.42 |
| 8-1201-431-00-121-005-0-535 | PCT.1 P/U RD-POSTAGE | 100.00 | .00 | .00 | .00 | 100.00 | .00 |
| 8-1201-431-00-121-005-0-604 | PCT.1 P/U RD-CHEM,DRUGS,MEDS & LAB SUPPL | 2,000.00 | 121.55 | 234.97 | 234.97 | 1,643.48 | 17.83 |
| 8-1201-431-00-121-005-0-605 | PCT.1 P/U RD-CLOTHING & UNIFORMS | 1,300.00 | .00 | 478.50 | 478.50 | 821.50 | 36.81 |
| 8-1201-431-00-121-005-0-606 | PCT.1 P/U RD-MAPS, PLANS, PLATS, ETC. | 100.00 | .00 | .00 | .00 | 100.00 | .00 |
| 8-1201-431-00-121-005-0-607 | PCT.1 P/U RD-CLEANING & SANITATION SUPPL | 1,500.00 | .00 | 475.97 | 475.97 | 1,024.03 | 31.73 |
| 8-1201-431-00-121-005-0-608 | PCT.1 P/U RD-HOUSEHOLD & INSTITUTIONAL | 400.00 | 100.00 | .00 | .00 | 300.00 | 25.00 |
| 8-1201-431-00-121-005-0-609 | PCT.1 P/U RD-AGRICULTURAL & LANDSCAPING | 1,000.00 | .00 | 33.28 | 33.28 | 966.72 | 3.33 |
| 8-1201-431-00-121-005-0-613 | PCT.1 P/U RD-SAFETY SUPPLIES | 45,000.00 | 2,551.70 | 16,971.56 | 16,971.56 | 25,476.74 | 43.39 |
| 8-1201-431-00-121-005-0-622 | PCT.1 P/U RD-ELECTRICITY | 6,000.00 | .00 | 1,268.20 | 1,268.20 | 4,731.80 | 21.14 |
| 8-1201-431-00-121-005-0-623 | PCT.1 P/U RD-BOTTLED GAS | 804.40 | 301.73 | 239.91 | 239.91 | 262.76 | 67.33 |
| 8-1201-431-00-121-005-0-626 | PCT.1 P/U RD-GASOLINE/DIESEL (BULK) | 300,000.00 | 103,149.77 | 46,332.31 | 46,332.31 | 150,517.92 | 49.83 |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1201 R&B PRECINCT NO.1** | | | | | | | |
| **121 COMMISSIONER, PRECINCT 1** | | | | | | | |
| **005** | | | | | | | |
| 8-1201-431-00-121-005-0-630 | PCT.1 P/U RD-FOOD | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |
| 8-1201-431-00-121-005-0-631 | PCT.1 P/U RD-BOTTLED WATER | 1,000.00 | 328.50 | 71.50 | 71.50 | 600.00 | 40.00 |
| 8-1201-431-00-121-005-0-640 | PCT.1 P/U RD-REFERENCE MATERIALS | 100.00 | .00 | .00 | .00 | 100.00 | .00 |
| 8-1201-431-00-121-005-0-661 | PCT.1 P/U RD-MINOR OFFICE EQUIPMENT | 100.00 | .00 | .00 | .00 | 100.00 | .00 |
| 8-1201-431-00-121-005-0-663 | PCT.1 P/U RD-SMALL TOOLS | 5,000.00 | 240.24 | 1,012.31 | 1,012.31 | 3,747.45 | 25.05 |
| 8-1201-431-00-121-005-0-664 | PCT.1 P/U RD-OTHER MINOR EQUIPMENT | 10,950.00 | 1,206.49 | 6,785.80 | 6,785.80 | 2,957.71 | 72.99 |
| 8-1201-431-00-121-005-0-671 | PCT.1 P/U RD-BLDG R&M SUPPLIES | 2,000.00 | 76.11 | 298.20 | 298.20 | 1,625.69 | 18.72 |
| 8-1201-431-00-121-005-0-672 | PCT.1 P/U RD-EQUIP R&M SUPPLIES | 106,810.22 | 9,529.55 | 17,310.39 | 17,310.39 | 79,970.28 | 25.13 |
| 8-1201-431-00-121-005-0-673 | PCT.1 P/U RD-ROAD MATERIAL | 242,672.54 | 39,574.23 | 42,947.45 | 42,947.45 | 160,150.86 | 34.01 |
| 8-1201-431-00-121-005-0-674 | PCT.1 P/U RD-PIPES | 20,000.00 | .00 | 3,440.00 | 3,440.00 | 16,560.00 | 17.20 |
| 8-1201-431-00-121-005-0-679 | PCT.1 P/U RD-OTHER R&M SUPPLIES | 30,000.00 | 6,464.85 | 14,940.43 | 14,940.43 | 8,594.72 | 71.35 |
| 8-1201-431-00-121-005-0-681 | PCT.1 P/U RD-VEHICLE R&M SUPPLIES | 60,020.00 | 6,694.63 | 8,451.57 | 8,451.57 | 44,873.80 | 25.24 |
| 8-1201-431-00-121-005-0-683 | PCT.1 P/U RD-LUBRICANTS | 10,000.00 | 87.95 | 2,381.14 | 2,381.14 | 7,530.91 | 24.69 |
| 8-1201-431-00-121-005-0-684 | PCT.1 P/U RD-TIRES & TUBES | 40,597.88 | 2,905.90 | 13,603.28 | 13,603.28 | 24,088.70 | 40.67 |
| 8-1201-431-00-121-005-0-731 | PCT.1 P/U RD-ROADS | 69,726.46 | .00 | .00 | .00 | 69,726.46 | .00 |
| 8-1201-431-00-121-005-0-733 | PCT.1 P/U RD-DRAINAGE | 15,000.00 | .00 | .00 | .00 | 15,000.00 | .00 |
| 8-1201-431-00-121-005-0-734 | PCT.1 P/U RD-SUBDIVISION STREETS | 67,532.53 | 12,367.84 | 17,545.69 | 17,545.69 | 37,619.00 | 44.29 |
| 8-1201-431-00-121-005-0-739 | PCT.1 P/U RD-OTHER STRUCTURES | 1,500.00 | .00 | .00 | .00 | 1,500.00 | .00 |
| 8-1201-431-00-121-005-0-855 | PCT.1 P/U RD-LATE FEES,PENALTIES & FINAN | 300.00 | .00 | .00 | .00 | 300.00 | .00 |
| 8-1201-431-00-121-005-0-890 | PCT.1 P/U RD-OTHER | .00 | .00 | .00 | .00 | .00 | .00 |
| **005** | | **4,269,016.01** | **291,840.15** | **1,137,664.21** | **1,137,664.21** | **2,839,511.65** | **33.49** |
| **007** | | | | | | | |
| 8-1201-431-00-121-007-0-333 | PCT.1 LATERAL ROAD-LEGAL &EXPERT WITNESS | 300.00 | .00 | .00 | .00 | 300.00 | .00 |
| 8-1201-431-00-121-007-0-334 | PCT.1 LATERAL ROAD-ENGINEER & ARCHITECT | 250.00 | .00 | .00 | .00 | 250.00 | .00 |
| 8-1201-431-00-121-007-0-346 | PCT.1 LATERAL ROAD-HAULING & FREIGHT SRV | 292.94 | .00 | .00 | .00 | 292.94 | .00 |
| 8-1201-431-00-121-007-0-433 | PCT.1 LATERAL ROAD-R&B R&M SERVICE | 406.24 | .00 | .00 | .00 | 406.24 | .00 |
| 8-1201-431-00-121-007-0-673 | PCT.1 LATERAL ROAD-ROAD MATERIAL | 2,097.58 | .00 | .00 | .00 | 2,097.58 | .00 |
| 8-1201-431-00-121-007-0-711 | PCT.1 LATERAL ROAD-ROW | 3,450.00 | .00 | .00 | .00 | 3,450.00 | .00 |
| 8-1201-431-00-121-007-0-731 | PCT.1 LATERAL ROAD-ROADS | 291.38 | .00 | .00 | .00 | 291.38 | .00 |
| **007** | | **7,088.14** | **.00** | **.00** | **.00** | **7,088.14** | **.00** |
| **121 COMMISSIONER, PRECINCT 1** | | **4,434,001.22** | **334,453.67** | **1,180,261.84** | **1,180,261.84** | **2,919,285.71** | **34.16** |
| **1201 R&B PRECINCT NO.1** | | **4,434,001.22** | **334,453.67** | **1,180,261.84** | **1,180,261.84** | **2,919,285.71** | **34.16** |
| **1202 R&B PRECINCT NO.2** | | | | | | | |
| **122 COMMISSIONER, PRECINCT 2** | | | | | | | |
| **005** | | | | | | | |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1202 R&B PRECINCT NO.2** | | | | | | | |
| **122 COMMISSIONER, PRECINCT 2** | | | | | | | |
| **005** | | | | | | | |
| 8-1202-431-00-122-005-0-343 | PCT.2 RD ADM-LAUNDRY & DRY CLEANING | 500.00 | 271.20 | 108.80 | 108.80 | 120.00 | 76.00 |
| 8-1202-431-00-122-005-0-411 | PCT.2 RD ADM-WATER | 2,738.40 | .00 | 915.60 | 915.60 | 1,822.80 | 33.44 |
| 8-1202-431-00-122-005-0-412 | PCT.2 RD ADM-CABLE/SATELLITE TV | 500.00 | 293.60 | 161.80 | 161.80 | 44.60 | 91.08 |
| 8-1202-431-00-122-005-0-413 | PCT.2 RD ADM-ELEC SURVEILLANCE &SECURITY | 2,000.00 | .00 | 360.00 | 360.00 | 1,640.00 | 18.00 |
| 8-1202-431-00-122-005-0-425 | PCT.2 RD ADM-PEST CONTROL | 500.00 | 380.00 | 70.00 | 70.00 | 50.00 | 90.00 |
| 8-1202-431-00-122-005-0-431 | PCT.2 RD ADM-BLDG R&M SERVICE | 4,500.00 | .00 | .00 | .00 | 4,500.00 | .00 |
| 8-1202-431-00-122-005-0-432 | PCT.2 RD ADM-EQUIP R&M SERVICE | 950.00 | .00 | .00 | .00 | 950.00 | .00 |
| 8-1202-431-00-122-005-0-434 | PCT.2 RD ADM-VEH R&M SERVICE | 2,600.00 | .00 | 29.00 | 29.00 | 2,571.00 | 1.12 |
| 8-1202-431-00-122-005-0-442 | PCT.2 RD ADM-EQUIP & VEHICLE RENTALS | 5,000.00 | 2,548.40 | 1,875.64 | 1,875.64 | 575.96 | 88.48 |
| 8-1202-431-00-122-005-0-452 | PCT.2 RD ADM-BLDG ADD & RENOV | 2,000.00 | .00 | .00 | .00 | 2,000.00 | .00 |
| 8-1202-431-00-122-005-0-529 | PCT.2 RD ADM-SURETY & NOTARY BONDS | 100.00 | .00 | .00 | .00 | 100.00 | .00 |
| 8-1202-431-00-122-005-0-531 | PCT.2 RD ADM-TELEPHONE | 3,500.00 | .00 | 1,758.28 | 1,758.28 | 1,741.72 | 50.24 |
| 8-1202-431-00-122-005-0-532 | PCT.2 RD ADM-CELL PHONE | 2,500.00 | 55.00 | 1,308.87 | 1,308.87 | 1,136.13 | 54.55 |
| 8-1202-431-00-122-005-0-534 | PCT.2 RD ADM-INTERNET | 950.00 | .00 | .00 | .00 | 950.00 | .00 |
| 8-1202-431-00-122-005-0-535 | PCT.2 RD ADM-POSTAGE | 500.00 | .00 | 15.59 | 15.59 | 484.41 | 3.12 |
| 8-1202-431-00-122-005-0-540 | PCT.2 RD ADM-ADVERTISING | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |
| 8-1202-431-00-122-005-0-550 | PCT.2 RD ADM-PRINTING & BINDING | 1,000.00 | 92.00 | .00 | .00 | 908.00 | 9.20 |
| 8-1202-431-00-122-005-0-581 | PCT.2 RD ADM-TRAVEL IN COUNTY | 3,000.00 | .00 | .00 | .00 | 3,000.00 | .00 |
| 8-1202-431-00-122-005-0-583 | PCT.2 RD ADM-TRAVEL OUT OF COUNTY | 2,800.00 | 216.43 | .00 | .00 | 2,583.57 | 7.73 |
| 8-1202-431-00-122-005-0-584 | PCT.2 RD ADM-REGISTRATION FEES | 1,100.00 | 125.00 | .00 | .00 | 975.00 | 11.36 |
| 8-1202-431-00-122-005-0-601 | PCT.2 RD ADM-OFFICE SUPPLIES | 3,747.45 | 1,414.11 | 1,548.70 | 1,548.70 | 784.64 | 79.06 |
| 8-1202-431-00-122-005-0-602 | PCT.2 RD ADM-PAPER SUPPLIES | 1,100.00 | 526.80 | 431.12 | 431.12 | 142.08 | 87.08 |
| 8-1202-431-00-122-005-0-603 | PCT.2 RD ADM-EDUCATIONAL SUPPLIES | 100.00 | .00 | .00 | .00 | 100.00 | .00 |
| 8-1202-431-00-122-005-0-604 | PCT.2 RD ADM-CHEM,DRUGS,MEDS & LAB SUPPL | 300.00 | .00 | 127.25 | 127.25 | 172.75 | 42.42 |
| 8-1202-431-00-122-005-0-607 | PCT.2 RD ADM-CLEANING & SANITATION SUPPL | 800.00 | 16.20 | 427.83 | 427.83 | 355.97 | 55.50 |
| 8-1202-431-00-122-005-0-608 | PCT.2 RD ADM-HOUSEHOLD & INSTITUTIONAL | 200.00 | .00 | .00 | .00 | 200.00 | .00 |
| 8-1202-431-00-122-005-0-621 | PCT.2 RD ADM-NATURAL GAS | 175.00 | .00 | .00 | .00 | 175.00 | .00 |
| 8-1202-431-00-122-005-0-622 | PCT.2 RD ADM-ELECTRICITY | 7,000.00 | .00 | 2,427.16 | 2,427.16 | 4,572.84 | 34.67 |
| 8-1202-431-00-122-005-0-630 | PCT.2 RD ADM-FOOD | 100.00 | .00 | .00 | .00 | 100.00 | .00 |
| 8-1202-431-00-122-005-0-631 | PCT.2 RD ADM-BOTTLED WATER | 350.00 | 208.75 | 41.25 | 41.25 | 100.00 | 71.43 |
| 8-1202-431-00-122-005-0-640 | PCT.2 RD ADM-REFERENCE MATERIALS | 400.00 | .00 | 126.00 | 126.00 | 274.00 | 31.50 |
| 8-1202-431-00-122-005-0-661 | PCT.2 RD ADM-MINOR OFFICE EQUIPMENT | 5,000.00 | .00 | .00 | .00 | 5,000.00 | .00 |
| 8-1202-431-00-122-005-0-663 | PCT.2 RD ADM-SMALL TOOLS | 100.00 | .00 | .00 | .00 | 100.00 | .00 |
| 8-1202-431-00-122-005-0-664 | PCT.2 RD ADM-OTHER MINOR EQUIPMENT | 575.00 | .00 | .00 | .00 | 575.00 | .00 |
| 8-1202-431-00-122-005-0-665 | PCT.2 RD ADM-MINOR COMPUTER EQUIPMENT | 2,000.00 | 171.57 | 130.00 | 130.00 | 1,698.43 | 15.08 |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1202 R&B PRECINCT NO.2** | | | | | | | |
| **122 COMMISSIONER, PRECINCT 2** | | | | | | | |
| **005** | | | | | | | |
| 8-1202-431-00-122-005-0-666 | PCT.2 RD ADM-MINOR OFFICE EQUIPMENT | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |
| 8-1202-431-00-122-005-0-667 | PCT.2 RD ADM-MINOR SOFTWARE | 1,200.00 | .00 | .00 | .00 | 1,200.00 | .00 |
| 8-1202-431-00-122-005-0-671 | PCT.2 RD ADM-BLDG R&M SUPPLIES | 7,900.00 | 748.96 | 355.27 | 355.27 | 6,795.77 | 13.98 |
| 8-1202-431-00-122-005-0-679 | PCT.2 RD ADM-OTHER R&M SUPPLIES | 800.00 | 5.00 | 72.00 | 72.00 | 723.00 | 9.63 |
| 8-1202-431-00-122-005-0-681 | PCT.2 RD ADM-VEHICLE R&M SUPPLIES | 1,500.00 | 90.80 | .00 | .00 | 1,409.20 | 6.05 |
| 8-1202-431-00-122-005-0-682 | PCT.2 RD ADM-GASOLINE/DIESEL | 2,000.00 | .00 | .00 | .00 | 2,000.00 | .00 |
| 8-1202-431-00-122-005-0-745 | PCT.2 RD ADM-COMPUTER EQUIPMENT | 4,500.00 | .00 | 3,378.63 | 3,378.63 | 1,121.37 | 75.08 |
| 8-1202-431-00-122-005-0-810 | PCT.2 RD ADM-DUES & MEMBERSHIPS | 300.00 | .00 | .00 | .00 | 300.00 | .00 |
| 8-1202-431-00-122-005-0-855 | PCT.2 RD ADM-LATE FEES,PENALTIES & FINAN | 100.00 | .00 | 8.85 | 8.85 | 91.15 | 8.85 |
| 8-1202-431-00-122-005-0-890 | PCT.2 RD ADM-OTHER | 200.00 | .00 | .00 | .00 | 200.00 | .00 |
| **005** | | **79,185.85** | **7,163.82** | **15,677.64** | **15,677.64** | **56,344.39** | **28.85** |
| **006** | | | | | | | |
| 8-1202-431-00-122-006-0-113 | PCT.2 P/U RD-PERM F/T EMPLOYEES | 1,344,071.96 | .00 | 248,859.15 | 248,859.15 | 1,095,212.81 | 18.52 |
| 8-1202-431-00-122-006-0-114 | PCT.2 P/U RD-PERM P/T EMPLOYEES | 1,692.04 | .00 | 1,692.04 | 1,692.04 | .00 | 100.00 |
| 8-1202-431-00-122-006-0-115 | PCT.2 P/U RD-LONGEVITY PAY | 12,960.00 | .00 | 4,480.00 | 4,480.00 | 8,480.00 | 34.57 |
| 8-1202-431-00-122-006-0-211 | PCT.2 P/U RD-HEALTH INSURANCE | 187,380.00 | .00 | 43,375.00 | 43,375.00 | 144,005.00 | 23.15 |
| 8-1202-431-00-122-006-0-212 | PCT.2 P/U RD-LIFE INSURANCE | 1,485.00 | .00 | 266.50 | 266.50 | 1,218.50 | 17.95 |
| 8-1202-431-00-122-006-0-220 | PCT.2 P/U RD-FICA | 103,941.00 | .00 | 18,909.59 | 18,909.59 | 85,031.41 | 18.19 |
| 8-1202-431-00-122-006-0-230 | PCT.2 P/U RD-RETIREMENT | 119,295.00 | .00 | 22,391.47 | 22,391.47 | 96,903.53 | 18.77 |
| 8-1202-431-00-122-006-0-250 | PCT.2 P/U RD-UNEMPLOYMENT COMP | 6,795.00 | .00 | 1,275.09 | 1,275.09 | 5,519.91 | 18.77 |
| 8-1202-431-00-122-006-0-260 | PCT.2 P/U RD-WORKERS COMP | 77,858.32 | .00 | 17,159.86 | 17,159.86 | 60,698.46 | 22.04 |
| 8-1202-431-00-122-006-0-334 | PCT.2 P/U RD-ENGINEER & ARCHITECT SRV | 181,336.22 | 31,336.22 | .00 | .00 | 150,000.00 | 17.28 |
| 8-1202-431-00-122-006-0-339 | PCT.2 P/U RD-OTHER PROFESSIONAL SERVICES | 22,550.00 | .00 | .00 | .00 | 22,550.00 | .00 |
| 8-1202-431-00-122-006-0-343 | PCT.2 P/U RD-LAUNDRY & DRY CLEANING | 13,000.00 | 6,234.89 | 2,666.49 | 2,666.49 | 4,098.62 | 68.47 |
| 8-1202-431-00-122-006-0-346 | PCT.2 P/U RD-HAULING & FREIGHT SERVICES | 243,133.79 | 118,328.46 | 74,679.19 | 74,679.19 | 50,126.14 | 79.38 |
| 8-1202-431-00-122-006-0-424 | PCT.2 P/U RD-LAWN CARE | 2,000.00 | .00 | .00 | .00 | 2,000.00 | .00 |
| 8-1202-431-00-122-006-0-425 | PCT.2 P/U RD-PEST CONTROL | 300.00 | 190.00 | 35.00 | 35.00 | 75.00 | 75.00 |
| 8-1202-431-00-122-006-0-431 | PCT.2 P/U RD-BLDG R&M SERVICE | 2,000.00 | 70.00 | .00 | .00 | 1,930.00 | 3.50 |
| 8-1202-431-00-122-006-0-432 | PCT.2 P/U RD-EQUIP R&M SERVICE | 5,000.00 | 2,300.00 | 268.61 | 268.61 | 2,431.39 | 51.37 |
| 8-1202-431-00-122-006-0-433 | PCT.2 P/U RD-R&B R&M SERVICE | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |
| 8-1202-431-00-122-006-0-434 | PCT.2 P/U RD-VEHICLE R&M SERVICE | 7,500.00 | 1,252.89 | 1,578.38 | 1,578.38 | 4,668.73 | 37.75 |
| 8-1202-431-00-122-006-0-441 | PCT.2 P/U RD-LAND & BLDG RENTALS | 13,159.20 | .00 | 6,500.00 | 6,500.00 | 6,659.20 | 49.40 |
| 8-1202-431-00-122-006-0-442 | PCT.2 P/U RD-EQUIP & VEHICLE RENTALS | 5,000.00 | 710.73 | 288.72 | 288.72 | 4,000.55 | 19.99 |
| 8-1202-431-00-122-006-0-452 | PCT.2 P/U RD-BLDG ADD & RENOV | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |
| 8-1202-431-00-122-006-0-531 | PCT.2 P/U RD-TELEPHONE | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |

# 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 |
|---|---|---|---|---|---|---|---|
| **1202 R&B PRECINCT NO.2** | | | | | | | |
| **122 COMMISSIONER, PRECINCT 2** | | | | | | | |
| **006** | | | | | | | |
| 8-1202-431-00-122-006-0-535 | PCT.2 P/U RD-POSTAGE | 350.00 | .00 | .00 | .00 | 350.00 | .00 |
| 8-1202-431-00-122-006-0-536 | PCT.2 P/U RD-TWO-WAY RADIO | 7,555.00 | 6,555.00 | .00 | .00 | 1,000.00 | 86.76 |
| 8-1202-431-00-122-006-0-540 | PCT.2 P/U RD-ADVERTISING | 4,500.00 | .00 | 747.16 | 747.16 | 3,752.84 | 16.60 |
| 8-1202-431-00-122-006-0-550 | PCT.2 P/U RD-PRINTING&BINDING | .00 | 937.80 | .00 | .00 | -937.80 | .00 |
| 8-1202-431-00-122-006-0-560 | PCT.2 P/U RD-MICROFILM & FILM DEVELOPMNT | 50.00 | .00 | .00 | .00 | 50.00 | .00 |
| 8-1202-431-00-122-006-0-603 | PCT.2 P/U RD-EDUCATIONAL/INSTRUCTIONAL S | 150.00 | .00 | .00 | .00 | 150.00 | .00 |
| 8-1202-431-00-122-006-0-604 | PCT.2 P/U RD-CHEM,DRUGS,MEDS & LAB SUPPL | 850.00 | .00 | 58.80 | 58.80 | 791.20 | 6.92 |
| 8-1202-431-00-122-006-0-605 | PCT.2 P/U RD-CLOTHING & UNIFORMS | 1,000.00 | .00 | 726.00 | 726.00 | 274.00 | 72.60 |
| 8-1202-431-00-122-006-0-606 | PCT.2 P/U RD-MAPS,PLANS,PLATS,ETC. | 300.00 | .00 | .00 | .00 | 300.00 | .00 |
| 8-1202-431-00-122-006-0-607 | PCT.2 P/U RD-CLEANING & SANITATION SUPPL | 1,000.00 | 94.02 | 76.92 | 76.92 | 829.06 | 17.09 |
| 8-1202-431-00-122-006-0-609 | PCT.2 P/U RD-ARGICULTURE & LANDSCAPING | 900.00 | .00 | 335.85 | 335.85 | 564.15 | 37.32 |
| 8-1202-431-00-122-006-0-613 | PCT.2 P/U RD-SAFETY SUPPLIES | 4,386.60 | 1,147.82 | 2,308.31 | 2,308.31 | 930.47 | 78.79 |
| 8-1202-431-00-122-006-0-622 | PCT.2 P/U RD-ELECTRICITY | 12,011.96 | .00 | 3,526.06 | 3,526.06 | 8,485.90 | 29.35 |
| 8-1202-431-00-122-006-0-623 | PCT.2 P/U RD-BOTTLED GAS | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |
| 8-1202-431-00-122-006-0-626 | PCT.2 P/U RD-GASOLINE/DIESEL (BULK) | 140,000.00 | 38,807.05 | 60,580.12 | 60,580.12 | 40,612.83 | 70.99 |
| 8-1202-431-00-122-006-0-630 | PCT.2 P/U RD-FOOD | 100.00 | .00 | .00 | .00 | 100.00 | .00 |
| 8-1202-431-00-122-006-0-631 | PCT.2 P/U RD-BOTTLED WATER | 150.00 | .00 | .00 | .00 | 150.00 | .00 |
| 8-1202-431-00-122-006-0-663 | PCT.2 P/U RD-SMALL TOOLS | 7,015.20 | 490.81 | 1,102.36 | 1,102.36 | 5,422.03 | 22.71 |
| 8-1202-431-00-122-006-0-664 | PCT.2 P/U RD-OTHER MINOR EQUIPMENT | 8,000.00 | .00 | 2,064.65 | 2,064.65 | 5,935.35 | 25.81 |
| 8-1202-431-00-122-006-0-671 | PCT.2 P/U RD-BLDG R&M SUPPLIES | 4,000.00 | .00 | .00 | .00 | 4,000.00 | .00 |
| 8-1202-431-00-122-006-0-672 | PCT.2 P/U RD-EQUIP R&M SUPPLIES | 25,000.00 | 1,704.35 | 12,850.31 | 12,850.31 | 10,445.34 | 58.22 |
| 8-1202-431-00-122-006-0-673 | PCT.2 P/U RD-ROAD MATERIAL | 133,218.51 | 37,747.87 | 7,344.24 | 7,344.24 | 88,126.40 | 33.85 |
| 8-1202-431-00-122-006-0-674 | PCT.2 P/U RD-PIPES | 10,000.00 | .00 | .00 | .00 | 10,000.00 | .00 |
| 8-1202-431-00-122-006-0-679 | PCT.2 P/U RD-OTHER R&M SUPPLIES | 20,510.00 | 1,771.98 | 4,315.50 | 4,315.50 | 14,422.52 | 29.68 |
| 8-1202-431-00-122-006-0-681 | PCT.2 P/U RD-VEHICLE R&M SUPPLIES | 14,533.68 | 1,723.81 | 3,823.42 | 3,823.42 | 8,986.45 | 38.17 |
| 8-1202-431-00-122-006-0-682 | PCT.2 P/U RD-GASOLINE/DIESEL | 12,595.00 | .00 | .00 | .00 | 12,595.00 | .00 |
| 8-1202-431-00-122-006-0-683 | PCT.2 P/U RD-LUBRICANTS | 10,164.00 | 639.98 | 1,417.14 | 1,417.14 | 8,106.88 | 20.24 |
| 8-1202-431-00-122-006-0-684 | PCT.2 P/U RD-TIRES & TUBES | 33,567.24 | 7,084.68 | 12,864.17 | 12,864.17 | 13,618.39 | 59.43 |
| 8-1202-431-00-122-006-0-711 | PCT.2 P/U RD-ROW | 216,800.00 | 160,400.00 | 1,000.00 | 1,000.00 | 55,400.00 | 74.45 |
| 8-1202-431-00-122-006-0-731 | PCT.2 P/U RD-ROADS | 265,155.55 | 66,665.50 | 39,354.84 | 39,354.84 | 159,135.21 | 39.98 |
| 8-1202-431-00-122-006-0-732 | PCT.2 P/U RD-BRIDGES | 6,696.68 | 675.84 | .00 | .00 | 6,020.84 | 10.09 |
| 8-1202-431-00-122-006-0-734 | PCT.2 P/U RD-SUBDIVISION STREETS | 90,766.96 | 12,099.56 | .00 | .00 | 78,667.40 | 13.33 |
| 8-1202-431-00-122-006-0-739 | PCT.2 P/U RD-OTHER STRUCTURES | 25,000.00 | .00 | .00 | .00 | 25,000.00 | .00 |
| 8-1202-431-00-122-006-0-748 | PCT.2 P/U RD-OTHER EQUIPMENT | 2,500.00 | 1,487.56 | .00 | .00 | 1,012.44 | 59.50 |
| 8-1202-431-00-122-006-0-841 | PCT.2 P/U RD-AID TO GOVT AGENCY | 786,884.86 | 67,562.15 | 5,691.11 | 5,691.11 | 713,631.60 | 9.31 |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1202 R&B PRECINCT NO.2** | | | | | | | |
| **122 COMMISSIONER, PRECINCT 2** | | | | | | | |
| **006** | | | | | | | |
| 8-1202-431-00-122-006-0-855 | PCT.2 P/U RD-LATE FEES,PENALTIES&FINANCE | 100.00 | .00 | .00 | .00 | 100.00 | .00 |
| 8-1202-431-00-122-006-0-864 | PCT.2 P/U RD-OTHER INTEREST | 100.00 | .00 | .00 | .00 | 100.00 | .00 |
| 8-1202-431-00-122-006-0-890 | PCT.2 P/U RD-OTHER | 272,945.30 | .00 | .00 | .00 | 272,945.30 | .00 |
| **006** | | **4,473,314.07** | **568,018.97** | **604,612.05** | **604,612.05** | **3,300,683.05** | **26.21** |
| **026** | | | | | | | |
| 8-1202-431-00-122-026-0-711 | OWASSA RD (JACKSON-R. LONGORIA)-ROW | 10,000.00 | .00 | .00 | .00 | 10,000.00 | .00 |
| 8-1202-431-00-122-026-0-731 | OWASSA RD (JACKSON-R. LONGORIA)-ROADS | 94,060.00 | 42,030.00 | .00 | .00 | 52,030.00 | 44.68 |
| **026** | | **104,060.00** | **42,030.00** | **.00** | **.00** | **62,030.00** | **40.39** |
| **027** | | | | | | | |
| 8-1202-431-00-122-027-0-711 | TOWER RD (MOORE-BALLI)-ROW | 47,700.00 | 15,400.00 | 26,531.00 | 26,531.00 | 5,769.00 | 87.91 |
| 8-1202-431-00-122-027-0-731 | TOWER RD (MOORE-BALLI)-ROADS | 21,625.66 | 3,361.54 | .00 | .00 | 18,264.12 | 15.54 |
| **027** | | **69,325.66** | **18,761.54** | **26,531.00** | **26,531.00** | **24,033.12** | **65.33** |
| **028** | | | | | | | |
| 8-1202-431-00-122-028-0-711 | S.MCCOLL(DICKER-ORNGWD&0.5M S.MLTRY)-ROW | 40,000.00 | .00 | 1,600.00 | 1,600.00 | 38,400.00 | 4.00 |
| 8-1202-431-00-122-028-0-731 | S.MCCOLL(DICKER-ORNGWD&0.5M S.MLTRY)-RD | 130,000.00 | 42,032.98 | 64,705.62 | 64,705.62 | 23,261.40 | 82.11 |
| 8-1202-431-00-122-028-0-841 | S.MCCOLL(DICKER-ORNGWD&0.5M S.MLTRY)-AID | 140,000.00 | 97,771.06 | 1,541.69 | 1,541.69 | 40,687.25 | 70.94 |
| **028** | | **310,000.00** | **139,804.04** | **67,847.31** | **67,847.31** | **102,348.65** | **66.98** |
| **031** | | | | | | | |
| 8-1202-431-00-122-031-0-733 | TOWER RD - DRAINAGE DITCHES | 8,312.10 | .00 | .00 | .00 | 8,312.10 | .00 |
| **031** | | **8,312.10** | **.00** | **.00** | **.00** | **8,312.10** | **.00** |
| **122 COMMISSIONER, PRECINCT 2** | | **5,044,197.68** | **775,778.37** | **714,668.00** | **714,668.00** | **3,553,751.31** | **29.55** |
| **122 COMMISSIONER, PRECINCT 2** | | | | | | | |
| **006** | | | | | | | |
| 8-1202-431-50-122-006-0-733 | PCT.2 P/U RD-DRAIN DITCHES & STRUCTURES | 19,680.25 | .00 | .00 | .00 | 19,680.25 | .00 |
| **006** | | **19,680.25** | **.00** | **.00** | **.00** | **19,680.25** | **.00** |
| **031** | | | | | | | |
| 8-1202-431-50-122-031-0-733 | TOWER RD-DRAINAGE DITCHES | 8,312.10 | 8,312.10 | .00 | .00 | .00 | 100.00 |
| **031** | | **8,312.10** | **8,312.10** | **.00** | **.00** | **.00** | **100.00** |
| **122 COMMISSIONER, PRECINCT 2** | | **27,992.35** | **8,312.10** | **.00** | **.00** | **19,680.25** | **29.69** |
| **1202 R&B PRECINCT NO.2** | | **5,072,190.03** | **784,090.47** | **714,668.00** | **714,668.00** | **3,573,431.56** | **29.55** |
| **1203 R&B PRECINCT NO.3** | | | | | | | |
| **123 COMMISSIONER, PRECINCT 3** | | | | | | | |
| **004** | | | | | | | |
| 8-1203-431-00-123-004-0-411 | PCT.3 RD ADM-WATER | 2,000.00 | .00 | 427.94 | 427.94 | 1,572.06 | 21.40 |
| 8-1203-431-00-123-004-0-412 | PCT.3 RD ADM-CABLE/SATELLITE TV | 600.00 | 53.91 | 485.85 | 485.85 | 60.24 | 89.96 |
| 8-1203-431-00-123-004-0-425 | PCT.3 RD ADM-PEST CONTROL | 500.00 | 120.00 | .00 | .00 | 380.00 | 24.00 |
| 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 |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1203 R&B PRECINCT NO.3** | | | | | | | |
| **123 COMMISSIONER, PRECINCT 3** | | | | | | | |
| **004** | | | | | | | |
| 8-1203-431-00-123-004-0-432 | PCT.3 RD ADM-EQUIP R&M SERVICE | 500.00 | 234.98 | 53.11 | 53.11 | 211.91 | 57.62 |
| 8-1203-431-00-123-004-0-442 | PCT.3 RD ADM-EQUIP & VEHICLE RENTALS | 150.00 | 100.00 | 40.19 | 40.19 | 9.81 | 93.46 |
| 8-1203-431-00-123-004-0-531 | PCT.3 RD ADM-TELEPHONE | 10,000.00 | .00 | 2,948.81 | 2,948.81 | 7,051.19 | 29.49 |
| 8-1203-431-00-123-004-0-532 | PCT.3 RD ADM-CELL PHONE | 8,171.18 | 5,358.76 | 1,513.33 | 1,513.33 | 1,299.09 | 84.10 |
| 8-1203-431-00-123-004-0-535 | PCT.3 RD ADM-POSTAGE | 150.00 | .00 | 8.44 | 8.44 | 141.56 | 5.63 |
| 8-1203-431-00-123-004-0-550 | PCT.3 RD ADM-PRINTING & BINDING | 2,000.00 | .00 | .00 | .00 | 2,000.00 | .00 |
| 8-1203-431-00-123-004-0-583 | PCT.3 RD ADM-TRAVEL OUT OF COUNTY | 1,500.00 | .00 | .00 | .00 | 1,500.00 | .00 |
| 8-1203-431-00-123-004-0-584 | PCT.3 RD ADM-REGISTRATION FEES | 1,000.00 | 129.00 | .00 | .00 | 871.00 | 12.90 |
| 8-1203-431-00-123-004-0-601 | PCT.3 RD ADM-OFFICE SUPPLIES | 5,361.37 | 1,384.05 | 1,811.66 | 1,811.66 | 2,165.66 | 59.61 |
| 8-1203-431-00-123-004-0-602 | PCT.3 RD ADM-PAPER SUPPLIES | 1,500.00 | .00 | 478.30 | 478.30 | 1,021.70 | 31.89 |
| 8-1203-431-00-123-004-0-604 | PCT.3 RD ADM-CHEM,DRUGS,MEDS & LAB SUPPL | 300.00 | .00 | .00 | .00 | 300.00 | .00 |
| 8-1203-431-00-123-004-0-607 | PCT.3 RD ADM-CLEANING & SANITATION SUPPL | 2,097.38 | 331.20 | .00 | .00 | 1,766.18 | 15.79 |
| 8-1203-431-00-123-004-0-608 | PCT.3 RD ADM-HOUSEHOLD & INSTITUTIONAL | 150.00 | .00 | 14.73 | 14.73 | 135.27 | 9.82 |
| 8-1203-431-00-123-004-0-609 | PCT.3 RD ADM-AGRI & LANDSCAPING SUPPLIES | 3,000.00 | .00 | .00 | .00 | 3,000.00 | .00 |
| 8-1203-431-00-123-004-0-622 | PCT.3 RD ADM-ELECTRICITY | 28,000.00 | .00 | 9,158.63 | 9,158.63 | 18,841.37 | 32.71 |
| 8-1203-431-00-123-004-0-630 | PCT.3 RD ADM-FOOD | 500.00 | .00 | .00 | .00 | 500.00 | .00 |
| 8-1203-431-00-123-004-0-661 | PCT.3 RD ADM-MINOR OFFICE EQUIPMENT | 2,247.05 | 247.05 | .00 | .00 | 2,000.00 | 10.99 |
| 8-1203-431-00-123-004-0-664 | PCT.3 RD ADM-OTHER MINOR EQUIPMENT | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |
| 8-1203-431-00-123-004-0-665 | PCT.3 RD ADM-MINOR COMPUTER EQUIPMENT | 1,300.00 | .00 | 22.46 | 22.46 | 1,277.54 | 1.73 |
| 8-1203-431-00-123-004-0-666 | PCT.3 RD ADM-MINOR OFFICE FURNITURE | 3,000.00 | 1,169.16 | .00 | .00 | 1,830.84 | 38.97 |
| 8-1203-431-00-123-004-0-671 | PCT.3 RD ADM-BLDG R&M SUPPLIES | 2,000.00 | .00 | .00 | .00 | 2,000.00 | .00 |
| 8-1203-431-00-123-004-0-745 | PCT.3 RD ADM-COMPUTER EQUIPMENT | 1,705.00 | .00 | .00 | .00 | 1,705.00 | .00 |
| 8-1203-431-00-123-004-0-810 | PCT.3 RD ADM-DUES & MEMBERSHIPS | 35.00 | .00 | .00 | .00 | 35.00 | .00 |
| 8-1203-431-00-123-004-0-855 | PCT.3 RD ADM-LATE FEES,PENALTIES & FINAN | 200.00 | .00 | 12.00 | 12.00 | 188.00 | 6.00 |
| **004** | | **83,966.98** | **9,128.11** | **16,975.45** | **16,975.45** | **57,863.42** | **31.09** |
| **005** | | | | | | | |
| 8-1203-431-00-123-005-0-113 | PCT.3 P/U RD-PERM F/T EMPLOYEES | 1,913,221.00 | .00 | 576,387.60 | 576,387.60 | 1,336,833.40 | 30.13 |
| 8-1203-431-00-123-005-0-115 | PCT.3 P/U RD-LONGEVITY PAY | 14,039.90 | .00 | 4,883.29 | 4,883.29 | 9,156.61 | 34.78 |
| 8-1203-431-00-123-005-0-211 | PCT.3 P/U RD-HEALTH INSURANCE | 260,742.00 | .00 | 94,821.42 | 94,821.42 | 165,920.58 | 36.37 |
| 8-1203-431-00-123-005-0-212 | PCT.3 P/U RD-LIFE INSURANCE | 2,067.00 | .00 | 576.22 | 576.22 | 1,490.78 | 27.88 |
| 8-1203-431-00-123-005-0-220 | PCT.3 P/U RD-FICA | 147,436.00 | .00 | 43,514.01 | 43,514.01 | 103,921.99 | 29.51 |
| 8-1203-431-00-123-005-0-230 | PCT.3 P/U RD-RETIREMENT | 169,206.00 | .00 | 51,035.87 | 51,035.87 | 118,170.13 | 30.16 |
| 8-1203-431-00-123-005-0-250 | PCT.3 P/U RD-UNEMPLOYMENT COMP | 9,632.00 | .00 | 2,905.82 | 2,905.82 | 6,726.18 | 30.17 |
| 8-1203-431-00-123-005-0-260 | PCT.3 P/U RD-WORKERS COMP | 131,214.62 | .00 | 40,904.89 | 40,904.89 | 90,309.73 | 31.17 |
| 8-1203-431-00-123-005-0-334 | PCT.3 P/U RD-ENGINEER & ARCHITECT SRV | 23,700.00 | 1,873.25 | 1,826.75 | 1,826.75 | 20,000.00 | 15.61 |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1203 R&B PRECINCT NO.3** | | | | | | | |
| **123 COMMISSIONER, PRECINCT 3** | | | | | | | |
| **005** | | | | | | | |
| 8-1203-431-00-123-005-0-339 | PCT.3 P/U RD-OTHER PROFESSIONAL SERVICES | 7,700.00 | 700.00 | .00 | .00 | 7,000.00 | 9.09 |
| 8-1203-431-00-123-005-0-343 | PCT.3 P/U RD-LAUNDRY & DRY CLEANING | 11,000.00 | 8,374.58 | 989.16 | 989.16 | 1,636.26 | 85.12 |
| 8-1203-431-00-123-005-0-346 | PCT.3 P/U RD-HAULING & FREIGHT SERVICES | 15,000.00 | .00 | .00 | .00 | 15,000.00 | .00 |
| 8-1203-431-00-123-005-0-421 | PCT.3 P/U RD-DISPOSAL | 500.00 | 150.00 | .00 | .00 | 350.00 | 30.00 |
| 8-1203-431-00-123-005-0-432 | PCT.3 P/U RD-EQUIP R&M SERVICE | 56,000.00 | 3,307.48 | 2,707.71 | 2,707.71 | 49,984.81 | 10.74 |
| 8-1203-431-00-123-005-0-433 | PCT.3 P/U RD-R&B R&M SERVICE | 15,000.00 | 500.00 | .00 | .00 | 14,500.00 | 3.33 |
| 8-1203-431-00-123-005-0-434 | PCT.3 P/U RD-VEHICLE R&M SERVICE | 30,440.00 | 3,524.02 | 2,669.93 | 2,669.93 | 24,246.05 | 20.35 |
| 8-1203-431-00-123-005-0-439 | PCT.3 P/U RD-OTHER STRUCTURE R&M SERVICE | 15,000.00 | .00 | .00 | .00 | 15,000.00 | .00 |
| 8-1203-431-00-123-005-0-442 | PCT.3 P/U RD-EQUIP & VEHICLE RENTALS | 1,000.00 | 281.00 | 240.00 | 240.00 | 479.00 | 52.10 |
| 8-1203-431-00-123-005-0-536 | PCT.3 P/U RD-TWO-WAY RADIO | 9,684.00 | 1,656.00 | 1,656.00 | 1,656.00 | 6,372.00 | 34.20 |
| 8-1203-431-00-123-005-0-540 | PCT.3 P/U RD-ADVERTISING | 600.00 | .00 | .00 | .00 | 600.00 | .00 |
| 8-1203-431-00-123-005-0-583 | PCT.3 P/U RD-TRAVEL OUT OF COUNTY | 700.00 | .00 | .00 | .00 | 700.00 | .00 |
| 8-1203-431-00-123-005-0-584 | PCT.3 P/U RD-REGISTRATION FEES | 300.00 | .00 | .00 | .00 | 300.00 | .00 |
| 8-1203-431-00-123-005-0-604 | PCT.3 P/U RD-CHEM,DRUGS,MEDS & LAB SUPPL | 1,533.20 | 33.20 | .00 | .00 | 1,500.00 | 2.17 |
| 8-1203-431-00-123-005-0-605 | PCT.3 P/U RD-CLOTHING & UNIFORMS | 2,000.00 | 1,683.00 | -275.37 | -275.37 | 592.37 | 70.38 |
| 8-1203-431-00-123-005-0-607 | PCT.3 P/U RD-CLEANING & SANITATION SUPPL | 1,000.00 | 291.42 | 372.75 | 372.75 | 335.83 | 66.42 |
| 8-1203-431-00-123-005-0-609 | PCT.3 P/U RD-AGRICULTURAL & LANDSCAPING | 2,000.00 | 23.97 | 16.29 | 16.29 | 1,959.74 | 2.01 |
| 8-1203-431-00-123-005-0-613 | PCT.3 P/U RD-SAFETY SUPPLIES | 6,439.17 | 982.67 | 1,984.53 | 1,984.53 | 3,471.97 | 46.08 |
| 8-1203-431-00-123-005-0-623 | PCT.3 P/U RD-BOTTLED GAS | 3,500.00 | 1,030.53 | 1,369.47 | 1,369.47 | 1,100.00 | 68.57 |
| 8-1203-431-00-123-005-0-626 | PCT.3 P/U RD-GASOLINE/DIESEL (BULK) | 300,000.00 | 82,369.83 | 106,223.25 | 106,223.25 | 111,406.92 | 62.86 |
| 8-1203-431-00-123-005-0-630 | PCT.3 P/U RD-FOOD | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |
| 8-1203-431-00-123-005-0-663 | PCT.3 P/U RD-SMALL TOOLS | 11,899.70 | 1,336.38 | 2,392.83 | 2,392.83 | 8,170.49 | 31.34 |
| 8-1203-431-00-123-005-0-664 | PCT.3 P/U RD-OTHER MINOR EQUIPMENT | 11,215.49 | 4,325.64 | 3,092.77 | 3,092.77 | 3,797.08 | 66.14 |
| 8-1203-431-00-123-005-0-671 | PCT.3 P/U RD-BLDG R&M SUPPLIES | 20,031.54 | 1,847.96 | 1,212.08 | 1,212.08 | 16,971.50 | 15.28 |
| 8-1203-431-00-123-005-0-672 | PCT.3 P/U RD-EQUIP R&M SUPPLIES | 102,743.83 | 14,549.26 | 20,934.85 | 20,934.85 | 67,259.72 | 34.54 |
| 8-1203-431-00-123-005-0-673 | PCT.3 P/U RD-ROAD MATERIAL | 314,723.15 | 111,160.57 | 19,896.98 | 19,896.98 | 183,665.60 | 41.64 |
| 8-1203-431-00-123-005-0-674 | PCT.3 P/U RD-PIPES | 20,476.00 | 476.00 | 460.80 | 460.80 | 19,539.20 | 4.58 |
| 8-1203-431-00-123-005-0-679 | PCT.3 P/U RD-OTHER R&M SUPPLIES | 46,435.58 | 7,975.91 | 9,848.26 | 9,848.26 | 28,611.41 | 38.38 |
| 8-1203-431-00-123-005-0-681 | PCT.3 P/U RD-VEHICLE R&M SUPPLIES | 45,657.70 | 14,484.29 | 9,715.93 | 9,715.93 | 21,457.48 | 53.00 |
| 8-1203-431-00-123-005-0-682 | PCT.3 P/U RD-GASOLINE/DIESEL | 500.00 | .00 | 413.54 | 413.54 | 86.46 | 82.71 |
| 8-1203-431-00-123-005-0-683 | PCT.3 P/U RD-LUBRICANTS | 17,000.00 | 9,545.18 | 5,966.97 | 5,966.97 | 1,487.85 | 91.25 |
| 8-1203-431-00-123-005-0-684 | PCT.3 P/U RD-TIRES & TUBES | 48,778.81 | 13,356.31 | 6,941.00 | 6,941.00 | 28,481.50 | 41.61 |
| 8-1203-431-00-123-005-0-711 | PCT.3 P/U RD-ROW | 77,112.75 | 27,112.75 | 525.00 | 525.00 | 49,475.00 | 35.84 |
| 8-1203-431-00-123-005-0-712 | PCT.3 P/U RD-SUBDIVISION RIGHT OF WAY | 25,000.00 | .00 | .00 | .00 | 25,000.00 | .00 |
| 8-1203-431-00-123-005-0-720 | PCT.3 P/U RD-BUILDINGS | 47,000.00 | 40,625.00 | .00 | .00 | 6,375.00 | 86.44 |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1203 R&B PRECINCT NO.3** | | | | | | | |
| **123 COMMISSIONER, PRECINCT 3** | | | | | | | |
| **005** | | | | | | | |
| 8-1203-431-00-123-005-0-731 | PCT.3 P/U RD-ROADS | 594,370.90 | 185,171.06 | 161,589.64 | 161,589.64 | 247,610.20 | 58.34 |
| 8-1203-431-00-123-005-0-733 | PCT.3 P/U RD-DRAIN DITCHES & STRUCTURES | 112,663.00 | 7,914.37 | 4,748.63 | 4,748.63 | 100,000.00 | 11.24 |
| 8-1203-431-00-123-005-0-734 | PCT.3 P/U RD-SUBDIVISION STREETS | 220,000.00 | 47,300.00 | .00 | .00 | 172,700.00 | 21.50 |
| 8-1203-431-00-123-005-0-739 | PCT.3 P/U RD-OTHER STRUCTURES | 10,233.22 | 145.42 | 115.80 | 115.80 | 9,972.00 | 2.55 |
| 8-1203-431-00-123-005-0-741 | PCT.3 P/U RD-VEHICLES | 49,408.00 | 49,408.00 | .00 | .00 | .00 | 100.00 |
| 8-1203-431-00-123-005-0-748 | PCT.3 P/U RD-OTHER EQUIPMENT | 40,000.00 | 6,962.70 | 11,581.74 | 11,581.74 | 21,455.56 | 46.36 |
| 8-1203-431-00-123-005-0-855 | PCT.3 P/U RD-LATE FEES,PENALTIES & FINAN | 500.00 | .00 | .00 | .00 | 500.00 | .00 |
| 8-1203-431-00-123-005-0-890 | PCT.3 P/U RD-OTHER | 68,481.01 | .00 | .00 | .00 | 68,481.01 | .00 |
| **005** | | **5,035,885.57** | **650,477.75** | **1,194,246.41** | **1,194,246.41** | **3,191,161.41** | **36.63** |
| **007** | | | | | | | |
| 8-1203-431-00-123-007-0-731 | PCT.3 LATERAL ROAD-ROADS | 99,543.78 | 7,697.50 | .00 | .00 | 91,846.28 | 7.73 |
| **007** | | **99,543.78** | **7,697.50** | **.00** | **.00** | **91,846.28** | **7.73** |
| **025** | | | | | | | |
| 8-1203-431-00-123-025-0-334 | PCT.3 ROADWAY SYS STUDY-ENGINEER & ARCH | 2,038.63 | 2,038.63 | .00 | .00 | .00 | 100.00 |
| **025** | | **2,038.63** | **2,038.63** | **.00** | **.00** | **.00** | **100.00** |
| **123 COMMISSIONER, PRECINCT 3** | | **5,221,434.96** | **669,341.99** | **1,211,221.86** | **1,211,221.86** | **3,340,871.11** | **36.02** |
| **1203 R&B PRECINCT NO.3** | | **5,221,434.96** | **669,341.99** | **1,211,221.86** | **1,211,221.86** | **3,340,871.11** | **36.02** |
| **1204 R&B PRECINCT NO.4** | | | | | | | |
| **124 COMMISSIONER, PRECINCT 4** | | | | | | | |
| **005** | | | | | | | |
| 8-1204-431-00-124-005-0-343 | PCT.4 RD ADM-LAUNDRY & DRY CLEANING SRV | 1,000.00 | 654.67 | 343.49 | 343.49 | 1.84 | 99.82 |
| 8-1204-431-00-124-005-0-411 | PCT.4 RD ADM-WATER | 3,600.00 | .00 | 304.78 | 304.78 | 3,295.22 | 8.47 |
| 8-1204-431-00-124-005-0-412 | PCT.4 RD ADM-CABLE/SATELLITE TV | 400.00 | .00 | .00 | .00 | 400.00 | .00 |
| 8-1204-431-00-124-005-0-413 | PCT.4 RD ADM-ELEC SURVEILLANCE &SECURITY | 1,200.00 | 204.00 | .00 | .00 | 996.00 | 17.00 |
| 8-1204-431-00-124-005-0-425 | PCT.4 RD ADM-PEST CONTROL | 755.00 | 375.00 | 50.00 | 50.00 | 330.00 | 56.29 |
| 8-1204-431-00-124-005-0-432 | PCT.4 RD ADM-EQUIP R&M SERVICE | 1,500.00 | .00 | 445.00 | 445.00 | 1,055.00 | 29.67 |
| 8-1204-431-00-124-005-0-442 | PCT.4 RD ADM-EQUIP & VEHICLE RENTALS | 3,600.00 | 1,289.60 | 1,326.44 | 1,326.44 | 983.96 | 72.67 |
| 8-1204-431-00-124-005-0-529 | PCT.4 RD ADM-SURETY & NOTARY BONDS | 200.00 | .00 | .00 | .00 | 200.00 | .00 |
| 8-1204-431-00-124-005-0-531 | PCT.4 RD ADM-TELEPHONE | 4,000.00 | .00 | 1,494.31 | 1,494.31 | 2,505.69 | 37.36 |
| 8-1204-431-00-124-005-0-535 | PCT.4 RD ADM-POSTAGE | 200.00 | .00 | .62 | .62 | 199.38 | .31 |
| 8-1204-431-00-124-005-0-540 | PCT.4 RD ADM-ADVERTISING | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |
| 8-1204-431-00-124-005-0-550 | PCT.4 RD ADM-PRINTING & BINDING | 700.00 | .00 | .00 | .00 | 700.00 | .00 |
| 8-1204-431-00-124-005-0-583 | PCT.4 RD ADM-TRAVEL OUT OF COUNTY | 3,000.00 | .00 | 647.14 | 647.14 | 2,352.86 | 21.57 |
| 8-1204-431-00-124-005-0-584 | PCT.4 RD ADM-REGISTRATION FEES | 2,100.00 | .00 | 250.00 | 250.00 | 1,850.00 | 11.90 |
| 8-1204-431-00-124-005-0-601 | PCT.4 RD ADM-OFFICE SUPPLIES | 3,178.00 | 661.98 | 650.67 | 650.67 | 1,865.35 | 41.30 |
| 8-1204-431-00-124-005-0-602 | PCT.4 RD ADM-PAPER SUPPLIES | 1,000.00 | 233.26 | 159.95 | 159.95 | 606.79 | 39.32 |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1204 R&B PRECINCT NO.4** | | | | | | | |
| **124 COMMISSIONER, PRECINCT 4** | | | | | | | |
| **005** | | | | | | | |
| 8-1204-431-00-124-005-0-605 | PCT.4 RD ADM-CLOTHING & UNIFORMS | 100.00 | .00 | .00 | .00 | 100.00 | .00 |
| 8-1204-431-00-124-005-0-606 | PCT.4 RD ADM-MAPS, PLANS, PLATS, ETC. | 200.00 | .00 | .00 | .00 | 200.00 | .00 |
| 8-1204-431-00-124-005-0-607 | PCT.4 RD ADM-CLEANING & SANITATION SUPPL | 1,000.00 | .00 | 180.42 | 180.42 | 819.58 | 18.04 |
| 8-1204-431-00-124-005-0-608 | PCT.4 RD ADM-HOUSEHOLD & INSTITUTIONAL | 100.00 | 100.00 | .00 | .00 | .00 | 100.00 |
| 8-1204-431-00-124-005-0-622 | PCT.4 RD ADM-ELECTRICITY | 11,000.00 | .00 | 1,459.33 | 1,459.33 | 9,540.67 | 13.27 |
| 8-1204-431-00-124-005-0-630 | PCT.4 RD ADM-FOOD | 300.00 | .00 | .00 | .00 | 300.00 | .00 |
| 8-1204-431-00-124-005-0-631 | PCT.4 RD ADM-BOTTLED WATER | 500.00 | 127.75 | 72.25 | 72.25 | 300.00 | 40.00 |
| 8-1204-431-00-124-005-0-661 | PCT.4 RD ADM-MINOR OFFICE EQUIPMENT | 3,500.00 | 58.17 | 525.00 | 525.00 | 2,916.83 | 16.66 |
| 8-1204-431-00-124-005-0-664 | PCT.4 RD ADM-OTHER MINOR EQUIPMENT | 800.00 | .00 | .00 | .00 | 800.00 | .00 |
| 8-1204-431-00-124-005-0-665 | PCT.4 RD ADM-MINOR COMPUTER EQUIPMENT | 300.00 | .00 | .00 | .00 | 300.00 | .00 |
| 8-1204-431-00-124-005-0-666 | PCT.4 RD ADM-MINOR OFFICE FURNITURE | 7,000.00 | 515.60 | .00 | .00 | 6,484.40 | 7.37 |
| 8-1204-431-00-124-005-0-671 | PCT.4 RD ADM-BLDG R&M SUPPLIES | 1,000.00 | .00 | .00 | .00 | 1,000.00 | .00 |
| 8-1204-431-00-124-005-0-745 | PCT.4 RD ADM-COMPUTER EQUIPMENT | 7,100.00 | .00 | .00 | .00 | 7,100.00 | .00 |
| 8-1204-431-00-124-005-0-746 | PCT.4 RD ADM-OFFICE FURNITURE | 15,000.00 | .00 | .00 | .00 | 15,000.00 | .00 |
| 8-1204-431-00-124-005-0-810 | PCT.4 RD ADM-DUES & MEMBERSHIPS | 200.00 | .00 | .00 | .00 | 200.00 | .00 |
| 8-1204-431-00-124-005-0-855 | PCT.4 RD ADM-LATE FEES,PENALTIES&FINANCE | 200.00 | .00 | 6.54 | 6.54 | 193.46 | 3.27 |
| 8-1204-431-00-124-005-0-890 | PCT.4 RD ADM-OTHER | 10,000.00 | .00 | .00 | .00 | 10,000.00 | .00 |
| **005** | | **85,733.00** | **4,220.03** | **7,915.94** | **7,915.94** | **73,597.03** | **14.16** |
| **007** | | | | | | | |
| 8-1204-431-00-124-007-0-113 | PCT.4 P/U RD-PERM F/T EMPLOYEES | 1,328,696.00 | .00 | 411,755.18 | 411,755.18 | 916,940.82 | 30.99 |
| 8-1204-431-00-124-007-0-114 | PCT.4 P/U RD-PERM P/T EMPL | 10,060.00 | .00 | 2,891.89 | 2,891.89 | 7,168.11 | 28.75 |
| 8-1204-431-00-124-007-0-115 | PCT.4 P/U RD-LONGEVITY PAY | 19,592.13 | .00 | 6,419.82 | 6,419.82 | 13,172.31 | 32.77 |
| 8-1204-431-00-124-007-0-211 | PCT.4 P/U RD-HEALTH INSURANCE | 205,402.00 | .00 | 72,384.12 | 72,384.12 | 133,017.88 | 35.24 |
| 8-1204-431-00-124-007-0-212 | PCT.4 P/U RD-LIFE INSURANCE | 1,629.00 | .00 | 439.62 | 439.62 | 1,189.38 | 26.99 |
| 8-1204-431-00-124-007-0-220 | PCT.4 P/U RD-FICA | 103,910.00 | .00 | 31,721.01 | 31,721.01 | 72,188.99 | 30.53 |
| 8-1204-431-00-124-007-0-230 | PCT.4 P/U RD-RETIREMENT | 119,258.00 | .00 | 36,968.71 | 36,968.71 | 82,289.29 | 31.00 |
| 8-1204-431-00-124-007-0-250 | PCT.4 P/U RD-UNEMPLOYMENT COMP | 6,797.00 | .00 | 2,105.14 | 2,105.14 | 4,691.86 | 30.97 |
| 8-1204-431-00-124-007-0-260 | PCT.4 P/U RD-WORKERS COMP | 104,337.08 | .00 | 31,722.07 | 31,722.07 | 72,615.01 | 30.40 |
| 8-1204-431-00-124-007-0-334 | PCT.4 P/U RD-ENGINEER & ARCHITECT SRV | 21,500.00 | 3,000.00 | 9,600.00 | 9,600.00 | 8,900.00 | 58.60 |
| 8-1204-431-00-124-007-0-339 | PCT.4 P/U RD-OTHER PROFESSIONAL SERVICES | 7,954.77 | 1,196.18 | 1,658.59 | 1,658.59 | 5,100.00 | 35.89 |
| 8-1204-431-00-124-007-0-346 | PCT.4 P/U RD-HAULING & FREIGHT SERVICES | 165,000.00 | 73,000.00 | 37,092.60 | 37,092.60 | 54,907.40 | 66.72 |
| 8-1204-431-00-124-007-0-411 | PCT.4 P/U RD-WATER | 2,000.00 | .00 | .00 | .00 | 2,000.00 | .00 |
| 8-1204-431-00-124-007-0-413 | PCT.4 P/U RD-ELEC SURVEILL & SECURITY | 300.00 | .00 | .00 | .00 | 300.00 | .00 |
| 8-1204-431-00-124-007-0-425 | PCT.4 P/U RD-PEST CONTROL | 250.00 | 195.00 | 50.00 | 50.00 | 5.00 | 98.00 |
| 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 |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1204 R&B PRECINCT NO.4** | | | | | | | |
| **124 COMMISSIONER, PRECINCT 4** | | | | | | | |
| **007** | | | | | | | |
| 8-1204-431-00-124-007-0-432 | PCT.4 P/U RD-EQUIP R&M SERVICE | 30,031.09 | 3,815.00 | 2,580.14 | 2,580.14 | 23,635.95 | 21.30 |
| 8-1204-431-00-124-007-0-433 | PCT.4 P/U RD-R&B R&M SERVICE | 40,000.00 | .00 | 7,374.70 | 7,374.70 | 32,625.30 | 18.44 |
| 8-1204-431-00-124-007-0-434 | PCT.4 P/U RD-VEHICLE R&M SERVICE | 30,345.00 | 7,161.34 | 8,656.19 | 8,656.19 | 14,527.47 | 52.13 |
| 8-1204-431-00-124-007-0-439 | PCT.4 P/U RD-OTHER STRUCTURE R&M SERVICE | 500.00 | .00 | .00 | .00 | 500.00 | .00 |
| 8-1204-431-00-124-007-0-442 | PCT.4 P/U RD-EQUIP & VEHICLE RENTALS | 6,000.00 | 311.73 | 512.27 | 512.27 | 5,176.00 | 13.73 |
| 8-1204-431-00-124-007-0-531 | PCT.4 P/U RD-TELEPHONE | 500.00 | .00 | .00 | .00 | 500.00 | .00 |
| 8-1204-431-00-124-007-0-532 | PCT.4 P/U RD-CELL PHONE | 3,250.43 | 919.74 | 784.26 | 784.26 | 1,546.43 | 52.42 |
| 8-1204-431-00-124-007-0-534 | PCT.4 P/U RD-INTERNET | 1,020.00 | .00 | .00 | .00 | 1,020.00 | .00 |
| 8-1204-431-00-124-007-0-536 | PCT.4 P/U RD-TWO-WAY RADIO | 5,000.00 | 1,266.00 | 1,242.00 | 1,242.00 | 2,492.00 | 50.16 |
| 8-1204-431-00-124-007-0-540 | PCT.4 P/U RD-ADVERTISING | 2,000.00 | .00 | .00 | .00 | 2,000.00 | .00 |
| 8-1204-431-00-124-007-0-584 | PCT.4 P/U RD-REGISTRATION FEES | 500.00 | .00 | .00 | .00 | 500.00 | .00 |
| 8-1204-431-00-124-007-0-604 | PCT.4 P/U RD-CHEM,DRUGS,MEDS & LAB SUPPL | 2,000.00 | 250.50 | 562.80 | 562.80 | 1,186.70 | 40.67 |
| 8-1204-431-00-124-007-0-605 | PCT.4 P/U RD-CLOTHING & UNIFORMS | 8,000.00 | .00 | 36.34 | 36.34 | 7,963.66 | .45 |
| 8-1204-431-00-124-007-0-607 | PCT.4 P/U RD-CLEANING & SANITATION SUPPL | 600.00 | 13.99 | 137.36 | 137.36 | 448.65 | 25.23 |
| 8-1204-431-00-124-007-0-608 | PCT.4 P/U RD-HOUSEHOLD & INSTITUTIONAL | 500.00 | 91.00 | 9.00 | 9.00 | 400.00 | 20.00 |
| 8-1204-431-00-124-007-0-609 | PCT.4 P/U RD-AGRICULTURAL & LANDSCAPING | 100.00 | .00 | 41.54 | 41.54 | 58.46 | 41.54 |
| 8-1204-431-00-124-007-0-613 | PCT.4 P/U RD-SAFETY SUPPLIES | 65,000.00 | 13,889.81 | 32,843.47 | 32,843.47 | 18,266.72 | 71.90 |
| 8-1204-431-00-124-007-0-622 | PCT.4 P/U RD-ELECTRICITY | 5,000.00 | .00 | .00 | .00 | 5,000.00 | .00 |
| 8-1204-431-00-124-007-0-623 | PCT.4 P/U RD-BOTTLED GAS | 500.00 | 168.93 | 31.07 | 31.07 | 300.00 | 40.00 |
| 8-1204-431-00-124-007-0-626 | PCT.4 P/U RD-GASOLINE/DIESEL (BULK) | 160,000.00 | 61,449.05 | 39,628.09 | 39,628.09 | 58,922.86 | 63.17 |
| 8-1204-431-00-124-007-0-630 | PCT.4 P/U RD-FOOD | 600.00 | .00 | .00 | .00 | 600.00 | .00 |
| 8-1204-431-00-124-007-0-631 | PCT.4 P/U RD-BOTTLED WATER | 500.00 | 167.00 | 33.00 | 33.00 | 300.00 | 40.00 |
| 8-1204-431-00-124-007-0-640 | PCT.4 P/U RD-REFERENCE MATERIALS | 600.00 | .00 | .00 | .00 | 600.00 | .00 |
| 8-1204-431-00-124-007-0-663 | PCT.4 P/U RD-SMALL TOOLS | 8,000.00 | 4,271.48 | 2,199.42 | 2,199.42 | 1,529.10 | 80.89 |
| 8-1204-431-00-124-007-0-664 | PCT.4 P/U RD-OTHER MINOR EQUIPMENT | 30,509.97 | 6,074.70 | 4,119.76 | 4,119.76 | 20,315.51 | 33.41 |
| 8-1204-431-00-124-007-0-671 | PCT.4 P/U RD-BLDG R&M SUPPLIES | 1,000.00 | 84.31 | 85.41 | 85.41 | 830.28 | 16.97 |
| 8-1204-431-00-124-007-0-672 | PCT.4 P/U RD-EQUIP R&M SUPPLIES | 84,074.14 | 17,207.77 | 19,961.62 | 19,961.62 | 46,904.75 | 44.21 |
| 8-1204-431-00-124-007-0-673 | PCT.4 P/U RD-ROAD MATERIAL | 156,137.73 | 92,368.53 | 34,276.28 | 34,276.28 | 29,492.92 | 81.11 |
| 8-1204-431-00-124-007-0-674 | PCT.4 P/U RD-PIPES | 32,000.00 | .00 | 2,721.24 | 2,721.24 | 29,278.76 | 8.50 |
| 8-1204-431-00-124-007-0-679 | PCT.4 P/U RD-OTHER R&M SUPPLIES | 44,000.00 | 6,358.14 | 16,557.47 | 16,557.47 | 21,084.39 | 52.08 |
| 8-1204-431-00-124-007-0-681 | PCT.4 P/U RD-VEHICLE R&M SUPPLIES | 40,048.27 | 6,404.12 | 7,184.33 | 7,184.33 | 26,459.82 | 33.93 |
| 8-1204-431-00-124-007-0-682 | PCT.4 P/U RD-GASOLINE/DIESEL | 500.00 | .00 | .00 | .00 | 500.00 | .00 |
| 8-1204-431-00-124-007-0-683 | PCT.4 P/U RD-LUBRICANTS | 11,000.00 | 3,383.63 | 2,736.67 | 2,736.67 | 4,879.70 | 55.64 |
| 8-1204-431-00-124-007-0-684 | PCT.4 P/U RD-TIRES & TUBES | 50,000.00 | 8,674.32 | 7,135.12 | 7,135.12 | 34,190.56 | 31.62 |
| 8-1204-431-00-124-007-0-711 | PCT.4 P/U RD-ROW | 88,898.99 | .00 | .00 | .00 | 88,898.99 | .00 |

| Account No/Description | | Adjusted Budget | Y-T-D Encumb | Period Expended | Y-T-D Expended | Available Balance | Percent Used |
|---|---|---|---|---|---|---|---|
| **1204 R&B PRECINCT NO.4** | | | | | | | |
| **124 COMMISSIONER, PRECINCT 4** | | | | | | | |
| **007** | | | | | | | |
| 8-1204-431-00-124-007-0-731 | PCT.4 P/U RD-ROADS | 363,403.30 | 52,394.52 | 42,469.92 | 42,469.92 | 268,538.86 | 26.10 |
| 8-1204-431-00-124-007-0-733 | PCT.4 P/U RD-DRAIN DITCHES & STRUCTURES | 121,867.75 | 27,607.75 | 60,560.00 | 60,560.00 | 33,700.00 | 72.35 |
| 8-1204-431-00-124-007-0-734 | PCT.4 P/U RD-SUBDIVISION STREETS | 379,062.49 | 1,771.28 | 53,899.51 | 53,899.51 | 323,391.70 | 14.69 |
| 8-1204-431-00-124-007-0-739 | PCT.4 P/U RD-OTHER STRUCTURES | 5,000.00 | .00 | .00 | .00 | 5,000.00 | .00 |
| 8-1204-431-00-124-007-0-741 | PCT.4 P/U RD-VEHICLES | 60,000.00 | .00 | .00 | .00 | 60,000.00 | .00 |
| 8-1204-431-00-124-007-0-742 | PCT.4 P/U RD-HEAVY EQUIPMENT | 60,000.00 | .00 | .00 | .00 | 60,000.00 | .00 |
| 8-1204-431-00-124-007-0-748 | PCT.4 P/U RD-OTHER EQUIPMENT | 40,000.00 | 12,098.19 | .00 | .00 | 27,901.81 | 30.25 |
| 8-1204-431-00-124-007-0-855 | PCT.4 P/U RD-LATE FEES,PENALTIES&FINANCE | 200.00 | .00 | .00 | .00 | 200.00 | .00 |
| 8-1204-431-00-124-007-0-864 | PCT.4 P/U RD-OTHER INTEREST | 100.00 | .00 | .00 | .00 | 100.00 | .00 |
| 8-1204-431-00-124-007-0-890 | PCT.4 P/U RD-OTHER | 450,000.00 | .00 | .00 | .00 | 450,000.00 | .00 |
| **007** | | **4,485,535.14** | **405,594.01** | **993,187.73** | **993,187.73** | **3,086,753.40** | **31.18** |
| **008** | | | | | | | |
| 8-1204-431-00-124-008-0-334 | PCT.4 LATERAL ROAD-ENGINEER & ARCHITECT | 5,000.00 | .00 | .00 | .00 | 5,000.00 | .00 |
| 8-1204-431-00-124-008-0-731 | PCT.4 LATERAL ROAD-ROADS | 621.26 | .00 | .00 | .00 | 621.26 | .00 |
| **008** | | **5,621.26** | **.00** | **.00** | **.00** | **5,621.26** | **.00** |
| **124 COMMISSIONER, PRECINCT 4** | | **4,576,889.40** | **409,814.04** | **1,001,103.67** | **1,001,103.67** | **3,165,971.69** | **30.83** |
| **1204 R&B PRECINCT NO.4** | | **4,576,889.40** | **409,814.04** | **1,001,103.67** | **1,001,103.67** | **3,165,971.69** | **30.83** |
| **8 YEAR** | | **19,304,515.61** | **2,197,700.17** | **4,107,255.37** | **4,107,255.37** | **12,999,560.07** | **32.66** |

**AI-9239** **18.A.9.**

# Request for Payment Invoice No. 5 from AGADC for Hidalgo Co. Government Center

## CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Rocio Villarreal, PURCHASING DEPT.
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Hidalgo County

### Information

**CAPTION**

Presentation for discussion, consideration, acceptance, and approval of payment of Invoice No. 5 in the amount of $28,125.25, from Alcocer Garcia Associates Design Consulting, contracted architect for, "Hidalgo County Government Center." C-07-128-04-17

**BACKGROUND**

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1302-413-00-220-034-0-720
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO 589706 has $77,334.00 available to pay this pending invoice as of 5/8/08.

### Attachments

Link: Invoice

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 10:53 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 01:28 PM | APRV |
| 3 | Dale Kennan | Dale Kennan | 05/08/2008 02:04 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Rocio Villarreal Started On: 05/07/2008 04:58 PM

Final Approval Date: 05/09/2008

AGADC
ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
1333 E. Jasmine Ave. McAllen, TX 78501 956.-618-2007 FAX 956.-618-2008

INVOICE FOR SERVICES:

CONTRACT NO.: C-07-128-04-17

INVOICE NO. : **Five**

P.O. No.:_____

DATE: April 30, 2008

PROJECT: HIDALGO COUNTY GOVERNMENT CENTER,
(At old K - Mart Site)

TO: OFFICE OF THE COUNTY JUDGE
100 Cano, 2nd Floor
Edinburg, TX 78539

In accordance with the A/E contract dated April 17, 2007, there is due at this time for professional design services on the above referenced project, the amount of $ 28,125.25

A/E fee = 7.5% of $ 1,875,000.00 = $ 140,625.00

Present Fee breakdown:

| | |
|---|---|
| Schematic Design Phase (10%)..... | $ 14,062.50 (pd) |
| Design Development Phase (10%)..... | 14,062.50 (pd) |
| Construction Documents Phase (50%).... | 70,312.50 ( 35,156.00 pd to-date) |
| Bidding Phase. (5%)..... | 7,031.50 |
| Construction Phase (25%)..... | 35,156.00 |

This Invoice for: **90%Completion of Construction Documents Phase**

**Amount due this invoice:**

| | |
|---|---|
| 90% x $ 70,312.50 ..... | $ 63,281.25 |
| Less paid to-date..... | 35,156.00 |
| Due this invoice..... | $ 28,125.25 |

Please remit payment to:

Alcócer Garcia Associates Design Consulting
1333 E. Jasmine
McAllen, Texas 78501

Thank you,
AGADC

Eduardo Alcocer
Project Manager

**AGADC** 1333 McAllen, Texas 78504 Tel: 956 .380-6600 FAX: 380-6602
Alcocer Garcia Associates Design Consulting

***LETTER OF TRANSMITTAL***

DATE: 4 - 30 -08

To: Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department
Edinburg, Tx

Project: Hidalgo County Government Center,
(former K Mart site)
Edinburg, TX

We are sending you: **X Attached** **X As Listed Below**

Shop drawings Prints Prelim plans Specifications

Submittals Product samples Documents Correspondence

| Copies | Date | Number | Description |
|---|---|---|---|
| 1 | | | AGADC Invoice No. 5 |
| 1 | | | Progress set of drawings for County records |
| | | | |

These are transmitted as checked below:

For your review **X For your approval** For distribution For your records

For signatures Re-submit For your use **X For Processing**

**Note: Please process at earliest date possible. We have suspended work on the project until further notice from County.**

**We delivered the invoice and a copy of the plans to Mr. Lozano at the County Judge's office.**

By: Eduardo Alcocer
Project Manager

RECEIVED
APR 30 2008
By 4:00

**AI-9228** **18.A.10.**

# BCAP PRECINCT NO 3 - EL SOL #1 & #2
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Laura Moya, PURCHASING DEPT.
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department

## Information

### CAPTION

Presentation for discussion, consideration, acceptance and approval to REJECT all bid(s) received for Bids CAP-08-001-01-09 & CAP-08-002-01-09 -LRM "Paving & Drainage Construction for El Sol #1 & El Sol #2 Subdivision".

### BACKGROUND

Item is second part of AI 9141 presented to CC on 05/06/08 as per Laura Moya. Purchasing Dept. will re-advertise as per the direction of Commissioners' Court.

## Fiscal Impact

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

**BUDGETARY IMPACT:**

No fiscal impact at this time.

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 10:40 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 11:15 AM | APRV |
| 3 | Veronica Lopez | Veronica Lopez | 05/08/2008 02:05 PM | APRV |
| 4 | Erika Reyna | Erika Reyna | 05/08/2008 03:29 PM | APRV |
| 5 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Laura Moya — Started On: 05/07/2008 04:30 PM

Final Approval Date: 05/09/2008

**AI-9247** **18.A.11.**

# Request for Payment Invoice No. 017450 from Raba-Kistner
# CC REGULAR

**Date:** 05/13/2008
**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, acceptance, and approval of Request for Payment of Invoice No. 017450 in the amount of $2,450.00 from Raba-Kistner Consultant, Inc., contracted engineer for Hidalgo County New Government Facility, with authority for Auditor to review and complete processing procedures and County Treasurer to issue payment/check.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1302-413-00-220-034-0-720
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is $1,859,375.00 as of 5/8/08. No PO # given.

## Attachments

Link: Invoice

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 10:59 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 02:02 PM | APRV |
| 3 | Dale Kennan | Dale Kennan | 05/08/2008 02:51 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Rocio Villarreal Started On: 05/07/2008 05:13 PM

Final Approval Date: 05/09/2008

VISIT OUR WEBSITE AT:
www.rkci.com

# INVOICE

**INVOICE # :**017450

Engineering * Testing * Environmental * Facilities * Infrastructure

Raba Kistner

**BILLING DATE :**
1/30/2008

**PROJECT :**
AMA0718800 A10126
Prop. Co.Gov. Center Building

**Ms. Rocio Villarreal**
**Hidalgo County**
**Purchasing Department**
**2802 S. Business 281**
**Edinburg, TX 78539**

**REMITTANCE ADDRESS:**
**RABA-KISTNER CONSULTANTS, INC.**
**P.O. BOX 971037**
**DALLAS, TX 75397-1037**
**PHONE (210) 699-9090**

Edinburg, Hidalgo County, Texas; R-K Proposal No. PMA07-198-00

**FOR PROFESSIONAL SERVICES RENDERED THROUGH: 1/19/2008**

| | |
|---|---|
| **TOTAL FEE AUTHORIZED** | 2,450.00 |
| **PERCENT COMPLETE AS OF 1/19/2008** | 100.00% |
| **FEE EARNED TO DATE** | 2,450.00 |
| **LESS PREVIOUS BILLINGS** | 0.00 |
| **AMOUNT DUE THIS INVOICE **** | 2,450.00 |
| **TOTAL OF PREVIOUS INVOICES - CURRENTLY UNPAID** | 0.00 |
| **TOTAL DUE AND PAYABLE** | **2,450.00** |

RK PROJECT MANAGER: KATRIN MIOVSKI
CLIENT PHONE: 956-318-2626

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.
**PLEASE PAY FROM THIS INVOICE.**

# INVOICE

**INVOICE DATE 01/30/2008**
**INVOICE NUMBER 017450**

PROJECT AMA07-188-00
COUNTY GOVERNMENT CENTER BLDG
CLIENT NUMBER A10126

Raba Kistner

Ms. Rocio Villarreal
Hidalgo County - Purchasing Department
2802 South Business 281
Edinburg, Texas 78539

Raba-Kistner Consultants , Inc
PO BOX 971037
DALLAS TX 75397-1037
210-699-9090

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 01/19/2008

| SERVICES | QTY | RATE | PER | | AMOUNT |
|---|---|---|---|---|---|
| FIELD OPERATIONS | | | | | |
| MOBILIZATION | 1.00 | 200.00 | LS | $ | 200.00 |
| DRILLING AND SAMPLING | 50.00 | 8.00 | FT | $ | 400.00 |
| FIELD TECHNICIAN/LOGGER | 6.00 | 42.00 | HR | $ | 252.00 |
| TRIP CHARGE | 15.00 | 0.75 | MILES | $ | 11.25 |
| | | FIELD OPERATIONS SUBTOTAL: | | $ | 863.25 |
| LABORATORY TESTING | | | | | |
| NATURAL MOISTURE CONTENT | 10.00 | 8.75 | EA | $ | 87.50 |
| ATTERBERG LIMITS | 4.00 | 70.75 | EA | $ | 283.00 |
| PERCENT PASSING NO. 200 SIEVE | 4.00 | 47.75 | EA | $ | 191.00 |
| | | LABORATORY TESTING SUBTOTAL: | | $ | 561.50 |
| ENGINEERING | | | | | |
| PRINCIPAL | 0.50 | 190.00 | HR | $ | 95.00 |
| PROFESSIONAL | 6.00 | 165.00 | HR | $ | 990.00 |
| AUTO CAD OPERATOR | 1.00 | 85.00 | HR | $ | 85.00 |
| TECHNICAL/CLERICAL/ADMIN. | 2.50 | 55.00 | HR | $ | 137.50 |
| | | ENGINEERING SUBTOTAL: | | $ | 1,307.50 |
| | | | TOTAL: | $ | 2,732.25 |

**AMOUNT DUE THIS INVOICE $ 2,450.00**

INVOICES ARE SUBMITTED MONTHLY AND ARE DUE ON RECEIPT
CARRYING CHARGES MAY BE ASSESSED ON INVOICES UNPAID BEYOND 30 DAYS FROM BILLING DATE
PLEASE PAY FROM THIS INVOICE

**AI-9214** **18.A.12.**

# Approval of Comdata Fuel Card Request
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Yvette Islas, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Hidalgo County

## Information

**CAPTION**

Presentation for discussion, consideration, and approval of application requests for Fleet Fueling Cards through our participation with Texas Procurement and Support Services (TPASS) contract with Comdata Corporation/Transmontaigne Product Services, Inc. (awarded vendor thru State Council on Competitive Government) submitted by Elected Officals/Department Heads/Agency and/or Program Directors detailing holders and users as attached hereto, including but limited to the following and subject to the newly adopted and approved Hidalgo County Fuel Credit Card Policies and Procedures:
A. Hidalgo County Administration - Security
B. Hidalgo County Health and Human Services
C. Planning Department

**BACKGROUND**

Please see attached Comdata Fuel card Application/Request form submitted by Department(s).

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-419-40-115-069-0-682
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Courthouse Parking Lot (Administration Security); Available Balance as of 5-8-08 $2,014.50.
Funding sources were provided by department(s).

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-419-10-210-001-0-682
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Planning Dept - Available Balance as of 5-8-08 $2,401.08.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-441-00-340-001-0-682
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Health Administration - Available Balance as of 5-8-08 $2,444.48

## Attachments

Link: comdata request form security

Link: comdata request forms Health and Planning Dept.

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 08:16 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 09:32 AM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 05/08/2008 01:23 PM | APRV |
| 4 | Rolando Flores | Roli Flores | 05/08/2008 01:28 PM | APRV |
| 5 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Yvette Islas — Started On: 05/07/2008 03:09 PM

Final Approval Date: 05/09/2008

# COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☑ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

**Department:** Administration Security
**Billing Address:** 2818 S. Bus. Hwy 281 Edinburg TX 78539
**Fuel Card Manager:** Angela Garcia
This person can not have use of the fuel card
**Phone Number:** (956) 239-1039
**County Email:** angela.garcia@co.hidalgo.tx.us
**Web user Name:** **Password:**
**Hidalgo Co Acct Number:** 8-1100-419-40-115-069-0-6082
**Requested By:**
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

*For Purchasing Department Use Only*

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____
Sign & Print Authorized Elected Official/Supervisor/Director

| Vehicle Plate No | Vehicle Description | VIN Number | *Purchasing Dept Only* Card Number |
|---|---|---|---|
| 1025373 | F150 Pickup Supercrew | 1FTRW12W18FB21884 | |
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# COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ Add Vehicle Card ☑ Add Driver Pin ☐ Delete Cancel Card ☐ Delete/Cancel Driver

**Department:** PLANNING Dept.
**Billing Address:** 1304 S. 25th St.
**Fuel Card Manager:** IRMA Celia Castillo
This person can not have use of the fuel card
**Phone Number:** (956) 318-2840
**County Email:** irma.castillo@hchd.org
**Web user Name:** icastillo **Password:** iram114
**Hidalgo Co Acct Number:** 8-1100-419-10-210-001-0-682
**Requested By:** RAUL E. SESIN
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

*For Purchasing Department Use Only*

Approved by Commissioners Court On: _____
Reviewed by Fuel Card Administrator: _____
Cards Received by Dept on: _____ Date Returned/Cancelled: _____
Fuel Cards Received by Department: _____
Sign & Print Authorized Elected Official/Supervisor/Director

| Vehicle Plate No | Vehicle Description | VIN Number | *Purchasing Dept Only* *Card Number* |
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# Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

| | First Name | Last Name | Employee I.D. Number | *DBM Use Only verification* | *Purchasing Dept Use Only Date of Signed Fuel Policy & training* |
|---|---|---|---|---|---|
| 1 | Robert | Longwell | 144983 | RH | ✓ |
| 2 | | | | | |
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# COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

**Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

| | |
|---|---|
| **Department:** | Hidalgo County Health & Human Services |
| **Billing Address:** | 1304 South 25th Ave, Edinburg, TX 78539 |
| **Fuel Card Manager:** | Eduardo Olivarez |
| | This person can not have use of the fuel card |
| **Phone Number:** | (956)383-6221 |
| **County Email:** | eddie.olivarez@hchd.org |
| **Web user Name:** | health **Password:** sweet |
| **Hidalgo Co Acct Number:** | 8-1100-441-00-340-001-0-682 |
| **Requested By:** | Eduardo Olivarez |
| | Sign & Print Elected Official/Supervisor/Director |

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

*For Purchasing Department Use Only*

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

| Vehicle Plate No | Vehicle Description | VIN Number | *Purchasing Dept Only* *Card Number* |
|---|---|---|---|
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# Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

| | First Name | Last Name | Employee I.D. Number | *DBM Use Only verification* | *Purchasing Dept Use Only Date of Signed Fuel Policy & training* |
|---|---|---|---|---|---|
| 1 | Elva | Torres | 071005 | | |
| 2 | Rodney | Elizondo | 161187 | | |
| 3 | Monica | Espinosa | 115991 | | |
| 4 | Maricela | Espinosa | 021164 | | |
| 5 | Virginia | Cortina | 157961 | | |
| 6 | Norma | De Leon | 000264 | | |
| 7 | Cecilia | Lopez | 153826 | | |
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OK

**AI-9212** **18.A.13.**

## Commissioner's Court- Record/Tape and Re-broadcasting
## CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Mary Maldonado, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Hidalgo County

### Information

**CAPTION**

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in currrent contract) with RGV Educational Broadcasting, Inc.

**BACKGROUND**

Memo from Department
Letter to Vendor

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-413-30-115-017-0-320
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO # 581112 has $1,000 available and PO # 597661 has $15,000 available.

Funds available as of 05/08/08 in object code 320 $23,000.00.

### Attachments

Link: RGV
Link: RGV Educational

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/08/2008 09:13 AM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 09:16 AM | APRV |
| 3 | Veronica Lopez | Veronica Lopez | 05/08/2008 11:46 AM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Mary Maldonado Started On: 05/07/2008 03:01 PM

Final Approval Date: 05/09/2008

# MEMORANDUM
## HIDALGO COUNTY PURCHASING DEPARTMENT

**TO:** Hidalgo County

**ATTN:** Valde Guerra, Commissioner's Court Executive Officer

**FROM:** Mary A. Maldonado Contracts Manager

**DATE:** April 22, 2008

**RE:** Delay Broadcast of Commissioners' Court Meetings

THE CONTRACT FOR THE ABOVE PROJECT WILL EXPIRE ON JULY 12, *2008* AND THE COUNTY HAS THE OPTION TO EXTEND FOR ANOTHER ONE (1) YEAR PERIOD.

PLEASE ACKNOWLEDGE. RECEIPT BY SIGNING AND MARKING YES OR NO BELOW AND RETURN TO THE PURCHASING DEPARTMENT VIA FACSIMILE TO (956) 318-2629.

✓ YES I WOULD LIKE TO EXTEND

ACCOUNT # 8-1100-413-30-115-017-0-320

____ NO I DO NOT WISH TO EXTEND

SIGNATURE Monica Badillo

PRINTED NAME Monica Badillo

DATE 4/22/08

IF YOU REQUIRE ADDITIONAL INFORMATION PERTAINING TO THIS MATTER PLEASE CONTACT ME AT (956) 318-2626.

THANK YOU

# PURCHASING DEPARTMENT
## County Of Hidalgo

May 7, 2008

Ms. Dianna Lee R. Alcalde
RGV Educational Broadcasting, Inc.
PO Box 2147
Harlingen, TX 78502

Re: Recording & Delay Broadcast of Hidalgo County Commissioners' Court Meetings

Dear Ms. Alcalde:

Commissioners' Court will take applicable action (Tuesday, May 13, 2008) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current service contract (under the same rates, terms and conditions). Effective date of renew/extension is July 12, 2008 Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, 5:00p.m., Friday, May 09, 2008 via facsimile to (956) 956-318-2629.

By:_____ Date:_____

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

Sincerely,

Mary A. Maldonado
Hidalgo County Contracts Manager

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/22/2008

PRODUCER
R. N. Jones Agency, Inc.
510 E. Harrison (78550)
P. O. Box 532267
Harlingen TX 78553-2267
(956) 423-1147

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
RGV Educational Broadcasting, Inc.
P O Box 2147
Harlingen TX 78551-2147

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Texas Mutual Insurance Co | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| | | GENERAL LIABILITY | | | | EACH OCCURRENCE | $ |
| | | COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | CLAIMS MADE ☐ OCCUR ☐ | | | | MED EXP (Any one person) | $ |
| | | | | | | PERSONAL & ADV INJURY | $ |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | GENERAL AGGREGATE | $ |
| | | POLICY ☐ PRO-JECT ☐ LOC ☐ | | | | PRODUCTS - COMP/OP AGG | $ |
| | | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | ANY AUTO | | | | | |
| | | ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | | 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/UMBRELLA LIABILITY | | | | EACH OCCURRENCE | $ |
| | | OCCUR ☐ CLAIMS MADE ☐ | | | | AGGREGATE | $ |
| | | | | | | | $ |
| | | DEDUCTIBLE | | | | | $ |
| | | RETENTION $ | | | | | $ |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | TSF-0001028368 | 08/30/2007 | 08/30/2008 | WC STATU-TORY LIMITS X OTH-ER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | 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

Hidalgo County
2812 South Bus. Highway 281
Edinburg TX 78539-

CANCELLATION

AI 0002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATIC DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTE NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHA IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS O REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Sidney P Brown



© ACORD CORPORATION 198

# Certificate of Coverage

Date 2/22/2007

Certificate Holder
Diocese of Brownsville
1910 E Elizabeth Street
PO Box 2279
Brownsville TX 78522-2279

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF SOCIETY
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
RGV Educational Broadcasting, Inc.
PO Box 2147
Harlingen TX 78551

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

| | Type of Coverage | Certificate Number | Coverage Effective Date | Coverage Expiration Date | Limits | |
|---|---|---|---|---|---|---|
| | Property | | | | | |
| | | | | | Real & Personal Property | |
| | | | | | | |
| | General Liability | | | | General Aggregate | |
| | ☑ Occurrence | | | | Products-Comp/OP Agg | |
| | ☐ Claims Made | 9007 | 7/1/2006 | 7/1/2007 | Personal & Adv Injury | |
| | | | | | Each Occurrence | 1,000,000 |
| | | | | | Fire Damage (Any one fire) | |
| | | | | | Med Exp (Any one person) | |
| | Excess Liability | | | | | |
| | | | | | Each Occurrence | |
| | | | | | | |
| | Other | | | | | |
| | Automobile Coverage | 9007 | 7/1/2006 | 7/1/2007 | Each Occurrence | 500,000 |
| | | | | | | |

Description of Operations/Locations/Vehicles/Special Items
General Liability coverage only extends for claims arising out of the KMBH-TV/60 crew which records Commissioner's meetings every Tuesday of every month at the Hidalgo County Courthouse. Automobile Coverage Limits include: $500,000 CSL Liability. The National Catholic Risk Retention Group participates in the limits outlined above through policy #RRG1001908.

Holder of Certificate

Additional Protected Person(s)
Hidalgo County
100 N Cano, 5th Floor
Edinburg TX 78539

Cancellation
Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

0261000138

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SERVICE CONTRACT**
**C-06-006-06-19**

THIS CONTRACT is made and entered into this 6th day of June, 2006, by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **RGV Educational Broadcasting, Inc.**, a Texas Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for "The Recording and Delay Broadcast of Hidalgo County Commissioners' Court Meetings" (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" 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 Hidalgo County for a two (2) year term. 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. 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 safety and efficiently provide the Services.

3. This Contract shall be for a period beginning July 13, 2006 and ending on July 12, ,2008 and may be extended at the sole discretion of County for an additional ninety (90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend the contract for an additional year.

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 require 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 os 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 safety 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 for below:

| | |
|---|---|
| If to County: | The County of Hidalgo<br>Attn: County Judge<br>100 E. Cano<br>Edinburg, Texas 78539 |
| If to Company: | RGV Educational Broadcasting, Inc.<br>P.O. Box 2147<br>Harlingen, Texas 78551 |

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 unenfoceable 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_____ day of_____, 2006.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

Approved by Commissioners' Court
on 6-20-06 at

~~Juan D. Salinas, III~~, County Clerk
Eddy Treviño.

COMPANY: RGV Educational Broadcasting Inc.

By:_____

Printed Name: Pedro Briseño

Title: President / General Manager

Approved on Commissioners' Court June 20, 2006

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

# EXHIBIT "A"
# REQUIREMENTS

Title: President / General Manager

# "EXHIBIT A"

## "Record and Delay Broadcast of Hidalgo County Commissioners' Court Meetings - Hidalgo County"
## Bid No: 2006-006-03-29-otm

**REQUIREMENTS**

1. Hidalgo County is seeking a qualified vendor to record and delay broadcast of the Commissioners' Court Meetings' of Hidalgo County;

   a) Pursuant to Article §81.005 (a) (Term of Court Meetings) of the Texas Local Governemnt Code, Hidalgo County Commissioners' Court "Regular Term" meetings for 2006 and in accordance and subject to Chapter 551, Texas Local Government Code are:

   | | |
   |---|---|
   | Week of the Month: | Second |
   | Day of the Week: | Tuesday |
   | Time of the day: | 9:30 a.m.: |

   b) Hidalgo County holds "Special Meetings" in accordance with Chapter 551, Texas Local Government Code; which currently are scheduled @ 9:00 a.m. on all other Tuesdays. However, these are subject to change if necessary and at the sole discretion of Hidalgo County and applicable statutes as to the posting of such meetings.

2. Contractor must possess all equipment necessary to render services required. All installation of any such equipment will be at contractor's expense including all repair maintenance of said equipment.

3. The initial term of the contract will be for a two (2) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year period under the same rates/fees, terms and conditions.

4. Hidalgo County will not allow the contractor to pre-empt any schedule broadcast of this program. Provider and Hidalgo County reserve the right to seek underwriting for the program.

5. All arrangements for on-air broadcast of this program are subject to the regulations of the Federal Communications Commission (FCC), to other laws governing broadcasting, and to standard broadcasting practice.

6. Either party may terminate the agreement within thirty (30) days upon written notice. Contractor will continue providing services until new provider is awarded and providing services for county in the event that contractor exercises the 30-day written termination notice.

7. On-air credit consists of up to at least three (3) credits at the open and close of the program. Each credit should be at least twenty (20) seconds long.

8. Hidalgo's County Commissioners' Court meeting will be broadcast in its entirety.

9. In the event of a cancellation of an Hidalgo County Commissioners' Court Meeting slated for Recording and Delay Broadcasting, Hidalgo County will notify, in writing, the awarded vendor/company, via facsimile, the cancellation of such meeting by 5:00 pm (CST) the Monday before said meeting is scheduled to be held. Notification will be made by Monica Badillo, Hidalgo County Agenda Coordinator, phone: (956) 292-7025; Fax (956) 292-7034 to _____.
Awarded Company

10. Hidalgo County will be provided the following copies:

a) Five (5) DVD unedited copies (if produced)
b) Five (5) DVD edited copies (if produced)
c) Audio and Wave File

11. Hidalgo County Commissioners' Court meetings are to be broadcast Valleywide particularly in Hidalgo County.

12. Current air time for the delay broadcast of entire Commissioners Court meetings is on Tuesday evening at 10:00 pm. Hidalgo County wishes to improve the air time slot for the delay broadcast of the Commissioners Court meetings.

Bidders are asked to designate & commit to an earlier time slot from 7:00 p.m. to 9:00 pm but in no event commencing later than the current 10:00 pm air time. Delay broadcast must occur after Commissioners Court meetings Tuesday through Friday of the same week.

13. Commissioners Court, at its sole discretion may consider an earlier time slot (from its present air time of 10:00 pm) as a determining factor in awarding the bid in order to make the Commissioners Court meeting delay broadcast more accessible to all Hidalgo County residents.

# EXHIBIT"B"
# VENDOR'S RESPONSE

"EXHIBIT B"

"Record and Delay Broadcast of Hidalgo County Commissioners' Court Meetings - Hidalgo County"
Bid No. 2006-006-03-29-otm

# BID PAGE

**Program / Series:** Hidalgo County Government @ Work

**Air Time:** Tuesday @ 10:00 p.m.

**Air Date Schedule:** Every Tuesday

**Recorded on Site:** **Hidalgo County Administration Building, 1st Floor - Edinburg, Texas**

1 **Options:**

A. 1st Year Production Underwriting Price: $ 52,000

B. 2nd Year Production Underwriting Price: $ 52,000

C. Two (2) Year Production Underwriting Price: $ 104,000

D. 3rd Year Production Underwriting Price: $ 52,000

10:05 A

APR 1 2 2006

# EXHIBIT "C"
# INSURANCE

# INSURANCE IDENTIFICATION CARD

SELF INSURED PROGRAM DIOCESE OF BROWNSVILLE

| | |
|---|---|
| 7411 - 23<br>R.G. V. EDUCATIONAL BROADCASTING<br>**Catholic Diocese of Brownsville**<br>P. O. Box 2147<br>Harlingen TX 78551 | **Insurance Company Information**<br>Policy Number: **Self-Insurance Cert #32**<br>CMG AGENCY, INC<br>10843 Old Mill Road<br>Omaha Ne 68154<br>Eff. Date 7/1/2006<br>Exp. Date 6/30/2007 |
| **Vehicle Information**<br>Year: 2001 Make: CHEVY<br>Model: VAN<br>VIN: 1GCGG25R811184242 | Telephone Number:<br>**1-800-228-6108** |

# Certificate of Coverage

Date: 7/18/2006

**Certificate Holder**
Diocese of Brownsville
1910 E Elizabeth Street
PO Box 2279
Brownsville TX 78522-2279

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

**Company Affording Coverage**
THE CATHOLIC MUTUAL RELIEF SOCIETY
10843 OLD MILL RD
OMAHA, NE 68154

**Covered Location**
RGV Educational Broadcasting, Inc.
PO Box 2147
Harlingen TX 78551

## Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

| | Type of Coverage | Certificate Number | Coverage Effective Date | Coverage Expiration Date | Limits | |
|---|---|---|---|---|---|---|
| | Property | | | | | |
| | | | | | Real & Personal Property | |
| | | | | | | |
| | General Liability | | | | General Aggregate | |
| | | | | | Products-Comp/OP Agg | |
| | ☑ Occurrence | | | | Personal & Adv Injury | |
| | ☐ Claims Made | 9007 | 7/1/2006 | 7/1/2007 | Each Occurrence | 1,000,000 |
| | | | | | Fire Damage (Any one fire) | |
| | | | | | Med Exp (Any one person) | |
| | Excess Liability | | | | | |
| | | | | | Each Occurrence | |
| | | | | | | |
| | Other | | | | | |
| | | | | | Each Occurrence | |
| | | | | | | |

**Description of Operations/Locations/Vehicles/Special Items**
The National Catholic Risk Retention Group participates in the limits outlined above through policy #RRG1001907.
General Liability (only) coverage extends for claims arising out of the KMBH-TV/60 crew which records Commissioner's meetings every Tuesday of every month at the Hidalgo County Courthouse, for the term of the certificate.

## Holder of Certificate

Additional Protected Person(s)

Hidalgo County
100 E Cano, 5th Floor
Edinburg TX 78539

0261000002

## Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Joseph T. Zuercher

# ENDORSEMENT
(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 7/1/2006 Charge _____ Credit _____
Cancellation Date of Endorsement 7/1/2007
Certificate Holder Diocese of Brownsville
1910 E Elizabeth Street
PO Box 2279
Brownsville TX 78522-2279

Certificate No. 9007 of The Catholic Mutual Relief Society is amended as follows:

## SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability, Coverage F - Medical Payments to Others and Coverage H - Counseling Errors and Omissions) is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the Protected Person(s) activities or activities they perform on behalf of the Protected Person(s).

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the Additional Protected Person(s) will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)
Hidalgo County
100 E Cano, 5th Floor
Edinburg TX 78539

Remarks: The National Catholic Risk Retention Group participates in the limits outlined above through policy #RRG1001907.
General Liability (only) coverage extends for claims arising out of the KMBH-TV/60 crew which records Commissioner's meetings every Tuesday of every month at the Hidalgo County Courthouse, for the term of the certificate.

Joseph T. Burridge
Authorized Representative

PKS-122 (1-99)

**AI-9208** **18.A.14.**

# Hidalgo County-Request for Extension-by L&G Engineers Contract No.: C-07-397-01-30-Rio Tank Service Const

## CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Letty Saenz, PURCHASING DEPT.
**Submitted For:** Letty Saenz
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Hidalgo County

### Information

**CAPTION**

Presentation for discussion, consideration and approval of a thirty (30) day extension as recommended by project engineer, L & G Consulting Engineers, in connection with Contract No. C-07-397-01-30 with Rio Tank Service Construction, Inc.-"Demolition and Removal of Underground Petroleum Storage Tank Systems" for Hidalgo County, due to unforeseen delays and circumstances.

**BACKGROUND**

Point of Information by DBM/Safety Division.
Recommendation by project engineer.

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1336-419-40-220-028-0-739
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**

### Attachments

Link: Request for Extension

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/08/2008 08:40 AM | APRV |
| 2 | Budget & Management | | 05/08/2008 08:40 AM | NEW |
| 3 | Auditor's Office | | 05/08/2008 08:40 AM | |
| 4 | Court Administrator | | 05/08/2008 08:40 AM | |
| Form Started By: Letty Saenz | | | Started On: 05/07/2008 02:47 PM | |
| Final Approval Date: 05/08/2008 | | | | |

L&G Engineering
Transportation Consultants

May 7, 2008

Ms. Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
**Attention: Letty Saenz**
2802 S. Business Highway US 281
Edinburg, Texas 78539

**Re: Turnkey Solution for the Demolition & Removal of Structures and Below Ground Tanks Project**

Dear Ms. Salazar:

The expiration date for the above referenced project is fast approaching. Due to the detailed events that have been beyond the control of Hidalgo County and the Contractor, we respectfully request and recommend a 30 day extension for the completion of the project. The days are determined by the following:

- Construction activities discovered 3 ghost tanks on April 1st and a Notice to Stop Work was issued on the same day. Notice to Proceed was issued on April 11, 2008 upon execution (10 days).
- Construction activities resumed and an additional tank was discovered on April 15, 2008. Contractor was given Notice to Stop Work on same day. Notice to Proceed was issued on April 29, 2008 (14 days).
- Hidalgo County asked Contractor to hold construction until the peat gravel was removed on April 28, 2008. Rain delayed the County from removing the gravel until May 2, 2008 and scheduled to allow the Contractor back on site on May 8, 2008. (10 days)

Although, Rio Tank Services will complete construction activities by the expiration date, lab results on the sludge material will not be returned in time. Upon receipt of the results, determination will be made as to how and where the sludge material would be disposed.

Should you have any questions regarding this extension request, do not hesitate to call me.

Sincerely,

Velma N. Garcia
Environmental Manager

cc: Roy Quintanilha, Hidalgo County
Marc Haws, Ambiotec Environmental Consultants
Charles Kerby, Rio Tank Services

**Mercedes Office:**
**2100 W. Expressway 83 • Mercedes, TX 78570**
**(956) 565-9813 • Fax: (956) 565-9018**
**Toll Free: (888) 565-9813**

**Mission Office:**
**900 S. Stewart Rd., Suite 9 • Mission, TX 78572**
**(956) 585-1909 • Fax: (956) 585-1927**
**Toll Free: (866) 585-1909**

**Depar ent of Budget & Management**
**Safety Division**
**P.O. Box 1356**
**Edinburg, Texas 78539**

To: Mr. Ray Eufracio, C.P.A.
Hidalgo County Auditor

From: Roy Quintanilha
Safety Director

Date: May 6, 2008

Ref: Point of Information, 201/210 North Closner Project

During the excavation of the fuel tanks at 201 North Closner, Edinburg, Texas we found peat gravel lining several of the tanks. The peat gravel had originally been installed to facilitate drainage to protect the tanks from excess ground water.

Peat gravel is not an acceptable base for a parking lot; it cannot be compacted like dirt. The problem we faced is that the peat gravel (or the amount of peat gravel) was not anticipated. The peat gravel would have to be removed. The peat gravel was tested and no significant contamination was detected.

In lieu of further delaying the project and seeking a third change order which would result in an additional cost, I requested assistance and support from Precinct 4.

Precinct 4 personnel excavated the peat gravel. There was so much peat gravel that its removal is going to require trucks from each of the Precincts to remove it from the premises.

Once the peat gravel is removed, the hole that will be left is beyond the original scope of services to backfill the affected area. To address this issue, Precinct personnel will be bringing in surplus dirt to fill the hole back to the same level (more or less) it was prior to the excavation. At that point, Rio Tank service will complete the process as per their contract.

The peat gravel will be taken and stored at the Davis site until such time a use can be found for it.

For your information, I have included the environmental reports on the peat gravel and photos showing the hole prior to and after the excavation of the peat gravel.

We will continue to monitor the process. Once complete, I will submit to you a memo with photos showing where we stopped and Rio Tanks took over.

Should you have any questions or concerns regarding this memorandum or the process as reported, please notify me immediately to that any issue can be resolved.

Thank you in advance for your attention to this matter.

cc: Mr. Valde Guerra, Executive Officer for Commissioners Court
Ms. Martha Salazar, Hidalgo County Purchasing Agent
Ms. Lupita Garza, Hidalgo County Auditors Office
Ms. Velma Garcia, L&G Engineering, Project Manager
Mr. Charles F. Kerby, Rio Tank Service and Construction Inc.

**AI-9263** **18.A.15.**

# Impoundment and Quranatine of Small Animals -Request to Cancel req f/bids, authority to extend 60 days and authority to re-advertise.

## CC REGULAR

**Date:** 05/19/2008
**Submitted By:** Moises Salazar, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Hidalgo County

### Information

**CAPTION**

A. Requesting authority to cancel a request for bids for: Hidalgo County " Impoundment and Quarantine of Small Animials"(RFB No. 2008-022-MSS), due to significant modifications to specifications and (statutory) requirements with authority to re-advertise.

B. Requesting approval to exercise the sixty (60) days grace period extension, as provided in current contract with Palm Valley Animal Center, so as to have no lapse in services while modifications to specifications/requirements are completed and approved, and subsequent contract procurement is completed.(C-05-244-05-29)

**BACKGROUND**

New specifications will be placed on Commissioner's Court agenda for approval as soon as modifications are completed.

### Fiscal Impact

### Attachments

*No file(s) attached.*

### Form Routing/Status

Form Started By: Moises Salazar Started On: 05/09/2008 01:32 PM

Final Approval Date: 05/09/2008

**AI-9205** **18.B.1.**

# Pct 1-Invoice No. 11322591-L & G Engineers Inc-C-07-451-12-26
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Letty Saenz, PURCHASING DEPT.
**Submitted For:** Letty Saenz
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Prct. 1

## Information

**CAPTION**

Presentation for discussion, consideration, acceptance, and approval of request for payment for Invoice No. 11322591 in the amount of $78,600.00 submitted by L & G Consulting Engineers Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract # C-07-451-12-26 (PO # 596375) for: FM 493.

**BACKGROUND**

Invoice No. 11322591

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1336-431-00-121-049-0-841
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Amount available for PO #596375 $1,115,820.00 for L & G Consulting Engineers, Inc.

## Attachments

Link: Invoice No. 11322591-L & G Engineers Inc

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 08:07 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 09:00 AM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 05/08/2008 01:43 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Letty Saenz Started On: 05/07/2008 02:38 PM

Final Approval Date: 05/09/2008

**L & G Consulting Engineers Inc**
**2100 W. Expressway 83**
**Mercedes, TX 78570**
**(956) 565-9813 Fax (956) 565-9018**

**INVOICE #:** 11322591
**INVOICE DATE:** 04/30/08

**BILL TO:** 34
Hidalgo County Pct. #1
902 Joe Stephens
Weslaco, TX 78596

Contract #C-07-451-00-00
PO#596375/R233

**JOB:** 071401
FM 493
c/o Hidalgo County
100 E. Cano
Edinburg, TX 78539

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of April 2008. | | | | | | |
| 11006-Design Schem | 272.500.00 | 109 000 00 | 27.250.00 | 136.250 00 | 50 0 | 136 250 00 |
| 12001 EA Fieldwork | 10.000 00 | 2.000 00 | | 2.000 00 | 20 0 | 8.000 00 |
| 12002 EA Documents | 57.000 00 | | | | 0.0 | 57 000 00 |
| 12003-Public Invmt | 3 000 00 | 150.00 | 150 00 | 300.00 | 10.0 | 2.700 00 |
| 12004-Cul Resc | 20.000.00 | | | | 0 0 | 20.000 00 |
| 12030 Public Invmt | 20.450 00 | 7.200.00 | | 7.200 00 | 35 2 | 13 250 00 |
| 13010-Prel-ROW Map/S | 35.000 00 | 31.500.00 | | 31.500.00 | 90 0 | 3.500 00 |
| 15001-Surv.Plans&Des | 25.000.00 | 22 500 00 | | 22.500 00 | 90 0 | 2.500 00 |
| 15010 Surv.Plan/Sub | 105.000 00 | 94.500.00 | | 94.500 00 | 90 0 | 10 500 00 |
| 15070-H&V Control/Su | 35 200 00 | 31.680.00 | | 31.680.00 | 90.0 | 3 520 00 |
| 16001-Rdwy Design | 252.000.00 | 75.600.00 | 12 600 00 | 88.200 00 | 35 0 | 163.800 00 |
| 16100-Drainage | 168.000.00 | 33.600 00 | 8 400 00 | 42.000.00 | 25.0 | 126 000 00 |
| 16200 Pavt Mrk & Sig | 84.000 00 | | | | 0 0 | 84.000 00 |
| 16240 Signal Design | 40.000 00 | | | | 0 0 | 40.000.00 |
| 16302-Traf Cntrl Pln | 84 000 00 | 4.200.00 | 4.200 00 | 8.400 00 | 10 0 | 75 600 00 |
| 16304-Irrigation | 84.000 00 | 4.200.00 | 4 200 00 | 8.400 00 | 10.0 | 75.600 00 |
| 16307 Utilities | 168.000.00 | 42 000 00 | 16.800 00 | 58 800 00 | 35 0 | 109 200.00 |
| 16400-Contract Mgmt | 100.000 00 | 25.000.00 | 5.000.00 | 30.000 00 | 30 0 | 70 000 00 |
| 32000-Const Mgmnt | 35 800.00 | | | | 0.0 | 35 800 00 |
| TOTALS | 1.598.950.00 | 483.130 00 | 78 600 00 | 561.730.00 | 35 1 | 1 037.220 00 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 1.598.950 00 |
| CHANGE BY CHANGE ORDER | $ | 0 00 |
| CONTRACT SUM TO DATE | $ | 1.598.950 00 |
| TOTAL COMPLETED TO DATE | $ | 561.730.00 |
| LESS PREVIOUS INVOICES | $ | 483.130 00 |
| CURRENT PAYMENT DUE | $ | 78 600 00 |

C W & W P.E.
PROJECT MANAGER'S SIGNATURE

8-1336-431-00-121-049-0-841 NV
PO #596375

INVOICE RECEIVED BY
A. Montez on 5/7/08

GOODS/SERVICES RECEIVED BY:
Nor Montez on 5/7/08

L&G Engineering
Transportation Consultants

May 1, 2008

Hon. Sylvia Handy
Hidalgo County Commissioner, Pct. #1
1902 Joe Stevens
Weslaco, Tx 78596

**RE: FM 493**

Dear Commissioner Handy:

Attached for your approval is our invoice for services rendered during the month of April 2008. The following is attached:

- L & G's Invoice
- Exhibit C "Project Schedule"

| TASK | | % COMPL |
|---|---|---|
| FC 110 – DESIGN SCHEMATICS | | |
| L&G is continuing to finalizing the schematic and constraint map based on the 100 ft. ROW/84' F-F roadway option in anticipation of the public meeting. | L&G | 50% |
| FC 120 – ENVIRONMENTAL FIELD WORK | | |
| Photographs were taken of all houses along the corridor to be used to develop matrix. | L&G | 20% |
| FC 120 – ENVIRONMENTAL DOCUMENTS | | |
| This task has not begun. | L&G | 0% |
| FC 120 – PUBLIC INVOLVEMENT | | |
| We are coordinating with TxDOT to schedule a public meeting. | L&G | 10% |
| FC 120 – CULTURAL RESOURCES | | |
| This task has not begun. | L&G | 0% |
| FC 120 – PUBLIC INVOLVEMENT (OUTSOURCED) | | |
| We have had several meetings with county to present our schematics. We have been coordinating with TxDOT to obtain any environmental documents available. | L&G | 35% |
| FC 130 – PRELIMIANRY RIGHT-OF-WAY MAPPING | | |
| Existing lot corners have been located, existing ROW maps obtained and plotted, existing subdivision plats obtained and plotted. ROW map file has been provided to L&G. A hard copy of all ROW information will be submitted to our office this week. | RODS | 90% |
| FC 150 – SURVEY PLANS AND DESIGN | | |
| L&G has managed contract development with RODS. We continue to review all work submitted by surveyor. Surveyor has submitted 90% complete final survey. | L&G | 90% |
| FC 150 – SURVEY PLANS AND DESIGN/SUB | | |
| Control points (BM's) are complete and 6,200 LF of 36,000' of Topo is complete. Centerline stationing for utility coordination will be painted on the | RODS | 90% |

2100 W. Expressway 83 • Mercedes, TX 78570 • (956) 565-9813 • Office Fax: (956) 565-9018 • ROW Dept. Fax: (956) 565-9953

| | | |
|---|---|---|
| roadway this week. | | |
| FC 150 – HORIZONTAL & VERTICAL CONTROL | | |
| H&V Control has been established at 1000-ft. intervals (BM's) from 1000' North of SH 107 to 1000' of Mile 10 North. | RODS | 90% |
| FC 160 – ROADWAY DESIGN | | |
| Typical sections for an 84' roadway have been developed. Intersection layouts are being developed to be in compliance with TxDOT design requirements and to allow for bus turning movements. We are currently developing the profile based on DTM information provided by RODS and are adjusting the centerline based on ROW information from RODS. | L&G | 35% |
| FC 161 – DRAINAGE | | |
| We are evaluating each outfall for use and will identify any improvements that are necessary. | L&G | 25% |
| FC 162 – PAVEMENT MARKING AND SIGNING | | |
| This task has not begun. | L&G | 0% |
| FC 162 – SIGNAL DESIGN/SUB | | |
| This task has not begun. | | 0% |
| FC 163 – TRAFFIC CONTROL PLAN | | |
| We are further investigating the feasibility of various traffic control options for the "84' roadway in 100' of ROW" typical section that is approved. | L&G | 10% |
| FC 163 – IRRIGATION | | |
| Major irrigation crossings have been identified. Coordination with the Donna Irrigation District is ongoing. | L&G | 10% |
| FC 163 – UTILITIES | | |
| An initial site survey was conducted. Major compensable utilities have been identified and adjustment costs are being analyzed and incorporated into the project. Initial letters have been sent to all utilities found within the project limits. We are scheduling follow-up meetings with all utilities that are not clear. | L&G | 35% |
| FC 164 – CONTRACT MANAGEMENT | | |
| We held a project status meeting with PCT #1 on April 23, 2008 to provide an update. | L&G | 30% |
| FC 320 – CONSTRUCTION MANAGEMENT | | |
| This task has not begun. | L&G | 0% |

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 565-9813.

Sincerely,

A J Sand P.E.

Armando J. Sandoval, P.E.
Project Manager

Attachment

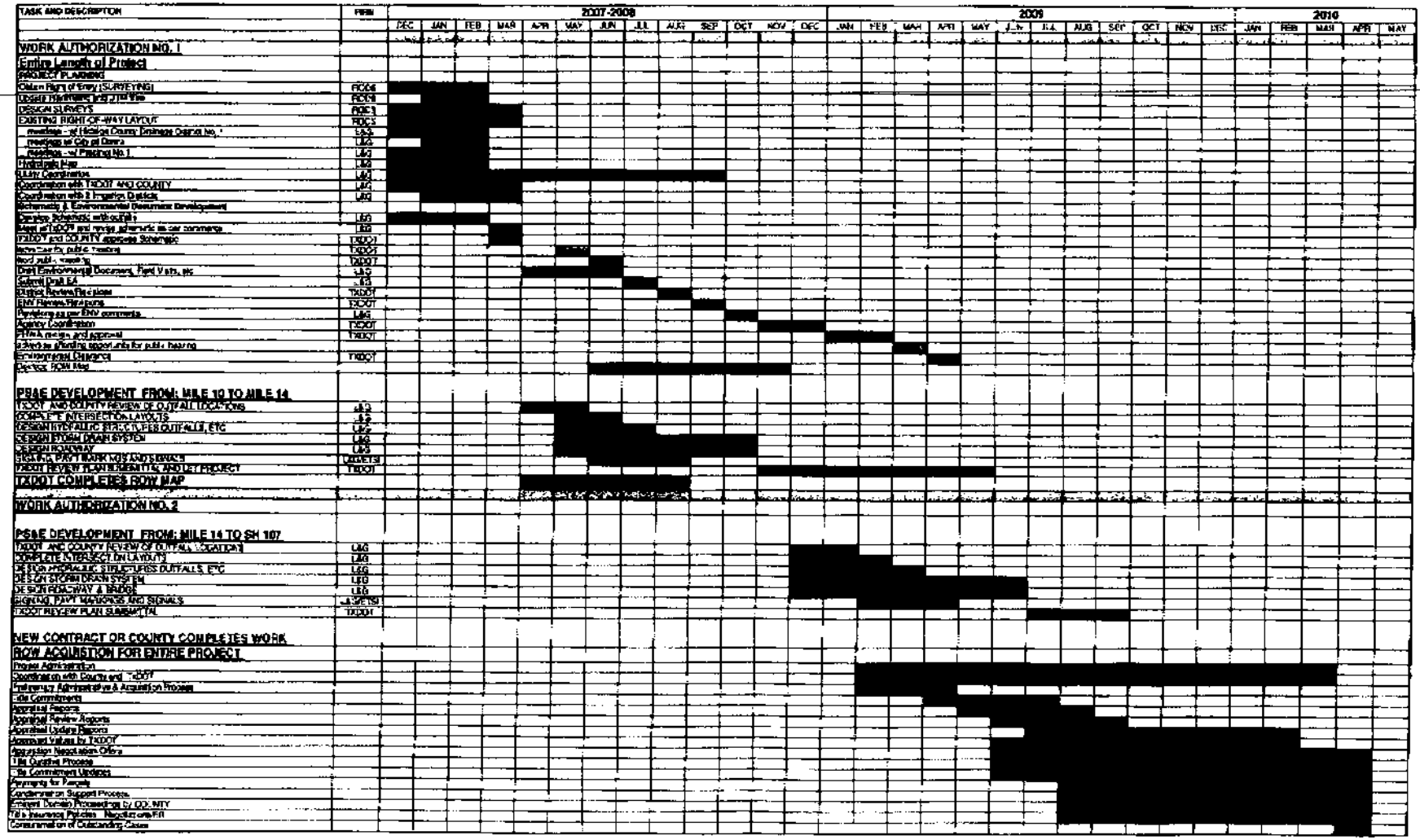
**RECEIVED**

MAY 0 2 2008

PRECINCT 1
COMMISSIONER SYLVIA S. HANDY

Client: Hidalgo County

**ATTACHMENT C**
**WORK SCHEDULE**
**FM 493**
**FROM MILE 10 TO SH 107**




ENGINEERING WORK FOR SCHEMATIC & PS&E
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

# Memorandum

3 Pages

**To:** Purchasing Dept.

**Attn:** Letty Saenz

**From:** Noe Montez, Pct. 1

**Date:** 5/7/2008

**Re:** L & G Engineering (FM 493)

---

Please make arrangements to place the following invoice #1132291 on the next Commissioner's Court meeting for approval for payment.

Thanks

Noe Montez

**AI-9231** **18.B.2.**

# SOQ - SURVEYOR PRECINCT NO 1
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Laura Moya, PURCHASING DEPT.
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Prct. 1

## Information

**CAPTION**

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Surveyor in connection with Hidalgo County Precinct No 1 for Various Road & Bridge and CIP projects;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Surveyor Services required for Various Road & Bridge and CIP projects ;

1st._____; 2nd._____;
3rd._____;

C. Authority for the Purchasing Department to negotiate a professional Surveyor services Contract with the No.1 ranked firm of _____ for the provision for Various Road & Bridge and CIP projects.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1336-431-00-121-041-0-731
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 5-8-08 $684,892.91.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1201-431-00-121-005-0-339/731
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 5-8-08 in object code 339 $2,750.00; Object code 731 $69,726.46.

## Attachments

Link: 9231

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/08/2008 01:35 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 01:56 PM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 05/08/2008 02:23 PM | APRV |
| 4 | Auditor's Office | Becky Morales | 05/08/2008 02:40 PM | APRV |
| 5 | Ivan Cantu | Ivan Cantu | 05/08/2008 03:11 PM | APRV |
| 6 | Becky Morales | | 05/09/2008 05:13 PM | NEW |

Form Started By: Laura Moya

Started On: 05/07/2008 04:33 PM

Final Approval Date: 05/09/2008

COUNTY of HIDALGO



*SYLVIA S. HANDY*
**County Commissioner, Pct. 1**
**1902 Joe Stephens Ave.**
**Weslaco, TX 78596**
**(956) 968-8733**

May 7, 2008

Martha Salazar
Hidalgo County Purchasing Department
101 E. Cano
Edinburg, Texas 78539

Re: Statement of Qualifications (Surveying Firms) (Various Road & Bridge/ CIP Projects)

Dear Marty:

After careful review of the Statement of Qualifications of the Surveying firms we have scored/graded the firms. Please place on next commissioner's court for ranking.

If you should need any additional information, please contract Mr. Joseph Palacios, Chief Administrator, of my staff.

Sincerely,

Sylvia S. Handy

SYLVIA S. HANDY
County Commissioner, Pct. 1

SSH: nm

# Memorandum

**To:** Purchasing Dept

**Attn:** Laura Moya

**From:** Noe Montez, Pct. 1

**Date:** 5/7/2008

**Re:** Request for Statement of Qualifications (Various Road & Bridge & Cip projects as needed)

---

Please make arrangements to forward the SOQ's for the following Surveyors: I will need an agenda item for possible placement on next Comm. Court meeting 5/13/08.

1. Rio Delta Surveying
2. Dos Land Surveying
3. Rodriguez Engineering

Thanks

Noe Montez

8-1336-431-00-121-041-0-731
8-1201-431-00-121-005-0-339 on 731

PURCHASING DEPARTMENT
County Of Hidalgo

## HIDALGO COUNTY PRECINCT NO 1
FOR
## Surveying Various Road & Bridge/CIP Projects

# Scoring & Evaluation GRID

**SURVEYING FIRMS**

| Total Scores | **Rio Delta Surveying** | **Dos Land Surveying** | **Rodriguez Engineering** |
|---|---|---|---|
| Scores | **87** | **92** | **80** |
| RANKING | | | |

*SCORING & EVALUATION COMPLETED BY PCT NO 1

**AI-9229** **18.B.3.**

**SOQ - PRECINCT NO 1**

**CC REGULAR**

**Date:** 05/13/2008
**Submitted By:** Laura Moya, PURCHASING DEPT.
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Prct. 1

**Information**

**CAPTION**

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Hidalgo County Precinct No 1 for Mi 2 West from Mi 12 North Road South to Mi 7 ½ North;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for the design construction of Hidalgo County Precinct No 1 for Mi 2 West from Mi 12 North Road South to Mi 7 ½ North;

1st._____; 2nd._____;
3rd._____;

C. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Hidalgo County Precinct No 1 for Mi 2 West from Mi 12 North Road South to Mi 7 ½ North;

D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Hidalgo County Precinct No 1 for Mi 6 West from Mi 9 North to SH 107;

E. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for the design construction of Hidalgo County Precinct No 1 for Mi 6 West from Mi 9 North to SH 107;

1st._____; 2nd._____;
3rd._____;

F. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Hidalgo County Precinct No 1 for Mi 6 West from Mi 9 North to SH 107.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1315-431-00-121-039-0-731

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

**BUDGETARY IMPACT:**

Available Balance as of 5-8-08 $423,513.32.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1315-431-00-121-040-0-731

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

**BUDGETARY IMPACT:**

Available Balance as of 5-8-08 $127,495.25.

## Attachments

Link: 9229

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/08/2008 01:35 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 01:54 PM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 05/08/2008 02:59 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Laura Moya Started On: 05/07/2008 04:31 PM

Final Approval Date: 05/09/2008

# Memorandum

**To:** Purchasing Dept.

**Attn:** Laura Moya

**From:** Noe Montez, Pct. 1

**Date:** 5/7/2008

**Re:** Statement of Qualifications

1. Mi 2 West from Mi 12 North Road South to Mi 7 ½ North
   8-1315-431-00-121-039-0-731
2. Mi 6 West from Mi 9 North to SH 107
   8-1315-431-00-121-040-0-731

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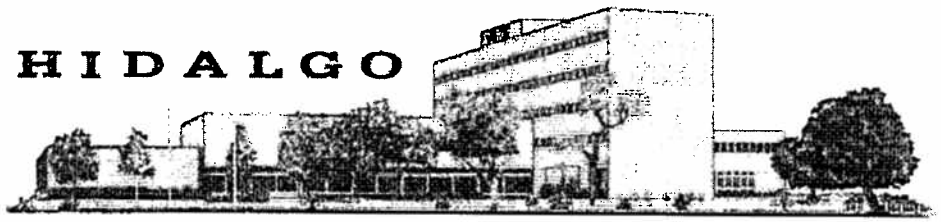
Please make arrangements to forward the SOQ's for the following engineering firms from the current pool of engineers effective until February 8, 2009.

1. Rodriguez Engineering
2. Tedsi Infrastructure Group
3. Javier Hinojosa Engineering

Thanks

Noe Montez

COUNTY of HIDALGO



*SYLVIA S. HANDY*
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

May 7, 2008

Martha Salazar
Hidalgo County Purchasing Department
101 E. Cano
Edinburg, Texas 78539

Re: Statement of Qualifications (Engineering Firms)
(Mi. 2 West from Mi. 12 North Road South to Mi. 7 ½ North)

Dear Marty:

After careful review of the Statement of Qualifications of the Engineering firms we have scored/graded the firms. Please place on the next commissioner's court agenda for ranking.

If you should need any additional information, please contract Mr. Joseph Palacios, Chief Administrator, of my staff.

Sincerely,

Sylvia S. Handy

SYLVIA S. HANDY
County Commissioner, Pct. 1

SSH: nm

PURCHASING DEPARTMENT
County Of Hidalgo

## HIDALGO COUNTY PRECINCT NO 1
FOR
## Mi 2 West from Mi 12 North Road South to Mi 7 ½ North

# Scoring & Evaluation GRID

**ENGINEERING FIRMS**

| Total Scores | **TEDSI** | **Rodriguez Engineering** | **Javier Hinojosa Engineering** |
|---|---|---|---|
| Scores | **95** | **89** | **84** |
| RANKING | | | |

*SCORING & EVALUATION COMPLETED BY PCT NO 1

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

COUNTY of HIDALGO



*SYLVIA S. HANDY*
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

May 7, 2008

Martha Salazar
Hidalgo County Purchasing Department
101 E. Cano
Edinburg, Texas 78539

Re: Statement of Qualifications (Engineering Firms)
(Mi. 6 West from Mi. 9 North to SH 107)

Dear Marty:

After careful review of the Statement of Qualifications of the Engineering firms we have scored/graded the firms. Please place on the next commissioner's court agenda for ranking.

If you should need any additional information, please contract Mr. Joseph Palacios, Chief Administrator, of my staff.

Sincerely,

Sylvia S. Handy

SYLVIA S. HANDY
County Commissioner, Pct. 1

SSH: nm

PURCHASING DEPARTMENT
County Of Hidalgo

## HIDALGO COUNTY PRECINCT NO 1
FOR
## Mi 6 West from Mi 9 North to SH 107

# Scoring & Evaluation GRID

**ENGINEERING FIRMS**

| Total Scores | TEDSI | Rodriguez Engineering | Javier Hinojosa Engineering |
|---|---|---|---|
| Scores | **95** | **89** | **84** |
| RANKING | | | |

*SCORING & EVALUATION COMPLETED BY PCT NO 1

**AI-9246** **18.C.1.**

# Request for Payment Application No. 7 for Rio Valley Construction
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Rocio Villarreal, PURCHASING DEPT.
**Submitted For:** Rocio Villarreal
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Prct. 2

## Information

**CAPTION**

Approval of request for payment of Application No. 7 in the amount of $181,142.20 from Rio Valley Construction, Inc. awarded contractor for the, "Construction of Precinct No. 2 Multi-Purpose Facility at South Tower Road Park," and as certified for payment by project architect, VA Architecture; C-07-042A-09-25.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1302-466-00-122-022-0-720
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO 592311 has $473,564.80 available as of 5/8/08 to pay this pending invoice.

## Attachments

Link: Payment No. 7

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 10:58 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 02:00 PM | APRV |
| 3 | Dale Kennan | Dale Kennan | 05/08/2008 02:39 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |
| Form Started By: Rocio Villarreal | | | Started On: 05/07/2008 05:09 PM | |
| Final Approval Date: 05/09/2008 | | | | |

# AIA® Document G702™ – 1992

## *Application and Certificate for Payment*

| | | | | | |
|---|---|---|---|---|---|
| **TO OWNER:** | County of Hidalgo<br>100 E. Cano<br>2nd Floor<br>Edinburg, Tx 78539 | **PROJECT:** | County of Hidalgo Pct 2 Multi-Purpose Facility<br>1429 S. Tower Road<br>Alamo, Tx 78516 | **APPLICATION NO:** 7<br>**PERIOD TO:** 04/29/2008 | **Distribution to:**<br>OWNER: ☒<br>ARCHITECT: ☒ |
| **FROM CONTRACTOR:** | Rio Valley Construction, Inc.<br>4124 N. Taylor Road<br>McAllen, Tx 78504 | **VIA ARCHITECT:** | Reynaldo Vargas, Architec, Inc. dba V.A. Architecture, Professional Corp.<br>2029 Industrial Drive<br>McAllen, Tx 78504 | **CONTRACT FOR:** General Construction<br>**CONTRACT DATE:** 09/11/2007<br>**PROJECT NOS:** C-07042A / 09 / 25<br>PO # 592311 | CONTRACTOR: ☐<br>FIELD: ☐<br>OTHER: ☐ |

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

| | | |
|---|---|---|
| 1. ORIGINAL CONTRACT SUM | | $ 1,468,000.00 |
| 2. Net change by Change Orders | | $ 0.00 |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | | $ 1,468,000.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | | $ 1,185,111.20 |
| 5. RETAINAGE: | | |
| a. 5 % of Completed Work (Column D + E on G703) | $ 57,029.25 | |
| b. 5 % of Stored Material (Column F on G703) | $ 2,226.31 | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | | $ 59,255.56 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | | $ 1,125,855.64 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | | $ 944,713.44 |
| 8. CURRENT PAYMENT DUE | | $ 181,142.20 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | $ 342,144.36 | |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | $ 0.00 | $ 0.00 |
| Total approved this Month | $ 0.00 | $ 0.00 |
| TOTALS | $ 0.00 | $ 0.00 |
| NET CHANGES by Change Order | $ | 0.00 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Rio Valley Construction, Inc.

By: [signature] Date: 04.29.08

State of: Texas Jimmy K. Jones

County of: Hidalgo

Subscribed and sworn to before me this 29 day of April, 2008

[signature]

Notary Public: Sandra Settle

My Commission expires: 01/05/2011

SANDRA SETTLE
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-05-2011

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 181,142.20

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

ARCHITECT: [signature]

By: [signature] Date: 5-5-08

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

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User Notes:



(989355331)

May 06 2008 2:12PM VA Architecture 9566867916 p.2

# AIA® Document G703™ – 1992

## Continuation Sheet

1

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

**APPLICATION NO:** 4/29/2008
**APPLICATION DATE:** 4/29/2008
**PERIOD TO:**
**ARCHITECT'S PROJECT NO:**

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E) | WORK COMPLETED: THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| 1.01.000 | Mobilization | 37,000.00 | 37,000.00 | | | 37,000.00 | 100.00 | | 1,850.00 |
| 1.02.000 | Betterment Allowance | 10,000.00 | 994.20 | | | 994.20 | 9.94 | 9,005.80 | 49.71 |
| 1.03.000 | Landscape Allowance | 5,000.00 | | | | | | 5,000.00 | |
| 1.04.000 | Structural Steel Allowance | 2,000.00 | | | | | | 2,000.00 | |
| 1.05.000 | HVAC Allowance | 2,000.00 | | | | | | 2,000.00 | |
| 1.06.000 | Plumbing Allowance | 2,000.00 | | | | | | 2,000.00 | |
| 1.07.000 | Electrical Allowance | 2,000.00 | | | | | | 2,000.00 | |
| 1.08.000 | Dirtwork | 48,300.00 | 48,300.00 | | | 48,300.00 | 100.00 | | 2,415.00 |
| 1.09.000 | Concrete Foundation | 87,800.00 | 87,800.00 | | | 87,800.00 | 100.00 | | 4,390.00 |
| 1.10.000 | Concrete Columns | 14,400.00 | 14,400.00 | | | 14,400.00 | 100.00 | | 720.00 |
| 1.11.000 | Concrete Walks | 12,700.00 | | | | | | 12,700.00 | |
| 1.12.000 | Masonry | 209,600.00 | 205,408.00 | 4,192.00 | | 209,600.00 | 100.00 | | 10,480.00 |
| 1.13.000 | Structural Steel | 132,800.00 | 119,520.00 | | | 119,520.00 | 90.00 | 13,280.00 | 5,976.00 |
| 1.14.000 | Millwork | 26,400.00 | | | | | | 26,400.00 | |
| 1.15.000 | Roofing | 153,800.00 | 123,040.00 | 21,532.00 | | 144,572.00 | 94.00 | 9,228.00 | 7,228.60 |
| 1.16.000 | Flashing & Damproofing | 10,800.00 | 10,800.00 | | | 10,800.00 | 100.00 | | 540.00 |
| 1.17.000 | Cavity Insulation | 5,400.00 | 5,400.00 | | | 5,400.00 | 100.00 | | 270.00 |
| 1.18.000 | Waterproofing | 2,400.00 | 2,400.00 | | | 2,400.00 | 100.00 | | 120.00 |
| 1.19.000 | HM Doors & Frames | 17,300.00 | 13,840.00 | 3,460.00 | | 17,300.00 | 100.00 | | 865.00 |
| 1.20.000 | Wood Doors | 13,700.00 | 11,645.00 | | | 11,645.00 | 85.00 | 2,055.00 | 582.25 |
| 1.21.000 | Finish Hardware | 22,900.00 | | 3,435.00 | | 3,435.00 | 15.00 | 19,465.00 | 171.75 |
| 1.22.000 | Glass & Glazing | 27,400.00 | | 23,290.00 | | 23,290.00 | 85.00 | 4,110.00 | 1,164.50 |
| 1.23.000 | Plaster | 23,100.00 | 11,550.00 | 3,465.00 | | 15,015.00 | 65.00 | 8,085.00 | 750.75 |
| 1.24.000 | Drywall & Metal Studs | 41,200.00 | 25,544.00 | 15,656.00 | | 41,200.00 | 100.00 | | 2,060.00 |
| 1.25.000 | Acoustical Ceilings | 28,900.00 | | 21,675.00 | | 21,675.00 | 75.00 | 7,225.00 | 1,083.75 |

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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May 06 2008 2:12PM VA Architecture 9566867916 p.3

# AIA® Document G703™ – 1992

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 7
APPLICATION DATE: 4/29/2008
PERIOD TO: 4/29/2008
ARCHITECT'S PROJECT NO:

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| | | | WORK COMPLETED | | | | | | |
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| 1.26.000 | Ceramic Tile | 20,800.00 | | | | | | 20,800.00 | |
| 1.27.000 | Resilient Flooring | 28,800.00 | | | | | | 28,800.00 | |
| 1.28.000 | Painting | 39,500.00 | 11,850.00 | 13,825.00 | | 25,675.00 | 65.00 | 13,825.00 | 1,283.75 |
| 1.29.000 | Visual Display Boards | 4,000.00 | | | | | | 4,000.00 | |
| 1.30.000 | Toilet Partitions | 11,900.00 | | | | | | 11,900.00 | |
| 1.31.000 | Flagpole | 1,700.00 | | | | | | 1,700.00 | |
| 1.32.000 | Signage | 4,200.00 | | | | | | 4,200.00 | |
| 1.33.000 | Fire Extenguishers | 1,600.00 | | | | | | 1,600.00 | |
| 1.34.000 | Folding Partition | 9,600.00 | | | | | | 9,600.00 | |
| 1.35.000 | Toilet Accessories | 5,800.00 | | | | | | 5,800.00 | |
| 1.36.000 | Projection Screens | 6,000.00 | | | | | | 6,000.00 | |
| 1.37.000 | Plumbing | 89,600.00 | 55,552.00 | 25,088.00 | | 80,640.00 | 90.00 | 8,960.00 | 4,032.00 |
| 1.38.000 | Fire Sprinkler System | 28,500.00 | 21,660.00 | 6,840.00 | | 28,500.00 | 100.00 | | 1,425.00 |
| 1.39.000 | H.V.A.C. | 106,200.00 | 56,165.37 | 36,228.63 | | 92,394.00 | 87.00 | 13,806.00 | 4,619.70 |
| 1.40.000 | Electrical | 170,900.00 | 61,431.77 | 37,598.00 | 44,526.23 | 143,556.00 | 84.00 | 27,344.00 | 7,177.80 |
| | Totals | 1,468,000.00 | 924,300.34 | 216,284.63 | 44,526.23 | 1,185,111.20 | 80.73 | 282,888.80 | 59,255.56 |

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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May 06 2008 2:12PM VR Architecture 9566867916 p.4

**AI-9248** **18.C.2.**

# Requesting Approval of Certificate of Completion from Mission Paving

**CC REGULAR**

**Date:** 05/13/2008
**Submitted By:** Rocio Villarreal, PURCHASING DEPT.
**Submitted For:** Rocio Villarreal
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Prct. 2

## Information

**CAPTION**

Requesting approval of a "Certificate of Completion" with Mission Paving, reflecting the completion date of December 11, 2006 for the "Construction of Lime Treated Flexible Base, Hot-Mix Asphaltic Concrete Pavement, Concrete Curb & Gutter, Pavement Markings, Signing and Miscellaneous Items for McColl Road" and as certified by project engineer, R. Gutierrez Engineering Corp.C-06-207-06-20

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1202-431-00-122-006-0-841
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is $713,631.60 as of 5/8/08.

## Attachments

Link: Mission Paving

Link: Additional backup 9248

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | | 05/09/2008 05:13 PM | PEND |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 02:03 PM | APRV |
| 3 | Dale Kennan | Dale Kennan | 05/09/2008 08:25 AM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |
| Form Started By: Rocio Villarreal | | | Started On: 05/07/2008 05:29 PM | |
| Final Approval Date: 05/09/2008 | | | | |

# CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 11 DAY OF December 2006, A FINAL INSPECTION was made of the project herein described:

**CONTRACT**

DATE: 5/1/2008
OWNER: Hidalgo County Precinct # 2 CONSTRUCTION CONTRACTOR: Mission Paving
OF THE CITY OF Mission STATE OF Texas

**PROJECT DESCRIPTION**

CONSTRUCTION OF Paving McColl Road from Military Hwy. to Irrigation Canal

UCP CONTRACT NO.: C-06-207-06-20-VGG

located in or near the City/Pct. of City of Hidalgo / Precinct No.2

**THIS IS TO CERTIFY:**

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of 00/100 dollars ($ 00/100) deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

| | |
|---|---|
| Amount of Original Contract | $ 361,805.00 |
| Present Amount of Contract | $ 345,578.47 |
| Total Amount of earned to date | $ 345,578.47 |
| Less: previous payments | $ 254,400.05 |
| Balance | $ 91,178.42 |
| Authorized deductions | $ 00.00 |
| AMOUNT OF FINAL PAYMENT | $ 91,178.42 |

6. That the final payment in the amount of $ Ninety one thousand one hundred seventy eight dollars and forty-two cents ($ 91,178.42) is now due and payable.

P.E.
Engineer's Signature

**CONCURRED BY:**

Mission Paving Company, Inc.
CONTRACTOR'S NAME

BY: [signature]

TITLE: Accts Rec'ble

**CONCURRED BY:**

CITY / PRECINCT

# R. Gutierrez Engineering Corporation — Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: H. Vargas
SCAP
Mission Paving
Contractor

FROM: Luis Vela, Jr.
SUBJECT: McColl Rd
PROJECT NO.: EV60
DATE: 5/1/08

WE ARE SENDING YOU ___ ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

| | | | |
|---|---|---|---|
| ___ BLUEPRINTS | ___ PLANS | ___ SHOP DRAWINGS | ___ CD |
| ___ CHANGE ORDER | ___ SAMPLES | ___ PAYMENT REQUEST | ___ OTHER |
| ___ BID TABULATION | ___ CONTRACT DOCUMENTS | ___ RECORD DRAWINGS | ___ 3 1/2" DISKETTE |

| QUANTITY / SETS | DATED | ITEM DESCRIPTION |
|---|---|---|
| 1 | | Copy Certificate of Construction Completion Original |
| | | Certificate of Completion |

THESE ARE TRANSMITTED AS CHECKED BELOW:

| | | |
|---|---|---|
| ___ FOR BIDS DUE | ___ APPROVED AS NOTED | ✓ FOR YOUR RECORDS |
| ✓ FOR APPROVAL | ___ APPROVED AS SUBMITTED | ✓ FOR YOUR ACKNOWLEDGEMENT |
| ✓ FOR YOUR USE | ___ RETURN FOR CORRECTIONS | ___ RESUBMIT FOR APPORVAL |
| ✓ AS REQUESTED | ✓ FOR FURTHER PROCESSING | ___ ON LOAN |
| ✓ FOR REVIEW AND COMMENT | ✓ FOR SIGNATURE | ___ OTHER |

COMMENTS:

RECEIVED
Yolanda Cisneros
MAY 01 08
Hidalgo County
PRECINCT #2

Copy Distribution file

Received by: Yolanda Cisneros

# R. Gutierrez Engineering Corporation — Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: YOLI CISNEROS

FROM: JAVIER GUTIERREZ

SUBJECT: SUPPORT INFO FOR PMT.

PROJECT NO.: EN603.024D

DATE: 5-8-2008

| WE ARE SENDING YOU | ATTACHED | UNDER SEPARATE COVER VIA | Hand Delivery | THE FOLLOWING ITEMS: |
|---|---|---|---|---|
| ___ BLUEPRINTS | ___ PLANS | ___ SHOP DRAWINGS | ___ CD | |
| X CHANGE ORDER | ___ SAMPLES | ___ PAYMENT REQUEST | X OTHER | |
| ___ BID TABULATION | ___ CONTRACT DOCUMENTS | ___ RECORD DRAWINGS | ___ 3 1/2" DISKETTE | |

| QUANTITY / SETS | DATED | ITEM DESCRIPTION |
|---|---|---|
| 1 | 7/14/06 | NOTICE TO PROCEED LETTER ✓ |
| 1 | 8/29/06 | LETTER - RE: PHONE CO. LINE ISSUE ✓ |
| 1 | 9/8/06 | LETTER - RE: PHONE LINE RELOCATION ✓ |
| 1 | 10/23/06 | LETTER - RE: CONCRETE TESTING RESULTS ✓ |
| 1 | 9/19/06 | TEST REPORT - RE: CONCRETE TEST RESULTS ✓ |
| 1 | 7/14/06 | C.O. # 1 ✓ |
| 1 | 11/16/06 | C.O. # 3 ✓ |
| 1 | 4/3/07 | C.O. # 4 ✓ |
| | | |
| | | |

THESE ARE TRANSMITTED AS CHECKED BELOW:

| | | |
|---|---|---|
| ___ FOR BIDS DUE | ___ APPROVED AS NOTED | ___ FOR YOUR RECORDS |
| X FOR APPROVAL | ___ APPROVED AS SUBMITTED | ___ FOR YOUR ACKNOWLEDGEMENT |
| ___ FOR YOUR USE | ___ RETURN FOR CORRECTIONS | ___ RESUBMIT FOR APPORVAL |
| ___ AS REQUESTED | ___ FOR FURTHER PROCESSING | ___ ON LOAN |
| ___ FOR REVIEW AND COMMENT | ___ FOR SIGNATURE | ___ OTHER |

COMMENTS:

THIS IS SUPPORTING DOCUMENTATION FOR THE 90 DAY TIME EXTENSION GIVEN TO MISSION PAVING BY THE ENGINEER. THIS EXTENSION OF TIME WAS GIVEN BY THE ENGINEER AFTER "SUBSTANTIAL COMPLETION".

REASONS FOR TIME EXTENSION:

1. 200' EXTRA OF PAVING ADDED TO PROJECT W/O ADDED TIME
2. UTILITY ISSUES IN CONFLICT WITH PROJECT. NOT RELOCATED IN TIME.
3. FAILED CONCRETE PROJECT NEEDED TO BE REPLACED.
4. ADDITIONAL WORK REQUESTED FOR RETENTION WALL IN NOVEMBER 2006.

Copy Distribution file

Received by: Yolanda Cisneros 5/8/2008

# R. Gutierrez Engineering Corporation

July 14, 2006

Mr. William Johnson
Mission Paving Co., Inc
Project Manager
602 S. Los Ebanos Rd.
Mission, Texas 78573

SUBJECT: Notice to Proceed – McColl Road Improvements
Bid No.: C-06-207-0620-VGG

Dear Mr. Jonhson,

Please accept this notice as formal authorization to proceed with work in accordance with plans and specifications issued by our office. As per the construction contract, time charges will begin July 24, 2006.

If you need anything else, please do not hesitate to call us. We are ready to assist you in making this project a success.

Sincerely,

Luis J. Nava, P.E.
Senior Project Manager

cc: Commissioner Hector "Tito" Palacios – Hidalgo County Precinct 2
Carlos "Charlie" Contreras – Hidalgo County Precinct 2, Administrator
file

130 East Park Avenue – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: rguteng@sbcglobal.com

# MISSION PAVING COMPANY, INC.

*The Finest in Asphalt and Concrete Paving*

STREETS : SUBDIVISIONS : PARKING LOTS : TRAILER PARKS : INDUSTRIAL AREAS

P.O. BOX 949
MISSION, TEXAS 78573-0949

TELEPHONE (956) 585-4811
VALLEY WIDE 1-800-585-4811
FAX (956) 585-1616


August 29, 2006

Mr. Ramiro Gutierrez
c/o Gutierrez Engineering Corporation
130 E. Park
Pharr, Tx 78577

MPC Project #5633
Re: Hidalgo County
McColl Road Impr.
Time Suspension

Dear Mr. Gutierrez,

We respectfully request a suspension of time as of Friday, August 25, 2006 on the above referenced project due to our inability to complete project until the phone company abandons its line on the west side of the McColl Road.

Once the phone company has completed their work, we will be able to complete the sidewalk work and finish up the project.

Thank you for your consideration in this matter. If you have any questions, please call me at (956) 330 9995.

Yours truly,
Mission Paving Company, Inc.

A. William Johnson

# MISSION PAVING COMPANY, INC.

*The Finest in Asphalt and Concrete Paving*

STREETS : SUBDIVISIONS : PARKING LOTS : TRAILER PARKS : INDUSTRIAL AREAS

P.O. BOX 949
MISSION, TEXAS 78573-0949

TELEPHONE (956) 585-4811
VALLEY WIDE 1-800-585-4811
FAX (956) 585-1616

September 8, 2006

Mr. Ramiro Gutierrez
c/o Gutierrez Engineering Corporation
130 E. Park
Pharr, Tx 78577

Re: Hidalgo County
McColl Road Impr.
Time Suspension

Dear Mr. Gutierrez,

Having just gotten off the phone with Lucy Salinas of the phone company, we are hoping to have a definite completion date next week. They are coordinating this line relocation work with a couple other groups of people.

As soon as the telephone company completes this work, we will complete the sidewalk and finish the project. I will keep you updated as new information becomes available and we can restart this project time clock.

If you have any questions, please call me at (956) 330 9995.

Yours truly,
Mission Paving Company, Inc.

A. William Johnson

# R. Gutierrez Engineering Corporation

October 23, 2006

Mr. William Johnson
Mission Paving Co., Inc
Project Manager
602 S. Los Ebanos Rd.
Mission, Texas 78573

Subject: Concrete sidewalk on McColl Road.

Dear Mr. Johnson:

After receiving from Raba Kistner the concrete core report performed on the concrete sidewalk located on the East side of McColl road, we found two core samples bellow 3000 psi required and five core samples with less thickness than 4" specified on the construction plans. Only one core concrete sample out of six tested by Raba Kistner comply with the engineer design proposed on the construction plans.

After consulting the City of Hidalgo who will be the ultimate owner of this facility we determine to remove and replace the concrete sidewalk where the concrete strength is less than 3000 psi and where the concrete sidewalk thickness is less than 4 inches specified on the construction plans.

If you have any questions, comments, or additional concerns, please feel free to contact me at (956) 782-2557. Thank You.

Sincerely

Luis J. Nava, P.E.
Senior Project Manager

Cc: Hidalgo County Precinct 2 Commissioner Palacios
City of Hidalgo, Joe Vera
File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: rguteng@aol.com

Raba Kistner
Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487
www.rkci.com

# COMPRESSIVE STRENGTH TEST REPORT

RECEIVED
SEP 19 REC'D
BY:

**CLIENT:** R. GUTIERREZ ENGINEERING CORP.
ATTN: MR. RAMIRO GUTIERREZ, P.E., PRESIDENT

**PROJECT NAME:** HIDALGO COUNTY PRECINCT NO. 2 SOUTH MCCOLL ROAD IMPROVEMENTS 2006, HIDALGO COUNTY, TEXAS

**PROJECT NO.:** AMD06-102-00
**DATE CAST:** 08-15-06
**TECHNICIAN:** A. HERNANDEZ

**SAMPLE LOCATION:** EAST PROPERTY SIDEWALK SECTION ALONG MCCOLL STREET AT STA: 15 + 00

| SAMPLE NUMBER | DATE TESTED | AGE (Days) | LOAD (lbs.) | AREA (sq.in.) | STRENGTH (psi) | % OF DESIGN |
|---|---|---|---|---|---|---|
| 24 | 08/22/06 | 7 | 61,450 | 28.27 | 2170 | 72 |
| 25 | 08/22/06 | 7 | 63,885 | 28.27 | 2260 | 75 |
| 26 | 09/12/06 | 28 | 72,655 | 28.27 | 2570 | 85 |
| 27 | 09/12/06 | 28 | 70,780 | 28.27 | 2500 | 83 |

**NOTE:** Some information on this test report provided by others. Testing and reporting was conducted in general accordance with the following applicable A.S.T.M. references: C31, C39, C109, C138, C143, C172, C173, C231, C495, C1019, C1064

**Supplier:** J-III CONCRETE
**Truck No.:** 164
**Ticket No.:** 155534
**Design Strength:** 3000 psi
**Product No.:** 015

**Batch Time:** 10:05 A.M.
**Sample Time:** 11:10 A.M.
**Concrete Temp.:** 92 °F.
**Ambient Temp.:** 95 °F.
**Slump:** 4-3/4 in.

**Air Content:** ND %
**Unit Weight:** ND pcf
**Field Cured:** 1 day(s)
**Sample Type:** Cylinder
**Sample Size:** 6 in. dia.

**REMARKS:** The contractor was notified of field test results.
ND - Not Determined; NP - Not Provided; NA - Not Applicable
Design strength @ 28 days.
THE 28-DAY COMP. STRENGTH WAS NOT ACHIEVED. SPEC. NOS. 24-27 HAD SHEAR FRACTURES. MR. LUIS NAVA WITH R. GUTIERREZ ENG. WAS NOTIFIED

**Copies To:** ABOVE (1)
HIDALGO COUNTY PRECINCT 2 (1)

RABA-KISTNER CONSULTANTS, INC.

By: MARTIN VILA, P.E.

**Assignment No.** M012092

NOTICE: Raba-Kistner Consultants, Inc. considers the data and information contained in this report to be proprietary. This information is intended only for the use of the recipient(s) named herein. Test results presented herein relate only to those tested. This document and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to validate test results without written approval from Raba-Kistner Consultants, Inc.

# CHANGE ORDER NUMBER ONE (1)

**PROJECT:** MCCOLL ROAD IMPROVEMENTS

**DATE OF ISSUANCE:** July 14, 2006 **EFFECTIVE DATE:** July 14, 2006

**OWNER:** HIDALGO COUNTY PRECINCT NO. 2
**OWNER's Contract No.:** C-06-207-06-20-VGG

**CONTRACTOR:** Mission Paving Co., Inc.
P.O. Box 949
Mission, TX 78573

**ENGINEER:** R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

**You are directed to make the following changes in the Contract Documents.**

**Description:**

1. Items 164, 168, 204, 260, 310, 529, 531, 666, 668 & 672 were increased in quantity.
2. Items 340 - Eliminated ACP TY "D" "3" mat thickness
3. Items 340 - Added ACP TY "D" "2" mat thickness at reduced price.
4. Item 531- Curb Ramps (TY 8) were added.

**Reason for Change Order:**

1. An additional 200' of roadway work was added to the project.
2. Eliminated 3" ACP course and added 2" ACP course due to additional base added through out the project by the County (Pct. No. 2) Forces.
3. Eliminated 3" ACP course and added 2" ACP course due to additional base added through out the project by the County (Pct. No. 2) Forces.
4. Curb ramps were added to comply with A.D.A. requirements.

**Attachments:**

| **Change in Contract Price:** | | **CHANGE IN CONTRACT TIME:** | |
|---|---|---|---|
| Original Contract Price<br>$ 361,805.00 | | Original Contract Time for<br>Substantial Completion: | 45<br>calendar days or dates |
| Net Changes from previous Change Order<br>$ 0.00 | | Net change from previous Change Orders | 0<br>calendar days |
| Contract Price prior to this Change Order<br>$ 361,805.00 | | Contract Time prior to this Change Order<br>Substantial Completion: | 45<br>calendar days or dates |
| Net Increase (decrease) of this Change Order<br>$ (2,785.65) | | Net Increase (decrease) of this Change Order | 0<br>calendar days |
| Contract Price with all approved Change Orders<br>$ 359,019.35 | Net % increase (decrease) from original contract price.<br>(0.80) % | Contract Time with all approved Change Orders<br>Substantial Completion: | 45<br>calendar days or dates |

| **RECOMMENDED:** | **APPROVED:** | **ACCEPTED:** |
|---|---|---|
| By: _____<br>Engineer (Authorized Signature) | By: _____<br>Owner (Authorized Signature) | By: _____<br>Contractor (Authorized Signature) |
| Date: _____ | Date: _____ | Date: _____ |

# CHANGE ORDER NUMBER THREE (3)

**PROJECT:** MCCOLL ROAD IMPROVEMENTS

**DATE OF ISSUANCE:** November 16, 2006 **EFFECTIVE DATE:** November 16, 2006

**OWNER:** HIDALGO COUNTY PRECINCT NO. 2
**OWNER's Contract No.:** C-06-207-06-20-VGG

**CONTRACTOR:** Mission Paving Co., Inc.
P.O. Box 949
Mission, TX 78573

**ENGINEER:** R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

**You are directed to make the following changes in the Contract Documents.**

**Description:**

1. Item 420 - 6" Concrete Retention Wall .

**Reason for Change Order:**

1. To provide stability to a concrete block wall located at the intersection of. McColl Rd. and Camelia Ave. 145 LF of 6" concrete retention wall was added

**Attachments:**

| **Change in Contract Price:** | | **CHANGE IN CONTRACT TIME:** |
|---|---|---|
| Original Contract Price<br>$ 361,805.00 | | Original Contract Time for<br>Substantial Completion: 45 calendar days or dates |
| Net Changes from previous Change Order<br>$ (8,239.68) | | Net change from previous Change Orders<br>0 calendar days |
| Contract Price prior to this Change Order<br>$ 353,565.32 | | Contract Time prior to this Change Order<br>Substantial Completion: 45 calendar days or dates |
| Net increase (decrease) of this Change Order<br>$ 2,312.75 | | Net increase (decrease) of this Change Order<br>0 calendar days |
| Contract Price with all approved Change Orders<br>$ 355,878.07 | Net % increase (decrease) from original contract price.<br>(1.60) % | Contract Time with all approved Change Orders<br>Substantial Completion: 45 calendar days or dates |

| **RECOMMENDED:** | **APPROVED:** | **ACCEPTED:** |
|---|---|---|
| By: _____<br>Engineer (Authorized Signature) | By: _____<br>Owner (Authorized Signature) | By: _____<br>Contractor (Authorized Signature) |
| Date: _____ | Date: _____ | Date: _____ |

# CHANGE ORDER NUMBER FOUR (4)

**PROJECT:** MCCOLL ROAD IMPROVEMENTS

**DATE OF ISSUANCE:** April 3, 2007 **EFFECTIVE DATE:** April 3, 2007

**OWNER:** HIDALGO COUNTY PRECINCT NO. 2
**OWNER's Contract No.:** C-06-207-06-20-VGG

**CONTRACTOR:** Mission Paving Co., Inc.
P.O. Box 949
Mission, TX 78573

**ENGINEER:** R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

**You are directed to make the following changes in the Contract Documents.**

**Description:**

1. Item 164 - Cell Fiber Seeding (Perm)(Urban) (Clay).
2. Item 164 - Cell Fiber Seeding (Temp)(Warm).
3. Item 168 - Vegetative Watering.
4. Item 644 -Ins Sm. Sn.Sup. & Ass. TY S80(1)SA(T).

**Reason for Change Order:**

1. Item 164 cell fiber seeding (perm)(urban)(clay) was deleted. Seeding was never applied after construction.
2. Item 164 cell fiber seeding (temp)(warm) was deleted. Seeding was never applied after/during construction.
3. Item 168 Vegrtative watering was deleted. Seeding was never applied after/during construction.
4. Item 644 Small sign was deleted. Sign was never put up.

**Attachments:**

| **Change in Contract Price:** | **CHANGE IN CONTRACT TIME:** |
|---|---|
| Original Contract Price<br>$ 361,805.00 | Original Contract Time for<br>Substantial Completion: 45 calendar days or dates |
| Net Changes from previous Change Order<br>$ (5,926.93) | Net change from previous Change Orders<br>0 calendar days |
| Contract Price prior to this Change Order<br>$ 355,878.07 | Contract Time prior to this Change Order<br>Substantial Completion: 45 calendar days or dates |
| Net Increase (decrease) of this Change Order<br>$ (10,299.60) | Net Increase (decrease) of this Change Order<br>0 calendar days |
| Contract Price with all approved Change Orders<br>$ 345,578.47<br>Net % increase (decrease) from original contract price.<br>(4.50) % | Contract Time with all approved Change Orders<br>Substantial Completion: 45 calendar days or dates |

| **RECOMMENDED:** | **APPROVED:** | **ACCEPTED:** |
|---|---|---|
| By: _____<br>Engineer (Authorized Signature) | By: _____<br>Owner (Authorized Signature) | By: _____<br>Contractor (Authorized Signature) |
| Date: _____ | Date: _____ | Date: _____ |

**AI-9252** **18.C.3.**

# Requesting for Work Authorization No. 7 for R. Gutierrez Engineering CC REGULAR

**Date:** 05/13/2008
**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 consideration, discussion, acceptance, and approval of Work Authorization No. 7 (with a estimated cost of $8,000.00) for "General construction management and construction staking services for South Tower Park Project" with R. Gutierrez Engineering for the provision of engineering related services to Hidalgo County Precinct No. 2.

**BACKGROUND**

C-07-358-09-04

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1212-452-00-122-008-0-739
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**

## Attachments

Link: WA 7

## Form Routing/Status

Form Started By: Rocio Villarreal Started On: 05/08/2008 04:16 PM
Final Approval Date: 05/09/2008

# HIDALGO COUNTY
## Professional Engineering Services
## Contract # C-07-358-09-04
## Work Authorization Form

# Work Authorization No. 7

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**
The purpose of this Work Authorization is for the **Engineer** to provide general construction management services and construction staking services for the construction of the South Tower Park project. A portion of this project is being constructed by County forces. The project is located on Tower Road, south of Alamo, Texas.

The scope of services to be provided by the **Owner** is identified in **Exhibit A – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Exhibit B – Scope of Services to be Provided by the Engineer** attached hereto.

**PART 2. ESTIMATED COST**
The estimated cost for services under this Work Authorization is not to exceed **$8,000.00.** A detailed breakdown of the amount to be paid is more particularly described in **Exhibit D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

**PART 3. PAYMENT**
Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 8.

**PART 4. FUNDING**
This Work Authorization No. 7 shall be funded through funding source:

Account No. _____

Requisition No. _____ (must be included after CC approval)

**PART 5. PERIOD OF SERVICE**
This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 3.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT**
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2008.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

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

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Fee Estimate

# HIDALGO COUNTY
## Professional Engineering Services
## Contract # C-07-358-09-04

# Work Authorization No. 7

# EXHIBIT A
## Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

***General***
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

# HIDALGO COUNTY
## Professional Engineering Services
## Contract # C-07-358-09-04

# Work Authorization No. 7

# EXHIBIT B
## Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

***CONSTRUCTION PHASE***

Construction Management and Support

The Engineer will provide construction management and support services for and during the construction of the Project by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

**Construction Management and Administration**

1) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.

2) The Engineer will provide detailed information to assist the Owner in construction of the project in accordance with the project plans and specifications. The Engineer will also assist the Owner by providing detailed instructions on how to construct various items of the project.

3) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of Owner forces. The

Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require that the defect or deficiency be corrected.

**Miscellaneous Technical Activities**

4) Construction Staking. At the Owner's request, the Engineer will provide construction staking services for construction services performed by the Owner.

5) Change Orders. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to new requirements directed by the Owner.

6) Design Changes. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for changes in the design of the project, which may be required due to new requirements directed by the Owner.

# EXHIBIT "C"

## WORK SCHEDULE

| | 2008 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| | | | | | | | | | | | | |
| Roadrunner No. 2 Subdivision | | | | | | | | | | | | |
| Construction Administration | | | | | | | | | | | | |
| Construction Staking | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |



05/07/2008 05:42 9567874683 HIDALGO CO PCT 2 PAGE 07

# HIDALGO COUNTY
## Professional Engineering Services
## Contract # C-07-358-09-04

# Work Authorization No. 7

# EXHIBIT D
## Fee Proposal

**Payment for services provided under this Work Authorization will be on the basis of hourly rates established and identified herein plus 10% and reimbursement for direct non-labor expenses established and identified herein plus 10% and sub-consultant expense at invoice cost plus 10%.**

**LABOR HOURLY RATES:**

| Position/Title | FY 2008 Hourly Rate |
|---|---|
| Principal | $ 282.92/HR |
| Project Manager | $ 202.09/HR |
| Senior Engineer | $ 145.50/HR |
| Engineer | $ 113.17/HR |
| Graduate Engineer | $ 97.00/HR |
| Senior Engineering Tech | $ 84.08/HR |
| CADD-Design Technician | $ 67.26/HR |
| Clerical | $ 61.44/HR |
| Survey Crew (3-man) | $137.82/HR |

**NON-LABOR EXPENSES:**

| | |
|---|---|
| Mileage (in State) | $ 0.45 / mile |
| Car Rental (in State) | At Cost |
| Lodging (in State) | At Cost |
| Meals (in State) | At Cost |
| Air Travel | At Cost |
| All Expenses for Out-of-State Travel | At Cost |
| Overnight Carrier Cost | $ 20 / letter |
| Copies (8 ½" x 11") | $ .15 / copy |
| Bond Plots | $ 0.75 / Sq Ft |
| Color Plots | $ 2.00 / Sq Ft |
| Mylar Plots | $ 2.50 / Sq Ft |

# HIDALGO COUNTY PRECINCT #2
# COMMISSIONER
# HECTOR "TITO" PALACIOS

## FACSIMILE TRANSMITTAL SHEET

| | |
|---|---|
| TO:<br>**ROCIO VILLARREAL** | FROM:<br>**CARLOS CONTRERAS,SPECIAL PROGRAM COORDINATOR** |
| COMPANY:<br>**PURCHASING DEPT.** | DATE:<br>**5/8/2008** |
| FAX NUMBER:<br>**(956) 318-2629** | TOTAL NO. OF PAGES INCLUDING COVER:<br>**8 PAGES** |
| PHONE NUMBER: | SENDER'S PHONE NUMBER:<br>**(956) 787-1891** |
| RE: SOUTH TOWER ROAD "MULTI PURPOSE FACILITY & PARK" | YOUR FAX NUMBER:<br>**(956) 787-4683** |

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

**NOTES/COMMENTS:**

THANK YOU

301 EAST STATE AVE.

PHARR, TX 78577

**AI-9220** **18.D.1.**

# Work Authorization No. 3-Javier Hinojosa Engineering
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Rocio Villarreal, PURCHASING DEPT.
**Submitted For:** Rocio Villarreal
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Prct. 3

## Information

**CAPTION**

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 3 (with a estimated cost of $5,500.00) for "Preparation of an overall map of the Wood Development No. 2 (Perezville)" with Javier Hinojosa Engineering, to provide engineer services to Hidalgo County Precinct No. 3.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1203-431-00-123-005-0-734
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Avail. Bal. $172,700.00 as of 05/08/08.

## Attachments

Link: WA 3

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 08:18 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 09:23 AM | APRV |
| 3 | Erika Reyna | Erika Reyna | 05/08/2008 04:13 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |
| Form Started By: Rocio Villarreal | | | Started On: 05/07/2008 04:04 PM | |
| Final Approval Date: 05/09/2008 | | | | |

# HIDALGO COUNTY

## Professional Engineering Services
## Contract # C-08-112-03-25
## Work Authorization Form

# WORK AUTHORIZATION NO. 3

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN**, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of an overall map of the Wood Development No. 2 (Perezville) as required by the Precinct for their use in paving the streets within this development.**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **$5,500.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 3 shall be funded through funding source:
Account No 8-L203-431-00-L23-0050-134
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. #3.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

BY:_____

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of_____, 2008.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D Salinas III, County Judge
or Presiding Officer

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

05/06/2008 08:51 9562057009 PRECINCT 3 PAGE 03/03

**AI-9245** **18.D.2.**

# Requesting for Payment Invoice No. 425551/08/XV
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Rocio Villarreal, PURCHASING DEPT.
**Submitted For:** Rocio Villarreal
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Prct. 3

## Information

**CAPTION**

Presentation for discussion, consideration, acceptance, and approval of Request for Payment of Invoice No. 425551/08/XV in the amount of $10,000.00, from Dannenbaum Environmental Corp., contracted engineer for the development of an Hidalgo County Landfill Project.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1334-432-00-123-022-0-334
**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n

**BUDGETARY IMPACT:**

PO 603109 available balance as of 05/08/08 $ 10,000.00.

## Attachments

Link: Invoice

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 10:57 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 01:59 PM | APRV |
| 3 | Erika Reyna | Erika Reyna | 05/08/2008 04:49 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |
| Form Started By: Rocio Villarreal | | | Started On: 05/07/2008 05:06 PM | |
| Final Approval Date: 05/09/2008 | | | | |

DANNENBAUM ENVIRONMENTAL CORPORATION
3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 620-9570

April 30, 2008

Mr. Joe M. Flores, Commissioner
Hidalgo County Precinct 3
724 North Breyfogle
Mission, Texas 78574

***RE: Hidalgo County Landfill Project: Work Authorization No. 1 to the Main Contract for the Continuation of the Hidalgo County Landfill Project – Assistance to the Legal Team to Obtain Approval of Eyhorn Subdivisions No. 1 and No. 2 from the Texas Railroad Commission – SA#1, SA#2 and SA #3 to WA#1***

Dear Mr. Flores,

Enclosed is Dannenbaum Environmental Corporation's Invoice 425551/08/XV for Professional Services related to the Countywide Landfill Project within Precinct 3, Hidalgo County, Texas.

This invoice pertains to our continued engineering consulting services under Supplemental Agreement No. 3 to Work Authorization No. 1 to the Main Contract for the Continuation of the Hidalgo County Landfill Project – Assistance to the Legal Team to for the Final Approval of Eyhorn Subdivisions No. 1 and No. 2 from the Texas Railroad Commission. This includes additional services provided by Dannenbaum in the preparation exhibits and responses to questions for the Legal Team for the Railroad Commission Hearings.

As you know the Railroad Commission granted final approval of the Eyhorn subdivision applications at the April 8, 2008 meeting in Austin, Texas. Hence, our services are 100% complete thru Supplemental Agreement No. 3 under Work Authorization No. 1.

**The billing cycle is through April 30, 2008. Total due this invoice is $10,000.00.**

If you have any questions or comments, please call our office.

Thank you,

Louis H. Jones, P.E.
Principal

Attachments

05/06/2008 13:48 9562057009 PRECINCT 3 PAGE 02/03

HIDALGO COUNTY
MONTHLY PROGRESS PAYMENT INVOICE
FOR CONSULTING ENGINEER'S SERVICES

13186 7
603 209

**CONTINUATION OF THE COUNTYWIDE LANDFILL PROJECT - WORK AUTHORIZATION NO. 1 (PH 2F)**
**PHASE 2F: ASSISTANCE TO THE LEGAL TEAM TO OBTAIN APPROVAL OF EYHORN SUBDIVISIONS NO. 1 AND NO. 2 FROM THE TEXAS RAILROAD COMMISSION**
**CONTRACT NO. C-06-215-05-23**

DANNENBAUM ENVIRONMENTAL CORPORATION
DATE: APRIL 30, 2008
DEC PROJ. NO.: 425551
PURCHASE ORDERS # 570305 & # 576042

INVOICE NO: 425551/08/XV
INVOICE PERIOD THRU APRIL 30, 2008

| DEC TASK | DESCRIPTION OF WORK TASK | TYPE OF SERVICE | COST PER TASK | PERCENT COMPLETE TO DATE | AMOUNT EARNED TO DATE | PREVIOUSLY BILLED | CURRENT BILLING |
|---|---|---|---|---|---|---|---|
| | **WORK AUTHORIZATION NO. 1** | | | | | | |
| 100 | Preparation of Response to Interrogatives | SPECIAL | $8,648.84 | 100.00% | $8,648.84 | $8,648.84 | $0.00 |
| 200 | Research and Copies - Motion for Discovery | SPECIAL | $6,295.36 | 100.00% | $6,295.36 | $6,295.36 | $0.00 |
| 300 | Testimonials at Hearings | SPECIAL | $9,440.00 | 100.00% | $9,440.00 | $9,440.00 | $0.00 |
| 400 | Staff Depositions | SPECIAL | $4,550.00 | 100.00% | $4,550.00 | $4,550.00 | $0.00 |
| 500 | Other Direct Costs | SPECIAL | $4,477.50 | 100.00% | $4,477.50 | $4,477.50 | $0.00 |
| 600 | Supplemental Agreement No. 1 - Additional Services pertaining to Legal Assistance - Railroad Commission Hearing, Austin, TX | SPECIAL | $16,473.26 | 100.00% | $16,473.26 | $16,473.26 | $0.00 |
| | Hollis Rutledge & Associates, Inc. - Supp. Agmt No. 1 | SPECIAL | $5,000.00 | 100.00% | $5,000.00 | $5,000.00 | $0.00 |
| 700 | Supplemental Agreement No. 2 - Additional Services pertaining to Legal Assistance - Obtain approval from the Railroad Comm. | SPECIAL | $10,000.00 | 100.00% | $10,000.00 | $10,000.00 | $0.00 |
| 800 | Supplemental Agreement No. 3 - Additional Services pertaining to Legal Assistance - Obtain FINAL APPROVAL from the Railroad Comm. | SPECIAL | $10,000.00 | 100.00% | $10,000.00 | $0.00 | $10,000.00 |
| | **SUBTOTALS** | | $74,884.96 | 100.00% | $74,884.96 | $64,884.96 | $10,000.00 |
| | **TOTAL FEE** | | | | | | **$10,000.00** |

**INVOICE RECEIVED BY:**
TBV on 5/5/08
**GOODS/SERVICES RECEIVED BY:**
Comm Tribus on 4/30/08
8-1334-432.00-123-022-6334

05/05/2008 13:48 9562650009 PHELING 3 PAGE 03/03

**AI-9242** **18.D.3.**

# Work Authorization No. 2 L & G Engineering
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Rocio Villarreal, PURCHASING DEPT.
**Submitted For:** Rocio Villarreal
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Prct. 3

## Information

**CAPTION**

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 2 (with an estimated cost of $5,682.10) for "Geotechnical & Construction Materials Testing Services for 8 1/2 Mile Road-from Los Ebanos Rd. to Trosper Rd." with L&G Engineering Laboratory in connection with engineering related services required by Hidalgo County Precinct No. 3.

**BACKGROUND**

## Fiscal Impact

**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 05/08/08 $ 247,610.20.

## Attachments

Link: WA 2

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 10:56 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 01:33 PM | APRV |
| 3 | Erika Reyna | Erika Reyna | 05/08/2008 04:30 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Rocio Villarreal Started On: 05/07/2008 05:01 PM

Final Approval Date: 05/09/2008

# HIDALGO COUNTY

## Professional Engineering Services
## Contract # C-08-127-04-22
## Work Authorization Form

# WORK AUTHORIZATION NO. 02

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC. professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide Geotechnical & Construction Materials Testing Services for Hidalgo County Pct. 3 –8 ½ Mile Road (from Los Ebanos Rd. to Trosper Rd).

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is $5,682.10. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 02 shall be funded through funding source:
Account No. 9-1203-431-00-122-005-0-131
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**



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**PART 5. PERIOD OF SERVICE**
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 02.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY:_____

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By: Jacinto Garza

THE OWNER:
HIDALGO COUNTY

By: Juan D. Salinas III, County Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Project Cost Proposal



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## ATTACHMENT "A"
## Scope of Services (Owner)

***PROJECT:*** ***8 ½ Mile Road*** **Project in Hidalgo County Precinct No. Three (3)**

***SERVICES TO BE PROVIDED BY OWNER***

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **8 ½ Mile Road (Los Ebanos to Trosper Road) Project**.



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**ATTACHMENT "B"**
**Scope of Services (Engineer)**

***PROJECT:*** **8 ½ Mile Road (Los Ebanos to Trosper Road) Project in Hidalgo County Precinct No. Three (3)**

***GENERAL SCOPE OF WORK***

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

***Construction Materials Testing Services***

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **8 ½ Mile Rd. Project in Hidalgo County Precinct No. Three (3).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.



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- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

**Engineering Services**

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

**Scheduling of Services**

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.



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**ATTACHMENT "C"**
**Work Schedule**

*PROJECT*: **8 ½ Mile Road Project in Hidalgo County Precinct No. Three (3)**

*Work Schedule*

**L&G Engineering Laboratory** will provide **Hidalgo County Pct. # 3** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-08-127-04-22.**



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**ATTACHMENT "D"**
**Cost Proposal**

***PROJECT:*** **8 ½ Mile Road (Los Ebanos to Trosper Road) Project in Hidalgo County Precinct No. Three (3).**

**(See Attached)**



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# Attachment I
## 8 1/2 Mile from Los Ebanos to Trosper Road(appro. 5280 LF)
## Prepared For Hidalgo County Pct. No. 3

| Roadway Subgrade Materials Testing - Laboratory | | | | |
|---|---|---|---|---|
| Tech Time | 3 | Hrs. | $41.80 | $125.40 |
| Trip Charge | 25 | Mi. | $0.46 | $11.50 |
| Atterberg | 1 | Ea. | $69.65 | $69.65 |
| Moisture-Density Determ | 1 | Ea. | $179.95 | $179.95 |
| Reports | 2 | Ea. | $20.60 | $41.20 |
| Eng. Spec. | 1 | Hrs. | $104.50 | $104.50 |
| Engineer | 1 | Hrs. | $139.40 | $139.40 |
| | | | Sub. | $671.60 |

| Roadway Subgrade Field Density Testing | | | | |
|---|---|---|---|---|
| Tech Time | 12 | Hrs. | $40.55 | $486.60 |
| Trip Charge | 100 | Mi | $0.46 | $46.00 |
| Comp. Test | 15 | Ea. | $13.55 | $203.25 |
| Reports | 5 | Ea. | $20.00 | $100.00 |
| Eng. Spec. | 2 | Hrs. | $101.35 | $202.70 |
| Engineer | 2 | Hrs. | $135.20 | $270.40 |
| | | | Sub. | $1,307.95 |

| Roadway Base Materials Testing - Laboratory | | | | |
|---|---|---|---|---|
| Tech Time | 3 | Hrs. | $41.80 | $125.40 |
| Trip Charge | 25 | Mi. | $0.46 | $11.50 |
| Sieve Analysis | 1 | Ea. | $52.20 | $52.20 |
| Texas Wet Ball Mill | 1 | Ea. | $203.25 | $203.25 |
| Atterberg | 1 | Ea. | $69.65 | $69.65 |
| Moisture-Density Determ | 1 | Ea. | $179.95 | $179.95 |
| Reports | 2 | Ea. | $20.60 | $41.20 |
| Eng. Spec. | 1 | Hrs. | $104.50 | $104.50 |
| Engineer | 1 | Hrs. | $139.40 | $139.40 |
| | | | Sub. | $927.05 |

| Base Material Field Density Testing | | | | |
|---|---|---|---|---|
| Tech Time | 12 | Hrs. | $40.55 | $486.60 |
| Trip Charge | 100 | Mi | $0.46 | $46.00 |
| Comp. Test | 15 | Ea. | $13.55 | $203.25 |
| Reports | 5 | Ea. | $20.00 | $100.00 |
| Eng. Spec. | 2 | Hrs. | $101.36 | $202.70 |
| Engineer | 2 | Hrs. | $135.20 | $270.40 |
| | | | Sub. | $1,307.95 |

| Asphalt Testing-Field and Laboratory | | | | |
|---|---|---|---|---|
| Tech Time | 6 | Hrs. | $53.40 | $320.40 |
| Trip Charge | 75 | Mi | $0.46 | $34.50 |
| Rolling Patterns | 2 | Ea. | $34.85 | $69.70 |
| Laboratory Molded (ga) | 1 | Pr. | $91.90 | $91.90 |
| %AC-Grad | 1 | Ea. | $203.25 | $203.25 |
| Rice Gravity (gr) | 1 | Ea. | $101.30 | $101.30 |
| Reports | 3 | Ea. | $18.00 | $54.00 |
| Asphalt Thickness | 6 | Ea. | $58.10 | $348.60 |
| Eng. Spec. | 1 | Hrs. | $104.50 | $104.50 |
| Engineer | 1 | Hrs. | $139.40 | $139.40 |
| | | | Sub. | $1,467.55 |

**Total Estimated Material Testing Fees $5,682.10**

Attach D Cost Est. Iowa Rd..xls



05/06/2008 14:13 9562057009 PRECINCT 3 PAGE 09/09

**AI-9238** **18.D.4.**

# Request for Payment Invoice No. 3 from AGADC
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Rocio Villarreal, PURCHASING DEPT.
**Submitted For:** Rocio Villarreal
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Prct. 3

## Information

**CAPTION**

Presentation for discussion, consideration, acceptance, and approval of Payment No. 3 in the amount of $7,840.00, from Alcocer Garcia Associates Design Consulting, contracted architect for, "Meeting Hall/Pavilion for Precinct No. 3."

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1302-431-00-123-068-0-720
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO 594477 Available balance as of 05/08/08 $ 34,527.50.

## Attachments

Link: Invoice

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 10:53 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 01:22 PM | APRV |
| 3 | Erika Reyna | Erika Reyna | 05/08/2008 04:25 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Rocio Villarreal Started On: 05/07/2008 04:47 PM

Final Approval Date: 05/09/2008

121451
594477

# AGADC

ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
1333 E. Jasmine Ave. McAllen, TX 78501 Pho: 956.618-2007 FAX 956.618-2008

**INVOICE FOR SERVICES:**

CONTRACT NO.: C-07-

INVOICE NO. : **Three**

P.O. No.: 594477

DATE: April 30, 2008

A/E Contract Date: 10-09-07

PROJECT: Precinct 3 Meeting Hall / Pavilion

TO: OFFICE OF THE COUNTY JUDGE
c/o Hidalgo County Purchasing Department
2802 S. Bus. Hwy 281
Edinburg, Tx 78539

Estimated A/E fee = 7.5% of $ 837,000.00 = $ 62,775.00

Present Fee breakdown:

| | |
|---|---|
| Schematic Design Phase (10%)..... | $ 6,277.00 (pd) |
| Design Development Phase (10%)..... | 6,277.00 (pd) |
| **Construction Documents Phase (50%)....** | **31,387.00** ($ 15,693.00 pd) |
| Bidding Phase. (5%)..... | 3,139.00 |
| Construction Phase (25%)..... | 15,695.00 |
| Total..... ..... | $ 62,775.00 |

This Invoice for:
Partial on Construction Documents Phase ..$ 7,840.00

Please remit payment to:
Alcócer Garcia Associates Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501

Thank you,
AGADC

George A. Garcia
Project Architect

*APPROVED:*

By _____

County Commissioner,
Precinct No. 3

Date: _____

5/5/08

5/6/08

C - 1502 - 491-02-123-468-11-720

12/951
5944 12

# AGADC

ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
1333 E. Jasmine Ave. McAllen, TX 78501 Pho: 956.618-2007 FAX 956.618-2008

**INVOICE FOR SERVICES**:

CONTRACT NO.: C-07-

INVOICE NO. : **Three**

P.O. No.: 594477

DATE: April 30, 2008

A/E Contract Date: 10-09-07

PROJECT: Precinct 3 Meeting Hall / Pavilion

TO: OFFICE OF THE COUNTY JUDGE
c/o Hidalgo County Purchasing Department
2802 S. Bus. Hwy 281
Edinburg, Tx 78539

Estimated A/E fee = 7.5% of $ 837,000.00 = $ 62,775.00

Present Fee breakdown:

| | |
|---|---|
| Schematic Design Phase (10%)..... | $ 6,277.00 (pd) |
| Design Development Phase (10%)..... | 6,277.00 (pd) |
| **Construction Documents Phase (50%)....** | **31,387.00** ($ 15,693.00 pd) |
| Bidding Phase. (5%)..... | 3,139.00 |
| Construction Phase (25%)..... | 15,695.00 |
| Total..... ..... | $ 62,775.00 |

This Invoice for:
Partial on Construction Documents Phase ..$ 7,840.00

Please remit payment to:
Alcócer Garcia Associates Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501

Thank you,
AGADC

*APPROVED:*

By _____

County Commissioner,
Precinct No. 3

George A. Garcia
Project Architect

Date: _____

5/6/08

f - 1302-431-BR-123-068-0120

**AI-9232** **18.D.5.**

# Requesting for payment Invoice# 11322593 from L&G Engineering
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Rocio Villarreal, PURCHASING DEPT.
**Submitted For:** Rocio Villarreal
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Prct. 3

## Information

**CAPTION**

Presentation for discussion, consideration, acceptance, and approval of Invoice # 11322593 in the amount of $123,780.00, from L & G Engineering Consulting Engineers Inc., contracted engineer for "La Homa Rd Project."

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1336-431-00-123-045-0-731
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO 600650 available balance $ 811,850.00 as of 05/08/08.

## Attachments

Link: Invoice

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 10:46 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 01:10 PM | APRV |
| 3 | Erika Reyna | Erika Reyna | 05/08/2008 04:20 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Rocio Villarreal Started On: 05/07/2008 04:34 PM

Final Approval Date: 05/09/2008

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

**INVOICE #:** 11322593
**INVOICE DATE:** 04/30/08

12350
600650

**BILL TO:** 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

Contract# C-08-031-02-12
PO# 600650

**JOB:** 080301
La Homa

P.O. Box 607
Mission, TX 78572

| DESCRIPTION | CONTRACT | PREVIOUS APPLICATIONS | CURRENT COMPLETED | TOTAL COMPLETED | % COMPL | BALANCE TO FINISH |
|---|---|---|---|---|---|---|
| Engineering services for the month of April 2008. | | | | | | |
| 11006-Dsgn Schematic | 157,500.00 | 23,625.00 | 15,750.00 | 39,375.00 | 25.0 | 118,125.00 |
| 12002-EA Reports | 55,000.00 | 2,200.00 | | 2,200.00 | 4.0 | 52,800.00 |
| 12005-Public Involvmt | 25,000.00 | 1,000.00 | | 1,000.00 | 4.0 | 24,000.00 |
| 12020-EA, Report/Sub | 20,000.00 | | | | 0.0 | 20,000.00 |
| 13001-Prelim ROW | 10,000.00 | 1,500.00 | 7,500.00 | 9,000.00 | 90.0 | 1,000.00 |
| 13010-Prelim ROW/Sub | 10,000.00 | | 9,000.00 | 9,000.00 | 90.0 | 1,000.00 |
| 15001-Design Srvy | 26,000.00 | | 23,400.00 | 23,400.00 | 90.0 | 2,600.00 |
| 15010-Desgn Srvy/Sub | 40,000.00 | | 36,000.00 | 36,000.00 | 90.0 | 4,000.00 |
| 16001-Rdwy Design | 283,500.00 | 28,350.00 | 14,175.00 | 42,525.00 | 15.0 | 240,975.00 |
| 16101-Drainage | 126,000.00 | 12,600.00 | 6,300.00 | 18,900.00 | 15.0 | 107,100.00 |
| 16207-Sgn,Pvmt Markg | 24,200.00 | | | | 0.0 | 24,200.00 |
| 16250-Iso Signal/Sub | 30,000.00 | | | | 0.0 | 30,000.00 |
| 16260-Sign Warr/Sub | 5,800.00 | | | | 0.0 | 5,800.00 |
| 16302-Traf Cntrl Pln | 75,600.00 | | | | 0.0 | 75,600.00 |
| 16304-Irrigation | 31,500.00 | 1,260.00 | | 1,260.00 | 4.0 | 30,240.00 |
| 16306-Qty Specs | 18,900.00 | 945.00 | | 945.00 | 5.0 | 17,955.00 |
| 16307-Utilities | 63,000.00 | 2,520.00 | 10,080.00 | 12,600.00 | 20.0 | 50,400.00 |
| 16400-Contract Mgmt | 31,500.00 | 3,150.00 | 1,575.00 | 4,725.00 | 15.0 | 26,775.00 |
| TOTALS: | 1,033,500.00 | 77,150.00 | 123,780.00 | 200,930.00 | 19.4 | 832,570.00 |

| | | |
|---|---|---|
| ORIGINAL CONTRACT SUM | $ | 1,033,500.00 |
| CHANGE BY CHANGE ORDER | $ | 0.00 |
| CONTRACT SUM TO DATE | $ | 1,033,500.00 |
| TOTAL COMPLETED TO DATE | $ | 200,930.00 |
| LESS PREVIOUS INVOICES | $ | 77,150.00 |
| CURRENT PAYMENT DUE | $ | 123,780.00 |

PROJECT MANAGER'S SIGNATURE

5/1/08

4/29/08

L&G Engineering
Transportation Consultants

May 1, 2008

Hon. Joe Flores
Hidalgo County Commissioner, Pct. #3
724 N. Breyfogle
Mission, Texas 78572

**Re: La Homa Road Progress Report**

Dear Commissioner Flores

Attached for your approval is our invoice for the month of April 2008. The following is attached:
- L & G's Invoice (and sub consultant invoice, if applicable)
- Attachment C "Work Schedule"

This project consists of schematic design, surveying, plans specifications and estimates, environmental document, right-of-way mapping and design surveys.

| | | % Complete |
|---|---|---|
| **FC 110 – SCHEMATIC DESIGN** | | |
| Schematics for 80', and 100' of ROW were prepared and presented to the Commissioner and TxDOT. L&G was directed to pursue 100' option with a "best fit" centerline. We have developed a best fit alignment and have determined the number of parcels and relocations that would be impacted. This information was forwarded to TxDOT for their official approval of the alignment. Should receive a response from TxDOT this week. | L&G | 25% |
| **FC 120 – EA REPORTS** | | |
| We have initiated the preliminary work by setting up contracts with sub-consultants and identifying on the digital imagery the preliminary constraints in an effort to clarify the best fit alignment by the engineers. | L&G | 4% |
| **FC 120 – PUBLIC INVOLVEMENT** | | |
| We have met with TxDOT and the County Commissioner, introduced the project and set up preliminary schedules to conduct the public meetings and clear the environmental report. | L&G | 4% |
| **FC 120 – ARCHEOLOGICAL SURVEYS** | | |
| Work has been initiated but will not invoice this month. | | 0% |
| **FC 130 – PRELIMINARY ROW MAP** | | |
| Our office has identified the preliminary ownership data from the Appraisal District's information. Existing lot corners, ROW maps, subdivision plats have been located and plotted. Calculation of proper alignment is ongoing. | L&G<br>RODS | 90%<br>90% |
| **FC 150 – DESIGN SURVEYS** | | |
| Control points (BM's) completed and field collection of 22,300 linear feet of topographic data is complete. The 2D model and DTM is almost complete and will be submitted in early May. | L&G<br>RODS | 90%<br>90% |
| **FC 160 – ROADWAY DESIGN** | | |
| Our office has developed the preliminary profiles based on lidar information and are preparing intersection layouts for County's approval. | L&G | 15% |
| **FC 161 – DRAINAGE** | | |
| Our office has prepared hydrologic map which was presented to TxDOT. This map was used to identify one outfall within the project limits. We are delineating the drainage area for the culvert crossing and for the project storm drain system. | L&G | 15% |
| **FC 162 – SIGNING, PAVEMENT MARKING** | | |
| Work has been initiated but will not invoice this month. | L&G | 0% |
| **FC 162 – ISOLATED SIGNAL** | | |
| Work has been initiated but will not invoice this month. | L&G | 0% |
| **FC 162 – SIGNAL WARRANT** | | |
| Work has been initiated but will not invoice this month. | L&G | 0% |

2100 W. Expressway 83 • Mercedes, TX 78570 • (956) 565-9813 • Office Fax: (956) 565-9018 • ROW Dept. Fax: (956) 565-9953

| | | |
|---|---|---|
| **FC 163 – TRAFFIC CONTROL PLAN** | | |
| Work has been initiated but will not invoice this month. | **L&G** | **0%** |
| **FC 163 – IRRIGATION** | | |
| Our office has drawn, on the preliminary schematic, the existing irrigation lines and will continue to coordinate with the irrigation district as plans are finalized. | **L&G** | **4%** |
| **FC 163 – QUANTITY AND SPECS** | | |
| L&G has developed project fact sheet, identified and itemized the preliminary cost estimates for the subject project. | **L&G** | **5%** |
| **FC 163 – UTILITIES** | | |
| An initial site survey was conducted. Major compensable utilities have been identified and estimated adjustment costs were included in the project Matrix submitted to TxDOT. Initial letters have been sent to all utilities found within the project limits. We are scheduling follow-up meetings with all utilities that are not clear. | **L&G** | **20%** |
| **FC 164 – CONTRACT MANAGEMENT** | | |
| We are coordinating with subconsultant to perform a signal warrant study for the Mile 2 intersection and coordinating/meeting with County Commissioner and TxDOT as needed. | **L&G** | **15%** |

If you have any questions or require additional information, please advice.

Sincerely,

Armando J. Sandoval, P.E.
Project Manager

**AI-9236** **18.E.1.**

# Request for Payment Application No. 2 for CRC Design
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Rocio Villarreal, PURCHASING DEPT.
**Submitted For:** Rocio Villarreal
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Prct. 4

## Information

**CAPTION**

Approval of Request for Payment Application No. 2 in the amount of $152,475.00, from CRC Design Consultant, awarded contractor for the, "Construction of New Office for Precinct No. 4," and as certified for payment by project architect, VA Architecture; C-07-033C-07-24

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 7-1301-419-40-124-034-0-720
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO# 592783 available balance as of 5/9/08 $173,500. Funding available in account as of 5/9/08.

## Attachments

Link: Payment Application

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 10:52 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 01:19 PM | APRV |
| 3 | Manuel Chapa | Manuel Chapa | 05/09/2008 10:07 AM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Rocio Villarreal Started On: 05/07/2008 04:45 PM

Final Approval Date: 05/09/2008

p.2
9566867916
May 07 2008 12:00PM VA Architecture

# AIA® Document G702™ – 1992

## *Application and Certificate for Payment*

| | | | | | |
|---|---|---|---|---|---|
| **TO OWNER:** | Hidalgo County<br>100 E. Cano, Edinburg, Texas 78539 | **PROJECT:** | Construction of New Offices for Hidalgo County Pct. 4<br>Edinburg, Texas | **APPLICATION NO:** 002<br>**PERIOD TO:** February 20, 2008<br>**CONTRACT FOR:** General Construction<br>**CONTRACT DATE:** August 15, 2007<br>**PROJECT NOS:** 07-1002 / / Contract No. C-07-033C-09-25; PO # 592783 | **Distribution to:**<br>OWNER: ☒<br>ARCHITECT: ☒<br>CONTRACTOR: ☒<br>FIELD: ☐<br>OTHER: ☐ |
| **FROM CONTRACTOR:** | Carlo R. Cantú dba CRC Design Consultants<br>2016 S. 45th Street<br>McAllen, Texas 7850 | **VIA ARCHITECT:** | Reynaldo Vargas, Architect, Inc. dba V-A Architecture<br>2029 Industrial Drive, McAllen, Texas 78504 | | |

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

| | | |
|---|---|---|
| 1. ORIGINAL CONTRACT SUM | | $ 687,000.00 |
| 2. Net change by Change Orders | | $ -43,700.00 |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | | $ 643,300.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | | $ 630,300.00 |
| 5. RETAINAGE: | | |
| a. 5 % of Completed Work (Column D + E on G703) | $ 31,515.00 | |
| b. 5 % of Stored Material (Column F on G703) | $ 0.00 | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | | $ 31,515.00 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | | $ 598,785.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | | $ 446,310.00 |
| 8. CURRENT PAYMENT DUE | | $ 152,475.00 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | $ 44,515.00 | |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | $ 0.00 | $ -43,700.00 |
| Total approved this Month | $ 0.00 | $ 0.00 |
| TOTALS | $ 0.00 | $ -43,700.00 |
| NET CHANGES by Change Order | $ | -43,700.00 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

By: _____ Date: 4-15-08

State of: Texas

County of: Hidalgo

Subscribed and sworn to before me this 15 day of April 2008

Notary Public: Esther Lerma

My Commission expires: 9-21-08

ESTHER LERMA
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-21-2008

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... $ 152,475.00

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

**ARCHITECT:**

By: _____ Date: April 2, 2008

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

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(2439566238)
User Notes:

9566867916

May 07 2008 12:00PM VA Architecture

# AIA® Document G703™ – 1992

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

**APPLICATION NO:** 002
**APPLICATION DATE:** 02/20/2008
**PERIOD TO:** 02/20/2008
**ARCHITECT'S PROJECT NO:** 07-1002

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION (D + E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| 1 | Insurance & Permits | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 20,000.00 | 100.00 % | 0.00 | 1,000.00 |
| 2 | Building Pad | 28,000.00 | 28,000.00 | 0.00 | 0.00 | 28,000.00 | 100.00 % | 0.00 | 1,400.00 |
| 3 | Doors & Hardware | 32,000.00 | 5,000.00 | 27,000.00 | 0.00 | 32,000.00 | 100.00 % | 0.00 | 1,600.00 |
| 4 | Windows | 11,500.00 | 0.00 | 11,500.00 | 0.00 | 11,500.00 | 100.00 % | 0.00 | 575.00 |
| 4.1 CO#1, Item #8 | Aluminum Window modification | -500.00 | -250.00 | -250.00 | 0.00 | -500.00 | 100.00 % | 0.00 | -25.00 |
| 5 | Masonry | 95,000.00 | 93,000.00 | 2,000.00 | 0.00 | 95,000.00 | 100.00 % | 0.00 | 4,750.00 |
| 5.1 CO#1, Item #2 | Provide CMU stucco in lieu of glazed CMU @ entrance | -15,000.00 | -7,500.00 | -7,500.00 | 0.00 | -15,000.00 | 100.00 % | 0.00 | -750.00 |
| 6 | Ceramic Tile & Flooring | 24,000.00 | 0.00 | 24,000.00 | 0.00 | 24,000.00 | 100.00 % | 0.00 | 1,200.00 |
| 6.1 CO#1, Item #4 | Floor Tile Modification to owner selected | -3,000.00 | -1,500.00 | -1,500.00 | 0.00 | -3,000.00 | 100.00 % | 0.00 | -150.00 |
| 6.2 CO#1, item #7 | Restroom floor & wall tile to owner selected | -1,500.00 | -750.00 | -750.00 | 0.00 | -1,500.00 | 100.00 % | 0.00 | -75.00 |
| 7 | Millwork | 15,000.00 | 0.00 | 15,000.00 | 0.00 | 15,000.00 | 100.00 % | 0.00 | 750.00 |
| 7.1 CO#1, Items #9-11 | Delete: shelving @east wall, door & cabinet hardware @upper shelves (Rm.117); and shelving unit @Rm.119 | -1,524.00 | -762.00 | -762.00 | 0.00 | -1,524.00 | 100.00 % | 0.00 | -76.20 |
| 8 | Steel Reinforcing | 14,800.00 | 14,800.00 | 0.00 | 0.00 | 14,800.00 | 100.00 % | 0.00 | 740.00 |
| 9 | Plumbing | 45,000.00 | 30,000.00 | 15,000.00 | 0.00 | 45,000.00 | 100.00 % | 0.00 | 2,250.00 |
| 9.1 CO#1, Item #5 | Change specified drinking fountains | -1,600.00 | -800.00 | -800.00 | 0.00 | -1,600.00 | 100.00 % | 0.00 | -80.00 |
| 10 | Mechanical | 84,500.00 | 0.00 | 84,500.00 | 0.00 | 84,500.00 | 100.00 % | 0.00 | 4,225.00 |
| 11 | Electrical | 68,350.00 | 10,000.00 | 58,350.00 | 0.00 | 68,350.00 | 100.00 % | 0.00 | 3,417.50 |
| 12 | Concrete Works | 35,000.00 | 35,000.00 | 0.00 | 0.00 | 35,000.00 | 100.00 % | 0.00 | 1,750.00 |

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User Notes:

9566867916

May 07 2008 12:00PM VA Architecture

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 12.1 CO#1, Item #9 | Delete sidewalks around building except @ entrance | -2,576.00 | -1,288.00 | -1,288.00 | | -2,576.00 | 100.00 % | 0.00 | -128.80 |
| 13 | Painting | 16,000.00 | 6,500.00 | 9,500.00 | 0.00 | 16,000.00 | 100.00 % | 0.00 | 800.00 |
| 14 | Metal Studs, Suspended Ceiling | 29,000.00 | 13,000.00 | 16,000.00 | 0.00 | 29,000.00 | 100.00 % | 0.00 | 1,450.00 |
| 15 | Structural Steel | 75,000.00 | 73,500.00 | 1,500.00 | 0.00 | 75,000.00 | 100.00 % | 0.00 | 3,750.00 |
| 15.1 CO#1, Item #3 | Install galvalume room finish in lieu of color | -3,500.00 | -1,750.00 | -1,750.00 | | -3,500.00 | 100.00 % | 0.00 | -175.00 |
| 16 | Landscaping | 12,000.00 | 0.00 | 12,000.00 | 0.00 | 12,000.00 | 100.00 % | 0.00 | 600.00 |
| 16.1 CO#1, Item #1 | CO#1, Item #1: Delete landscaping | -12,000.00 | -6,000.00 | -6,000.00 | 0.00 | -12,000.00 | 100.00 % | 0.00 | -600.00 |
| 17 | Projection Screen | 2,500.00 | 0.00 | 2,500.00 | 0.00 | 2,500.00 | 100.00 % | 0.00 | 125.00 |
| 17.1 CO#, Item #6 | Delete Projection Screens | -2,500.00 | -1,250.00 | -1,250.00 | 0.00 | -2,500.00 | 100.00 % | 0.00 | -125.00 |
| 18 | Allowances | 23,000.00 | 0.00 | 10,000.00 | 0.00 | 10,000.00 | 43.48 % | 13,000.00 | 500.00 |
| 19 | CRC Design Consultants | 56,350.00 | 46,350.00 | 10,000.00 | 0.00 | 56,350.00 | 100.00 % | 0.00 | 2,817.50 |
| 20 | Change Order #1: $43,700.00 (Total) | Amounts listed individually above | Amounts listed individually above | Amounts listed individually above | Amounts listed individually above | Amounts listed individually above | | Amounts listed individually above | Amounts listed individually above |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 % | 0.00 | 0.00 |
| | GRAND TOTAL | $ 643,300.00 | $ 353,300.00 | $ 277,000.00 | $ 0.00 | $ 630,300.00 | 97.98 % | $ 13,000.00 | $ 31,515.00 |

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User Notes:

# V·A Architecture

## FAX TRANSMISSION COVER SHEET

| | | | |
|---|---|---|---|
| **DATE:** | May 7, 2008 | **TIME:** | 12:02 pm |
| **TO:** | Rocío Villarreal | **FAX #:** | 318-2629 |
| | | **FROM:** | Sonia |
| **FIRM:** | Hidalgo County Purchasing Dept. | **V·A JOB #:** | 07-1002 |
| **PROJECT:** | Construction of New Offices for Hidalgo County Pct. 4<br>Edinburg, Texas | | |

**REMARKS:**

Please place the attached Application for Payment #2 from CRC Design Consultants on the Agenda for Commissioner's Court next week.

**TOTAL # OF PAGES (INCLUDING THIS COVER SHEET):** 4

PLEASE CONFIRM RECEIPT OF THIS FAX BY CALLING (956) 631-2242 AS SOON AS POSSIBLE.

**IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL IMMEDIATELY.**

**FAX OPERATOR:** Sonia

Cc:

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242
(956) 686-7916 Fax

**AI-9178** **18.F.1.**

# Onsite Technical Support
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Matilde Faz, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** IT Department

## Information

### CAPTION

Requesting authority to purchase computer software (onsite technical support) through our membership/participation with (DIR) Department of Information Resource with Calence LLC DIR-SDD-235 for the I. T. Department, requisition #131798 for the amount of $5,600.00 (8-1100-415-00-200-002-0-336)

### BACKGROUND

The technical support will be used for Countywide network.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-415-00-200-002-0-336
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance in requisition #131798, as of 5/09/2008 $5,600.00

## Attachments

Link: Onsite Technical Support

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 07:49 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 08:26 AM | APRV |
| 3 | Andres Castro | Andres Castro | 05/09/2008 02:47 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |
| Form Started By: Matilde Faz | | | Started On: 05/06/2008 03:12 PM | |
| Final Approval Date: 05/09/2008 | | | | |

# Requisition

Req # 00131798

PO #

Date: 05/02/08

regular
# 9178
5/13/08

**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# 050108HIDCO | | |
| | | DO NOT DUPLICATE ORDER | | |
| 1 | EACH | Onsite technical support | 5,600.00 | 5,600.00 |
| | | Account No | Encumbrance | |
| | | 8-1100-415-00-200-002-0-336 | 5,600.00 | |
| | | | Freight | .00 |
| | | | Total | 5,600.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

REQ: 131798 ✓
Purpose on site Support w/on hand

CALENCE™
Long live your network.™

Department of Information Resources

**Quote / Orderform** REQ. 131798

Quote to: Renan Ramirez
Hidalgo County

2712 N. McColl Rd.
McAllen, TX 78501
Order Phone: 956-451-8628
Order Fax 408-547-0327

Phone: (956) 318-2151 Fax: (956) 318-2152

DIR Agreement #: **DIR-SDD-235** PO#

Quote # 050108HIDCO

| Part Number | Description | List Price | Unit Cost | Qty | | Extended Cost |
|---|---|---|---|---|---|---|
| AV-NE | Onsite technical support | $ 9,000.00 | $ 5,600.00 | 1 | | 5,600.00 |

*Notes:* ***All quotes must be submitted with all purchase orders.***
*Prices good for 30 days from date quoted.*
*Returns must be made within 30 days of receipt of product.*
*Models and prices are subject to change without notice.*

TYPE: CISCO **TOTAL FOR THIS ORDER** **$5,600.00**

Quoted By: Date Quoted: **5/1/2008**

**Ship To:** **Go DIRect with Calence**

same as above

**Invoice To:**

same as above

Phone Fax Phone Fax

E-MAIL Address: renan@co.hidalgo.tx.us (Required for Verification of Receipt of Order)

Note: When using this QUOTE with Purchase Order please include PO#, Ship to, Invoice to and Contact phone numbers

**AI-9192** **18.G.1.**

## Computerized Radiology Machine BAFO & Contract
## CC REGULAR

| | | | |
|---|---|---|---|
| **Date:** | 05/13/2008 | | |
| **Submitted By:** | Yvette Islas, PURCHASING DEPT. | | |
| **Submitted For:** | Marty Salazar | | |
| **Department:** | PURCHASING DEPT. | | |
| **Agenda Area:** | Purchasing Department | **Purchasing only:** | Health & Human Services Dept. |

### Information

**CAPTION**

Presentation for discussion, consideration and approval of the final negotiated contract (which includes vendor's best and final offer) with IMS Durable Medical Equipement for a turnkey solution Computerized Radiology Machine for Hidalgo County Health Department - RFP 2008-043-02-27-ysi.

**BACKGROUND**

C-08-043-05-13

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1336-441-00-340-029-748

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

**BUDGETARY IMPACT:**

Available balance as of 5/9/08 $250,000.00

### Attachments

Link: BAFO

Link: Requirement Agreement

Link: Maintence Agreement

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | | 05/09/2008 05:13 PM | PEND |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 09:50 AM | APRV |
| 3 | Manuel Chapa | Manuel Chapa | 05/09/2008 08:08 AM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Yvette Islas Started On: 05/07/2008 11:39 AM

Final Approval Date: 05/09/2008

THE COUNTY OF HIDALGO TEXAS

PURCHASING DEPARTMENT
County Of Hidalgo

# MEMORANDUM
## (IMMEDIATE REVIEW AND RESPONSE REQUIRED)

| | | | |
|---|---|---|---|
| To: | Mr. Jim Carlson<br>IMS Medical Supply | Via Fax No.<br>Phone | (956) 287-9113<br>(956) 287-9111 |
| From: | Yvette Islas, Buyer<br>Hidalgo County Purchasing Department | | |
| Date: | April 17, 2008 | | |
| Re: | RFP: 2008-043-02-27-YSI "COMPUTERTIZED RADIOLOGY MACHINE – HEALTH DEPARTMENT " | | |

Pursuant to action taken by Commissioner's Court on Tuesday, April 01, 2008 on the above referenced Request for Proposals, "**Computerized Radiology Machine**" your company has been ranked number one (1) and approved to proceed with the negotiations process. As part of the negotiations process, we are requesting that you submit your Best and Final Offer (BAFO).

We request that you consider the rates you are proposing and submit your Best and Final Offer (BAFO) via facsimile (956)292-7612 or via e-mail to yvette.islas@co.hidalgo.tx.us by no later 3:00 p.m. on Monday, April 21, 2008.

Please sign below and return to acknowledge of receipt with commitment to submit by the deadline indicated.

Signed: _____

Print Name: JIM CARLSON

Thank you in advance for you prompt attention to this matter. Should you have any questions or require any additional information, please call me at (956) 318-2626 extension 4874.

**IMS Durable Medical Equipment**
**114 South 13th Street**
**Edinburg, Texas 78539**

Hidalgo County
Purchasing Department
Edinburg, Texas 78539
Attn: Yvette Islas

Dear Yvette,

As per our conversation in regards to the service contract, the county will receive one year parts and labor warranty which is standard with the system. We have added four additional years of labor warranty and preventative maintenance to the bid proposal. We added $1500.00 per year for four years. This will give the county a total of five years of labor warranty.

In regards to being able to lower our proposed bid price we are unable to make any changes. At the time of the bidding, we put our lowest prices down so we could turn in a competitive proposal.

Respectfully,

Jim Carlson

IMS Durable Medical Equipment
114 South 13th Street
Edinburg, Texas 78539

**Bid Proposal**
April 21, 2008

Hidalgo County Health Department
1304 South 25th Street
Edinburg, Texas 78539

**REP No: 08-043-02-27-YSI**

| | |
|---|---|
| **Alara Crystal View Computer Radiography w/IMS C-Cisa PACS** | |
| 2ea CR Plate Reader | $39,995.00/ea |
| 4ea 14 x 17 Cassette w/Plate Included with reader | |
| 2ea 10 x 12 Cassette w/Plate Included with reader | |
| Alara CR Operating Software Included with reader | |
| 2ea Alara Workstation Included with reader | |
| C-Cisa SA Software | $14,500.00 |
| C-Cisa PH II Software | $12,995.00 |
| C-Cisa Server Software | $14,500.00 |
| C-Cisa Dicom Software | $ 2,500.00 |
| ICLUDED w/ SA and Server Software | |
| Auto Archiving | |
| Modality Work List | |
| Integrated Voice Dictation | |
| Image Processing | |
| Patient Work List | |
| 2ea C-Cisa Workstation w/500 Gig Raid Hard Drive | $ 5,200.00/ea |
| 1ea Two Bank 2 Megapixal Diagnostic Viewer Monitor | $10,500.00 |
| 1ea 24" Ultra High Resolution Monitor | Included with Computer |
| One Year Parts & Labor Warranty | |
| 1-4 Hour Response Time by Phone or On-Site | |
| 5 Years Labor & Preventative Maintenance Program | $ 1,500.00/4Year |
| Install X-Ray Machine @ County Jail | $ 0.00 |
| INCLUDED w/install | |
| Apron rack, Full Apron, Half Apron, Pair of Lead Gloves, & Calipers | |
| Provide NCT (Non Certified Technician) Training | $ 0.00 |
| Installation & Training of CR & PACS Systems | $ 0.00 |

Hidalgo County is responsible for Internet Connection and any electrical power needed to operate the CR systems and X-Ray System.

**Total $151,385.00**

PURCHASING DEPARTMENT
County Of Hidalgo

# MEMORANDUM
## (THOROUGH REVIEW RECOMMENDED/ REQUIRED)

**TO:** Eduardo Olivarez, Chief Administrative Officer

**FROM:** Yvette S. Islas

**DATE:** April 22, 2008

**SUBJECT:** Hidalgo County Request for Proposals - No 2008-043-02-27
HIDALGO COUNTY HEALTH DEPARTMENT –
COMPUTERIZED RADIOLOGY SYSTEM

---

Please see attached Best and Final Offer (BAFO) submitted by Mr. Jim Carlson from IMS Durable Medical Equipement for the above mentioned project. Please sign below indicating acknowledgment and acceptance.

Please acknowledge receipt and acceptance of correspondence and BAFO by signing below and returning by fax to (956) 292-7612 or by e-mail to yvette.islas@co.hidalgo.tx.us by 4:00 pm, April 22, 2008.

Signature Eduardo Olivarez

Date 4/22/08

Thank you for your cooperation in this important matter. If you have any questions or require additional information contact Yvette S. Islas at (956) 292-7000, ext. 4874.

# REQUIREMENTS AGREEMENT
## C-08-043-05-13

**THIS AGREEMENT** (the "Agreement") is entered into effective as of **May 13, 2008** by and between **IMS Durable Medical Equipment,** a Corporation ("Seller") and **Hidalgo County** ("Buyer").

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

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Computerized Radiology System"** in the areas of Hidalgo County Health Department and agreed that the Products will meet the specifications set forth in Exhibit "A" hereto;

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

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

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement

shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

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

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

If to Buyer:
Hidalgo County
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:
IMS Durable Medical Equipment, Inc.
Attn: Jim Carlson, Vice President
114 South 13th Street
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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

any provision or paragraph hereof.

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** 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 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.

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

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

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

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

**APPROVED BY COMMISSIONERS COURT ON, May 13, 2008.**

**APPROVED AS TO FORM:**
Atlas & Hall, L.L.P

By_____

**HIDALGO COUNTY**

By:_____
**Juan D. Salinas, County Judge**

**ATTEST:**

_____
**Arturo Guajardo, Jr., County Clerk**

**COMPANY:**

**Hanes Geo Components**

By:_____
Printed Name:_____
Title:_____

# EXHIBIT "A"
# Requirements

# Request for Porposal

# EXHIBIT A
# REQUIREMENTS

# HIDALGO COUNTY
# REQUEST FOR PROPOSALS

## HEALTH DEPARTMENT
## "COMPUTERIZED RADIOLOGY SYSTEM"
## RFP NO: 08-043-02-27-YSI

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT**:
Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF BIDS:**
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services

from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**HAND DELIVERED PROPOSALS:**
Hidalgo County requires submitters, when hand delivering statements of qualifications, to make sure that it is stamped with date and time by the County Purchasing staff.

**SIGNING OF PROPOSALS:**
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:** The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**SERVICE & MAINTENANCE CONTRACT:**
This will be a turn key project, however it will include service and maintenance contract. The term of the contract will be for a period of five (5) years with the County's option to renew for an additional one (1) two (2) year term under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

## SECTION II: RFP REQUIREMENTS

**Request For Proposal:**
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

**Contents:**
The required contents for the RFP are presented below in the order they should be incorporated into

the submitted document.

**Understanding of the Project:**
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**Firm Qualifications:**
The County of Hidalgo is seeking to contract with a competent **"Computerized Radiology System"** vendor, qualified and that has experience in, but not limited to, the following areas:

- Must be qualified in systemizing and delivering turn key Computerized Radiology Systems.
- Must have experience relevant to Computerized Radiology Systems.
- Must have staffing adequate to devote and assign proper personnel to perform and render all the services requested for systemizing and delivering a turn key Computerized Radiology System.
- Overall understanding of the "Project" as detailed in scope of work/services.

**FOR ADDITIONAL SPECIFICATIONS AND REQUIREMENTS-PLEASE REFER TO "SCOPE OF SERVICES" SECTION**

Additionally, this section should include a description of the vendor's Computerized Radiology System Projects Personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

**Personnel and Staffing:**
The proposer should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**Required Certifications and Submittal:** This section will contain any licenses and certifications as required (and/or applicable to project), by HIDALGO COUNTY, the STATE OF TEXAS.

Insurance: All other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C"" contained herein.

**OVERVIEW:**
Hidalgo County is soliciting proposals for the systemizing and "delivery" of a turn key Computerized Radiology System. Hidalgo County desires to have a system in place as a result of equipment

already owned by Hidalgo County and new equipment, software, supplies, etc. to more effectively provide the citizens of Hidalgo County radiology services through the Hidalgo County Health Department.

**SCOPE OF SERVICES/PROJECT DESCRIPTION:**

Overall Objective: This contract will encompass all project related training, services, and equipment necessary to provide the County of Hidalgo with the configuration of a Computerized Radiology System including but not limited to:

Turn key Computerized Radiology System that will digitize radiological images and store data electronically making the data accessible to various medical facilities.

Specs: Alara Crystal View Computer Radiography with C-Cisa PACS

- 2 ct CR Plate Reader
- 4 ct 14 x 17 Cassette with Plate
- 2 ct 10 x 12 Cassette with Plate
- 1 ct Alara CR Operating Software
- 2 ct Alara Workstation
- 1 ct C-Cisa SA Software
- 1 ct C-Cisa PH II Software
- 1 ct C-Cisa Server Software
- 1 ct C-Cisa Dicom Software included with SA and Server Software
- 1 ct Auto Archiving
- 1 ct Modality Work List
- 1 ct Integrated Voice Dictation
- 1 ct Image Processing
- 1 ct Patient Work List
- 2 ct C-Cisa Workstation with 500 Gig Hard Drive
- 1 ct Two Bank 2 Megapixel Diagnostic Viewer Mirror
- 1 ct 24" Ultra High Resolution Monitor
- 1 ct Apron Rack
- 1 ct Full Lead Apron
- 1 ct Half Apron
- 1 ct Lead Gloves (pair)
- 1 ct Calipers
- 1 ct One Year Parts and Labor Warranty
- 5 Year Labor and Prevention maintenance Program
- Relocate and install existing X-Ray Machine currently in storage in Edinburg, Texas to Adult Detention Facility located at: 711 El Cibolo Road
  Edinburg, Texas 78539
  (956) 383-8114

Detention Facility Point of Contact: Chief Anacleto Martinez (956) 383-8114

Health Department Point of Contact: Mr. Eddie Olivarez (956) 383-6221

- Provide NCT (non certified technician) training of up to 5 people
- Installation and Training of CR and PACS Systems

Proposer must describe in detail the steps they intend to follow, including evaluation, design, approvals, testing and implementation. Proposer must also specify amount of time for completion of the requested "Computerized Radiology System."

**EASE OF RESPONSE SYSTEM:**

Company should describe proposed method of communication for service needs. This should include names, qualifications, and contact method for each person involved at each level. Company must provide support system with qualified/trained response team/person at service site within two (2) to four (4) hours of initial contact. Upon arrival at service site, qualified response team(person) must have ability to evaluate, diagnose and/or begin service immediately.

Company should maintain a maximum response time of two (2) to four (4) hours for all service calls. All response time in excess of four (4) hours shall be documented in writing, together with Company's efforts to eliminate repetition of poor response-time performance. An excess of longer than four (4) hour response time may result in revision and possible termination of contract.

**PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**

Proposer is to provide a fee proposal based on the scope of work. **(For additional information, please see under "Cost").**

**COST:**

Proposers must provide line item pricing for all functionalities requested in the scope of work including design, migration of existing components, additional components, and software acquisitions required to complete the computerized radiology system. Pricing should also include hourly rates for key services such as design, programming and other technical services, available after completion of the scope of work.

**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires **one (1) original submittal and seven (7) copies.**

**OTHER INFORMATION:**

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

## SECTION III – RFP SELECTION AND SCHEDULES

**SELECTION PROCEDURES:**

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a Scoring/Grading Committee comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualification under the RFP, further the Selection Committee may select proposing organizations for "in person"

presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected Proposer is subject to the action of Hidalgo County Commissioners Court.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

**PROPOSAL RANKING:**
After the proposals have been reviewed, evaluated and scored, by the Scoring/Grading Committee, a grid will be presented to Commissioner's Court for the purposes of ranking. Thereafter, Hidalgo County Commissioner's Court will rank and/or award this proposal.

**EVALUATION:** The evaluation system consists of a 100-point system. The participants will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined in Exhibit B contained herein.

**Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.**

**PROPOSAL SUBMITTED TO: An original and seven (7) copies** of RFPs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Business Highway 281
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, February 27, 2008.**

# EXHIBIT B
# SELECTION CRITERIA

# HIDALGO COUNTY
# REQUEST FOR PROPOSALS

**"HIDALGO COUNTY - HEALTH DEAPARTMENT**
**COMPUTERIZED RADIOLOGY SYSTEM"**

## RFP NO: 08-043-02-27-YSI

## RFP EVALUATION CRITERIA

The evaluation criteria will include, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the Hidalgo County Heath Department's "Computerized Radiology Services." **25 points**

2. **Ability to Commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**

3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site within four (4) hours of initial call being placed. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. **25 points**

4. **Cost.** **20 points**

**Total** **100 Points**

# RFP EVALUATION FORM

| | Selection Criteria | Point Range | Score |
|---|---|---|---|
| 1. | **Understanding the Services/Methodology** | **25 points** | _____ |

Comments/Rationale for Points:_____
_____
_____

| | | | |
|---|---|---|---|
| 2. | **Ability to Commit to all Services Required** | **30 points** | _____ |

Comments/Rationale for Points:_____
_____
_____

| | | | |
|---|---|---|---|
| 3. | **Ease of Support System & Response Time** | **25 points** | _____ |

Comments/Rationale for Points:_____
_____
_____

| | | | |
|---|---|---|---|
| 4. | **Cost** | **20 points** | _____ |

Comments/Rationale for Points:_____
_____
_____

**Total** 100% **Score**

Provider:_____

Evaluator: _____ Date:_____

# EXHIBIT "B"
# VENDOR'S BID PRICE

IMS Durable Medical Equipment
114 South 13th Street
Edinburg, Texas 78539

**Bid Proposal**
February 27, 2008

Hidalgo County Health Department
1304 South 25th Street
Edinburg, Texas 78539

**REP No: 08-043-02-27-YSI**

**Alara Crystal View Computer Radiography w/IMS C-Cisa PACS**

| | |
|---|---|
| 2ea CR Plate Reader | $39,995.00/ea |
| 4ea 14 x 17 Cassette w/Plate Included with reader | |
| 2ea 10 x 12 Cassette w/Plate Included with reader | |
| Alara CR Operating Software Included with reader | |
| 2ea Alara Workstation Included with reader | |
| C-Cisa SA Software | $14,500.00 |
| C-Cisa PH II Software | $12,995.00 |
| C-Cisa Server Software | $14,500.00 |
| C-Cisa Dicom Software | $ 2,500.00 |
| ICLUDED w/ SA and Server Software | |
| Auto Archiving | |
| Modality Work List | |
| Integrated Voice Dictation | |
| Image Processing | |
| Patient Work List | |
| 2ea C-Cisa Workstation w/500 Gig Raid Hard Drive | $ 5,200.00/ea |
| 1ea Two Bank 2 Megapixal Diagnostic Viewer Monitor | $10,500.00 |
| 1ea 24" Ultra High Resolution Monitor | Included with Computer |
| One Year Parts & Labor Warranty | |
| 1-4 Hour Response Time by Phone or On-Site | |
| 5 Years Labor & Preventative Maintenance Program | $ 1,500.00/4Year |
| Install X-Ray Machine @ County Jail | $ 0.00 |
| INCLUDED w/install | |
| Apron rack, Full Apron, Half Apron, Pair of Lead Gloves, & Calipers | |
| Provide NCT (Non Certified Technician) Training | $ 0.00 |
| Installation & Training of CR & PACS Systems | $ 0.00 |

Hidalgo County is responsible for Internet Connection and any electrical power needed to operate the CR systems and X-Ray System.

**Total $151,385.00**

# EXHIBIT "C"
# INSURANCE
# REQUIREMENTS

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 04/28/2008

PRODUCER
Valley Insurance Services
312 S. Closner
Edinburg TX 78539

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
IMS Durable Medical Equipment
P. O. Box 458
Edinburg TX 78539

INSURER A: Essex Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | 3CY0043<br>Deductible: $1,000 per claim<br>BI/PD | 02/26/2008 | 02/26/2009 | EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 50,000<br>$ excluded<br>$ 1,000,000<br>$ 2,000,000<br>$ excluded |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS<br>[ ] NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | GARAGE LIABILITY<br>[ ] ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| | EXCESS LIABILITY<br>[ ] OCCUR [ ] CLAIMS MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$<br>$<br>$<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | [ ] WC STATUTORY LIMITS [ ] OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Health Department

2802 S Business Highway 281
Edinburg TX 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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 David T. Smith


© ACORD CORPORATION 1988

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 04/28/2008

PRODUCER
Valley Insurance Services
312 S. Closner
Edinburg TX 78539

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
IMS Durable Medical Equipment
P O Box 458
Edinburg TX 78539

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E: Texas Mutual Insurance Company

## 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/CC) | POLICY EXPIRATION DATE (MM/DD/CC) | LIMITS | |
|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | EACH OCCURRENCE | $ |
| | COMMERCIAL GENERAL LIABILITY | | | | FIRE DAMAGE (Any one fire) | $ |
| | CLAIMS MADE ☐ OCCUR | | | | MED EXP (Any one person) | $ |
| | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | GENERAL AGGREGATE | $ |
| | POLICY ☐ PRO-JECT ☐ LOC | | | | PRODUCTS - COMP/OP AGG | $ |
| | AUTOMOBILE LIABILITY | | | | | |
| | ANY AUTO | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS | | | | PROPERTY DAMAGE (Per accident) | $ |
| | NON-OWNED AUTOS | | | | | |
| | 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 $ | | | | | $ |
| E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | TSF-0001157992 | 06/06/2007 | 06/06/2008 | WC STATU-TORY LIMITS ☐ OTH-ER | |
| | | | | | E.L. EACH ACCIDENT | $ 500000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500000 |
| | | | | | E.L. DISEASE - POLICY LIMIT | $ 500000 |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Health Department
2802 S Business Highway 281
Edinburg TX 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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 David T. Smith

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

Progressive
PO Box 94739
Cleveland, OH 44101
800-895-2886

PROGRESSIVE

**Policy number: 06303521-0**
Underwritten by:
Progressive County Mutual Ins Co
April 28, 2008


# Certificate of Insurance

| Certificate Holder | Insured | Agent |
|---|---|---|
| HIDALGO COUNTY<br>PURCHASING DEPARTMENT<br>EDINBURG, TX 78539 | IMS DURABLE MEDICAL<br>INC<br>PO BOX 2169<br>EDINBURG, TX 78539 | PROG COMMERCIAL<br>PO BOX 94739<br>CLEVELAND, OH 44101 |

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Feb 19, 2008 Policy Expiration Date: Feb 19, 2009

| Insurance coverage(s) | Limits |
|---|---|
| Bodily Injury/Property Damage | $500,000 Combined Single Limit |
| Uninsured/Underinsured Motorist | $25,000/$50,000 |
| Uninsured Motorist Property Damage | $50,000 w/$250 Ded |

## Description of Location/Vehicles/Special Items

### Scheduled autos only

| | | | |
|---|---|---|---|
| 2007 FORD F150 SUPERCREW 1FTPW12V37KC67790 | | Stated Amount | $29,000 |
| Personal Injury Protection | $2,500 | | |
| Comprehensive | $1,000 Ded | | |
| Collision | $1,000 Ded | | |
| 2007 FORD F150 1FTPX12VX7KD46273 | | Stated Amount | $30,000 |
| Personal Injury Protection | $2,500 | | |
| Comprehensive | $1,000 Ded | | |
| Collision | $1,000 Ded | | |
| 2005 CHEVROLET COLORADO 1GCCS148958262833 | | Stated Amount | $8,000 |
| Personal Injury Protection | $2,500 | | |
| Comprehensive | $1,000 Ded | | |
| Collision | $1,000 Ded | | |
| 1998 CHEVROLET ASTRO VAN 1GCDM19W9WB128107 | | | |
| Personal Injury Protection | $2,500 | | |
| 2001 CHEVROLET C1500 SUBURBAN 3GNEC16TX1G283709 | | | |
| Personal Injury Protection | $2,500 | | |
| 2001 CHEVROLET IMPALA LS 2G1WH55K219339630 | | | |
| Personal Injury Protection | $2,500 | | |
| 2000 FORD ECONOLINE E150 1FTRE1425YHA22051 | | | |
| Personal Injury Protection | $2,500 | | |

Continued

**Policy number: 06303521-0**

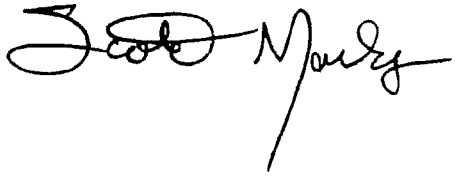


| | | |
|---|---|---|
| 2003 FORD ECONOLINE E150 1FTRE14293HB54707 | | Stated Amount $5,000 |
| Personal Injury Protection | $2,500 | |
| Comprehensive | $1,000 Ded | |
| Collision | $1,000 Ded | |

**Certificate number**

11908H3S521

**Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.**



Form 5241 (10/02)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SERVICE CONTRACT**
**C-08-043A-05-13**

THIS CONTRACT is made and entered into this **13th** day of **May, 2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **IMS Durable Medical Equipment,** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Computerized Radiology System**" of **Hidalgo County Health Department** (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. **THE EQUIPMENT TO BE SERVICED AND THE ANNUAL PREVENTATIVE MAINTENANCE CONTRACT RATE INCLUDES:**

| EQUIPMENT | DESCRIPTION | PRICE |
|---|---|---|
| ALARA CR, C-CSSA PAC SYSTEM | 2EA ALARA CR SYSTEMS WITH OPERATING SYSTEM COMPUTER<br>1EA C-CSSA PAC SYSTEM COMPLETE WITH COMPUTER SERVERS AND SOFTWARE, 2 BANK DIAGNONTIC VIEWERS | $1500/YEARLY |
| | FOUR YEAR CONTRACT | X4 |
| | NO TRAVEL TIME CHARGE | |
| | TOTAL | $6,000.00 |

2. The equipment must be inspected by an authorized IMS Representative to insure it meets the company service contract acceptability standards.

3. This Contract is for **Labor Only** and does not include replacement parts needed to repair contracted equipment. Parts will be discounted by 30% percent if available for IMS by the manufacture or 2nd Party Vendors.

4. Either Party may cancel this contract upon thirty (30) days written notice. Upon cancellation there will be a prorated refund to the owner of the annual rate for the contract period remaining and unused.

5. IMS will perform:

   Quarterly Maintenance on the **Alara CR & C-Cssa PAC Systems**

6. The scheduled preventative maintenance inspection will include:

   **a. Alara CR**

   Cleaning rollers, filters & phosphor plates, performing standard calibration checks, apply any firmware updates, and any Alara Software Updates.

   **b. C-Cssa Pac System**

   Checking server log files, hard disk space, core files, folder permission, security, application functionality, redundancy, and backups. Will apply necessary service packs updates, and recommend necessary software and hardware upgrades.

   c. Replacement of worn or defective parts. **NOTE: COUNTY IS RESPONSIBLE FOR PARTS EXPENSE.**

7. Emergency services calls necessary between quarterly inspections due to equipment failures will be performed on a priority basis.

8. The County agrees that all servicing of the equipment shall be done by IMS except for

items of maintenance, trouble shooting or repair outlined in the Owner Manual to be accomplished by the operator, or repairs made following the advise of an IMS Representative. **THE TECHNINICAN SHALL CONTACT AN IMS REPRESENATIVE TO OBTAIN INSTRUCTIONS AND ADVISE BEFORE COMMENCING ANY REPAIR OR TROUBLE-SHOOTING WHICH EXCEEDS THE PARAMETERS OUTLINED IN THE OWNERS MANAUL.**

9. IMS will not be responsible for, and this Contract shall not cover, any times of equipment which has been damaged by any repair attempt by an unauthorized person or company. IMS does encourage telephone inquires from the County or his technician regarding operation or repair of the equipment and IMS will, at no charge to County, make any repairs occasioned by repair attempts by technician following IMS Representative advise.

10. On the anniversary date of this Contract IMS may eliminate from the Contract any equipment it deems unsuitable for further assistance.

11. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Health Department**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

12. 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 **Department Head,** 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.

13. This Contract and the annual rate are for four (4) years commencing **May 13,2008** and ending on **May 12, 2012**, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. This Contract is for service during normal working hours (Monday through Friday Between 8:00 am to 5:00 pm excluding holidays) unless otherwise indicated.

14. 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.

15. 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.

16. 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.

17. 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.

18. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

19. 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.

20. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

21. 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.

22. 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:
**IMS Durable Medical Equipment**
**Attn: Jim Carlson, Vice President**
**114 South 13th Street**
**Edinburg, Texas 78539**

23. In case any one or more of the provisions contained in this Contract 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 Contract shall be

construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

24. This Contract may be terminated by either party without cause upon thirty (30) days written notice.

25. This Contract 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 Contract.

26. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2008.

**COUNTY OF HIDALGO**

**ATTEST:**

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

**COMPANY: IMS Durable Medical Equipment**
By:_____
Printed Name:_____
Title:_____

**APPROVED AS TO FORM:**
Atlas & Hall, L.L.P.

By:_____

# EXHIBIT "A"
# Requirements

# Request for Porposal

# EXHIBIT A
# REQUIREMENTS

# HIDALGO COUNTY
# REQUEST FOR PROPOSALS

## HEALTH DEPARTMENT
## "COMPUTERIZED RADIOLOGY SYSTEM"
## RFP NO: 08-043-02-27-YSI

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT**:
Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF BIDS:**
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services

from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**HAND DELIVERED PROPOSALS:**
Hidalgo County requires submitters, when hand delivering statements of qualifications, to make sure that it is stamped with date and time by the County Purchasing staff.

**SIGNING OF PROPOSALS:**
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:** The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**SERVICE & MAINTENANCE CONTRACT:**
This will be a turn key project, however it will include service and maintenance contract. The term of the contract will be for a period of five (5) years with the County's option to renew for an additional one (1) two (2) year term under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

## SECTION II: RFP REQUIREMENTS

**Request For Proposal:**
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

**Contents:**
The required contents for the RFP are presented below in the order they should be incorporated into

the submitted document.

**Understanding of the Project:**
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**Firm Qualifications:**
The County of Hidalgo is seeking to contract with a competent **"Computerized Radiology System"** vendor, qualified and that has experience in, but not limited to, the following areas:

- Must be qualified in systemizing and delivering turn key Computerized Radiology Systems.
- Must have experience relevant to Computerized Radiology Systems.
- Must have staffing adequate to devote and assign proper personnel to perform and render all the services requested for systemizing and delivering a turn key Computerized Radiology System.
- Overall understanding of the "Project" as detailed in scope of work/services.

**FOR ADDITIONAL SPECIFICATIONS AND REQUIREMENTS-PLEASE REFER TO "SCOPE OF SERVICES" SECTION**

Additionally, this section should include a description of the vendor's Computerized Radiology System Projects Personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

**Personnel and Staffing:**
The proposer should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**Required Certifications and Submittal:** This section will contain any licenses and certifications as required (and/or applicable to project), by HIDALGO COUNTY, the STATE OF TEXAS.

Insurance: All other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C"" contained herein.

**OVERVIEW:**
Hidalgo County is soliciting proposals for the systemizing and "delivery" of a turn key Computerized Radiology System. Hidalgo County desires to have a system in place as a result of equipment

already owned by Hidalgo County and new equipment, software, supplies, etc. to more effectively provide the citizens of Hidalgo County radiology services through the Hidalgo County Health Department.

**SCOPE OF SERVICES/PROJECT DESCRIPTION:**

Overall Objective: This contract will encompass all project related training, services, and equipment necessary to provide the County of Hidalgo with the configuration of a Computerized Radiology System including but not limited to:

Turn key Computerized Radiology System that will digitize radiological images and store data electronically making the data accessible to various medical facilities.

Specs: Alara Crystal View Computer Radiography with C-Cisa PACS

- 2 ct CR Plate Reader
- 4 ct 14 x 17 Cassette with Plate
- 2 ct 10 x 12 Cassette with Plate
- 1 ct Alara CR Operating Software
- 2 ct Alara Workstation
- 1 ct C-Cisa SA Software
- 1 ct C-Cisa PH II Software
- 1 ct C-Cisa Server Software
- 1 ct C-Cisa Dicom Software included with SA and Server Software
- 1 ct Auto Archiving
- 1 ct Modality Work List
- 1 ct Integrated Voice Dictation
- 1 ct Image Processing
- 1 ct Patient Work List
- 2 ct C-Cisa Workstation with 500 Gig Hard Drive
- 1 ct Two Bank 2 Megapixel Diagnostic Viewer Mirror
- 1 ct 24" Ultra High Resolution Monitor
- 1 ct Apron Rack
- 1 ct Full Lead Apron
- 1 ct Half Apron
- 1 ct Lead Gloves (pair)
- 1 ct Calipers
- 1 ct One Year Parts and Labor Warranty
- 5 Year Labor and Prevention maintenance Program
- Relocate and install existing X-Ray Machine currently in storage in Edinburg, Texas to Adult Detention Facility located at: 711 El Cibolo Road
  Edinburg, Texas 78539
  (956) 383-8114

Detention Facility Point of Contact: Chief Anacleto Martinez (956) 383-8114

Health Department Point of Contact: Mr. Eddie Olivarez (956) 383-6221

- Provide NCT (non certified technician) training of up to 5 people
- Installation and Training of CR and PACS Systems

Proposer must describe in detail the steps they intend to follow, including evaluation, design, approvals, testing and implementation. Proposer must also specify amount of time for completion of the requested "Computerized Radiology System."

**EASE OF RESPONSE SYSTEM:**

Company should describe proposed method of communication for service needs. This should include names, qualifications, and contact method for each person involved at each level. Company must provide support system with qualified/trained response team/person at service site within two (2) to four (4) hours of initial contact. Upon arrival at service site, qualified response team(person) must have ability to evaluate, diagnose and/or begin service immediately.

Company should maintain a maximum response time of two (2) to four (4) hours for all service calls. All response time in excess of four (4) hours shall be documented in writing, together with Company's efforts to eliminate repetition of poor response-time performance. An excess of longer than four (4) hour response time may result in revision and possible termination of contract.

**PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**

Proposer is to provide a fee proposal based on the scope of work. **(For additional information, please see under "Cost").**

**COST:**

Proposers must provide line item pricing for all functionalities requested in the scope of work including design, migration of existing components, additional components, and software acquisitions required to complete the computerized radiology system. Pricing should also include hourly rates for key services such as design, programming and other technical services, available after completion of the scope of work.

**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires **one (1) original submittal and seven (7) copies.**

**OTHER INFORMATION:**

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

## SECTION III – RFP SELECTION AND SCHEDULES

**SELECTION PROCEDURES:**

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a Scoring/Grading Committee comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualification under the RFP, further the Selection Committee may select proposing organizations for "in person"

presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected Proposer is subject to the action of Hidalgo County Commissioners Court.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

**PROPOSAL RANKING:**
After the proposals have been reviewed, evaluated and scored, by the Scoring/Grading Committee, a grid will be presented to Commissioner's Court for the purposes of ranking. Thereafter, Hidalgo County Commissioner's Court will rank and/or award this proposal.

**EVALUATION:** The evaluation system consists of a 100-point system. The participants will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined in Exhibit B contained herein.

**Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.**

**PROPOSAL SUBMITTED TO: An original and seven (7) copies** of RFPs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Business Highway 281
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, February 27, 2008.**

# EXHIBIT B
# SELECTION CRITERIA

# HIDALGO COUNTY
# REQUEST FOR PROPOSALS

**"HIDALGO COUNTY - HEALTH DEAPARTMENT**
**COMPUTERIZED RADIOLOGY SYSTEM"**

## RFP NO: 08-043-02-27-YSI

## RFP EVALUATION CRITERIA

The evaluation criteria will include, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the Hidalgo County Heath Department's "Computerized Radiology Services." **25 points**

2. **Ability to Commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**

3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site within four (4) hours of initial call being placed. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. **25 points**

4. **Cost.** **20 points**

**Total** **100 Points**

# RFP EVALUATION FORM

| | Selection Criteria | Point Range | Score |
|---|---|---|---|
| 1. | **Understanding the Services/Methodology** | **25 points** | _____ |

Comments/Rationale for Points:_____
_____
_____

| | | | |
|---|---|---|---|
| 2. | **Ability to Commit to all Services Required** | **30 points** | _____ |

Comments/Rationale for Points:_____
_____
_____

| | | | |
|---|---|---|---|
| 3. | **Ease of Support System & Response Time** | **25 points** | _____ |

Comments/Rationale for Points:_____
_____
_____

| | | | |
|---|---|---|---|
| 4. | **Cost** | **20 points** | _____ |

Comments/Rationale for Points:_____
_____
_____

**Total** 100% **Score**

Provider:_____

Evaluator: _____ Date:_____

# EXHIBIT "B"
# VENDOR'S BID PRICE

IMS Durable Medical Equipment
114 South 13th Street
Edinburg, Texas 78539

**Bid Proposal**
**February 27, 2008**

**Hidalgo County Health Department**
**1304 South 25th Street**
**Edinburg, Texas 78539**

**REP No: 08-043-02-27-YSI**

| | |
|---|---|
| **Alara Crystal View Computer Radiography w/IMS C-Cisa PACS** | |
| 2ea CR Plate Reader | $39,995.00/ea |
| 4ea 14 x 17 Cassette w/Plate Included with reader | |
| 2ea 10 x 12 Cassette w/Plate Included with reader | |
| Alara CR Operating Software Included with reader | |
| 2ea Alara Workstation Included with reader | |
| C-Cisa SA Software | $14,500.00 |
| C-Cisa PH II Software | $12,995.00 |
| C-Cisa Server Software | $14,500.00 |
| C-Cisa Dicom Software | $ 2,500.00 |
| ICLUDED w/ SA and Server Software | |
| Auto Archiving | |
| Modality Work List | |
| Integrated Voice Dictation | |
| Image Processing | |
| Patient Work List | |
| 2ea C-Cisa Workstation w/500 Gig Raid Hard Drive | $ 5,200.00/ea |
| 1ea Two Bank 2 Megapixal Diagnostic Viewer Monitor | $10,500.00 |
| 1ea 24" Ultra High Resolution Monitor | Included with Computer |
| One Year Parts & Labor Warranty | |
| 1-4 Hour Response Time by Phone or On-Site | |
| 5 Years Labor & Preventative Maintenance Program | $ 1,500.00/4Year |
| Install X-Ray Machine @ County Jail | $ 0.00 |
| INCLUDED w/install | |
| Apron rack, Full Apron, Half Apron, Pair of Lead Gloves, & Calipers | |
| Provide NCT (Non Certified Technician) Training | $ 0.00 |
| Installation & Training of CR & PACS Systems | $ 0.00 |

**Hidalgo County is responsible for Internet Connection and any electrical power needed to operate the CR systems and X-Ray System.**

**Total $151,385.00**

# EXHIBIT "C"
# INSURANCE
# REQUIREMENTS

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 04/28/2008

PRODUCER
Valley Insurance Services
312 S. Closner
Edinburg TX 78539

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
IMS Durable Medical Equipment
P. O. Box 458
Edinburg TX 78539

INSURER A: Essex Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | 3CY0043<br>Deductible: $1,000 per claim<br>BI/PD | 02/26/2008 | 02/26/2009 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) | $ 50,000 |
| | | | | | MED EXP (Any one person) | $ excluded |
| | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG | $ excluded |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS<br>[ ] NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | GARAGE LIABILITY<br>[ ] ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | AGG | $ |
| | EXCESS LIABILITY<br>[ ] OCCUR [ ] CLAIMS MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

Hidalgo County Health Department
2802 S Business Highway 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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 David T. Smith


© ACORD CORPORATION 1988

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 04/28/2008

PRODUCER
Valley Insurance Services
312 S. Closner
Edinburg TX 78539

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
IMS Durable Medical Equipment
P O Box 458
Edinburg TX 78539

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E: Texas Mutual Insurance Company

## 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/CC) | POLICY EXPIRATION DATE (MM/DD/CC) | LIMITS | |
|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | EACH OCCURRENCE | $ |
| | COMMERCIAL GENERAL LIABILITY | | | | FIRE DAMAGE (Any one fire) | $ |
| | CLAIMS MADE OCCUR | | | | MED EXP (Any one person) | $ |
| | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC | | | | PRODUCTS - COMP/OP AGG | $ |
| | AUTOMOBILE LIABILITY | | | | | |
| | ANY AUTO | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS | | | | PROPERTY DAMAGE (Per accident) | $ |
| | NON-OWNED AUTOS | | | | | |
| | 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 $ | | | | | $ |
| E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | TSF-0001157992 | 06/06/2007 | 06/06/2008 | WC STATU-TORY LIMITS OTH-ER | |
| | | | | | E.L. EACH ACCIDENT | $ 500000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500000 |
| | | | | | E.L. DISEASE - POLICY LIMIT | $ 500000 |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Health Department
2802 S Business Highway 281
Edinburg TX 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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 David T. Smith


© ACORD CORPORATION 1988

Progressive
PO Box 94739
Cleveland, OH 44101
800-895-2886

PROGRESSIVE

**Policy number: 06303521-0**
Underwritten by:
Progressive County Mutual Ins Co
April 28, 2008


# Certificate of Insurance

| Certificate Holder | Insured | Agent |
|---|---|---|
| HIDALGO COUNTY<br>PURCHASING DEPARTMENT<br>EDINBURG, TX 78539 | IMS DURABLE MEDICAL<br>INC<br>PO BOX 2169<br>EDINBURG, TX 78539 | PROG COMMERCIAL<br>PO BOX 94739<br>CLEVELAND, OH 44101 |

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Feb 19, 2008 Policy Expiration Date: Feb 19, 2009

| Insurance coverage(s) | Limits |
|---|---|
| Bodily Injury/Property Damage | $500,000 Combined Single Limit |
| Uninsured/Underinsured Motorist | $25,000/$50,000 |
| Uninsured Motorist Property Damage | $50,000 w/$250 Ded |

## Description of Location/Vehicles/Special Items

### Scheduled autos only

| | | | |
|---|---|---|---|
| 2007 FORD F150 SUPERCREW 1FTPW12V37KC67790 | | Stated Amount | $29,000 |
| Personal Injury Protection | $2,500 | | |
| Comprehensive | $1,000 Ded | | |
| Collision | $1,000 Ded | | |
| 2007 FORD F150 1FTPX12VX7KD46273 | | Stated Amount | $30,000 |
| Personal Injury Protection | $2,500 | | |
| Comprehensive | $1,000 Ded | | |
| Collision | $1,000 Ded | | |
| 2005 CHEVROLET COLORADO 1GCCS148958262833 | | Stated Amount | $8,000 |
| Personal Injury Protection | $2,500 | | |
| Comprehensive | $1,000 Ded | | |
| Collision | $1,000 Ded | | |
| 1998 CHEVROLET ASTRO VAN 1GCDM19W9WB128107 | | | |
| Personal Injury Protection | $2,500 | | |
| 2001 CHEVROLET C1500 SUBURBAN 3GNEC16TX1G283709 | | | |
| Personal Injury Protection | $2,500 | | |
| 2001 CHEVROLET IMPALA LS 2G1WH55K219339630 | | | |
| Personal Injury Protection | $2,500 | | |
| 2000 FORD ECONOLINE E150 1FTRE1425YHA22051 | | | |
| Personal Injury Protection | $2,500 | | |

Continued

**Policy number: 06303521-0**



| | | |
|---|---|---|
| 2003 FORD ECONOLINE E150 1FTRE14293HB54707 | | Stated Amount $5,000 |
| Personal Injury Protection | $2,500 | |
| Comprehensive | $1,000 Ded | |
| Collision | $1,000 Ded | |

**Certificate number**

11908H3S521

**Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.**

Form 5241 (10/02)

**AI-9200** **18.G.2.**

## Amendment to current Service Agreements
## CC REGULAR

| | | | |
|---|---|---|---|
| **Date:** | 05/13/2008 | | |
| **Submitted By:** | Mary Maldonado, PURCHASING DEPT. | | |
| **Submitted For:** | Marty Salazar | | |
| **Department:** | PURCHASING DEPT. | | |
| **Agenda Area:** | Purchasing Department | **Purchasing only:** | Health & Human Services Dept. |

### Information

**CAPTION**

Requesting approval of an "Amendment" to the Service Agreements between Hidalgo County and Patricia de Blieck, Emma Lou Keyes regarding the number of hours performed and will now reflect the following: "Services should not exceed 80 hours per month and not as current agreements state- 20 hours per week.

**BACKGROUND**

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 7-1100-441-00-340-003-0-331

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

**BUDGETARY IMPACT:**

No Budgetary Impact for this item. Account available balance as of 5/9/08 $48,000.00

### Attachments

*No file(s) attached.*

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 08:04 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 08:42 AM | APRV |
| 3 | Manuel Chapa | Manuel Chapa | 05/09/2008 09:21 AM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Mary Maldonado — Started On: 05/07/2008 02:09 PM

Final Approval Date: 05/09/2008

**AI-9202** **18.G.3.**

**RN renewal**

**CC REGULAR**

| | | | |
|---|---|---|---|
| **Date:** | 05/13/2008 | | |
| **Submitted By:** | Mary Maldonado, PURCHASING DEPT. | | |
| **Submitted For:** | Marty Salazar | | |
| **Department:** | PURCHASING DEPT. | | |
| **Agenda Area:** | Purchasing Department | **Purchasing only:** | Health & Human Services Dept. |

## Information

**CAPTION**

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provide in contract with Emmalou Keyes, RN and Patricia de Blieck RN for Hidalgo County Health Department.

**BACKGROUND**

Renewal date of Contract with Emmalou Keyes - May 23, 2008
Renewal date of Contract with Patricia de Blieck - July 07, 2008

## Fiscal Impact

| | |
|---|---|
| **FISCAL YEAR:** 2008 | **ACCT. #:** 1100-441-00-340-003-0-331 |
| **FUNDS AVAILABLE Y/N?:** | **MATCHING FUNDS Y/N?:** |
| **BUDGETARY IMPACT:** | |

## Attachments

Link: RN

## Form Routing/Status

| | |
|---|---|
| Form Started By: Mary Maldonado | Started On: 05/07/2008 02:23 PM |
| Final Approval Date: 05/09/2008 | |

# PURCHASING DEPARTMENT
## County Of Hidalgo

May 7, 2008

Ms. Emmalou Keyes
14703 N. Trosper
Mission, Texas 78573

Re: Contract No. C-07062-04-17

Dear Ms. Keyes:

Commissioners' Court will take applicable action (Tuesday, May 13, 2008) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current service contract (under the same rates, terms and conditions). Effective date of renew/extension is May 23, 2008.Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, 5:00p.m., Friday, May 9, 2008 via facsimile to (956) 956-318-2629.

By:_____ Date:_____

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

Sincerely,

Mary A. Maldonado
Hidalgo County Contracts Manager

# PURCHASING DEPARTMENT
## County Of Hidalgo

May 7, 2008

Sister Patricia de Blieck
1711 West Gastel Circle
Mission, Texas 78572

Re: Contract No. C-07-063-06-12

Dear Sister de Blieck:

Commissioners' Court will take applicable action (Tuesday, May 13, 2008) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current service contract (under the same rates, terms and conditions). Effective date of renew/extension is July 7, 2008 Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, 5:00p.m., Friday , May 9,2008 via facsimile to (956) 318-2629.

By:_____ Date:_____

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

Sincerely,

Mary A. Maldonado
Hidalgo County Contracts Manager

**AI-9222** **18.H.1.**

# Renewal for Heating & Cooling System
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Mary Maldonado, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Community Service Agency

## Information

**CAPTION**

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with:
-Primary-Air-Plus Heating & Cooling, Inc. and secondary-All-Temp Heating and Cooling Inc..

**BACKGROUND**

Memo from Dept.
Letter to Vendors

## Fiscal Impact

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

**BUDGETARY IMPACT:**

Funding provided by Community Service Agency.

## Attachments

Link: Cooling System

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 08:20 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 09:37 AM | APRV |
| 3 | Manuel Chapa | Manuel Chapa | 05/09/2008 09:39 AM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Mary Maldonado Started On: 05/07/2008 04:19 PM

Final Approval Date: 05/09/2008

# MEMORANDUM

## HIDALGO COUNTY PURCHASING DEPARTMENT

~~From~~ TO: **Marivel Navarro Saenz, Community Service Agency, Director**

~~TO~~ FROM: **Mary A. Maldonado Contracts Manager**

**DATE:** **May 5, 2008**

**RE:** **Repairs-Replacement and/or Retorfit of Central Heating & Cooling System**

THE CONTRACT FOR THE ABOVE PROJECT WILL EXPIRE ON May 22, 2008 WHICH HAS THE OPTION TO EXTEND FOR ANOTHER ONE (1) YEAR PERIOD.

PLEASE ACKNOWLEDGE. RECEIPT BY SIGNING AND MARKING YES OR NO BELOW AND RETURN TO THE PURCHASING DEPARTMENT VIA FACSIMILE TO (956) 318-2629.

✓ YES I WOULD LIKE TO EXTEND

ACCOUNT (S) # N/A

_____

_____ NO I DO NOT WISH TO EXTEND

SIGNATURE Marivel Navarro-Saenz

PRINTED NAME Marivel Navarro-Saenz

DATE 5-6-08

IF YOU REQUIRE ADDITIONAL INFORMATION PERTAINING TO THIS MATTER PLEASE CONTACT ME AT (956) 318-2626.

THANK YOU

# PURCHASING DEPARTMENT
## County Of Hidalgo

May 7, 2008

Mr. Leocadio Guerrero
Air-Plus Heating & Cooling, Inc.
711 E. Wisconsin Rd.
Edinburg, Texas 78530

Re: Contract No. C-07-026-05-22

Dear Mr. Guerrero:

Commissioners' Court will take applicable action (Tuesday, May 13, 2008) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current service contract (under the same rates, terms and conditions). Effective date of renew/extension is May 22, 2008 Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, 5:00p.m., Friday, May 9, 2008 via facsimile to (956) 318-2629.

By:_____ Date:_____

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

Sincerely,

Mary A. Maldonado

Mary A. Maldonado
Hidalgo County Contracts Manager

# PURCHASING DEPARTMENT
## County Of Hidalgo

May 7, 2008

Mr. Marce Elizalde
All-Temp Heating & Cooling, Inc.
Box 7413.
Alamo, Tx. 78516

Re: Contract No. C-07-026A-05-22

Dear Mr. Elizalde:

Commissioners' Court will take applicable action (Tuesday, May 13, 2008) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current service contract (under the same rates, terms and conditions). Effective date of renew/extension is May 22, 2008 Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, 5:00p.m., Friday, May 9, 2008 via facsimile to (956) 318-2629.

By:_____ Date:_____

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

Sincerely,

Mary A. Maldonado

Mary A. Maldonado
Hidalgo County Contracts Manager

**AI-9235** **18.I.1.**

# Turnkey Removal & Replacement of existing Overhead Doors//Related materials to Countywide Shop

## CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Oscar Garza, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Buildings & Grounds

---

### Information

**CAPTION**

A. Presentation for discussion, consideration and approval to request proposals from job order contractors and/or construction awarded vendors through the County's membership/participation with state, cooperative purchasing programs or inter-locals to include, but not limited to , the provision of labor and materials and any other accessories for the replacement of existing overhead doors (i.e. garage like/type) & related materials for the County Wide Shop. Project #08-029 as requested by B&G; or, in the alternative,

B. Requesting authority to advertise sealed bids for: Turnkey Removal of existing and Replacement of New Overhead Doors (i.e. garage like/type)' for the County Wide Shop.

**BACKGROUND**

Buildings & Grounds requesting existing doors be replaced with new lighter guage metal doors, support brackets, support beams. Acct. #8-1336-419-40-220-027-0-431 is to be use for proposed project #08-029.

---

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1336-419-40-220-027-0-431
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Acct. #8-1336-419-40-220-027-0-431 is to be used for the proposed replacement of overhead doors at the Countywide Shop as per Daniel Flores, B&G Director. Availability of funds in the amount of 52,040.17 as of 5/8/08.
Funding may come from B & G General fund acct. depending on amount of bid received (8-1100-419-40-220-001-0-431)

---

### Attachments

Link: 08-029
Link: 08-029

---

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 10:51 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 01:18 PM | APRV |
| 3 | Dale Kennan | Dale Kennan | 05/08/2008 01:41 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

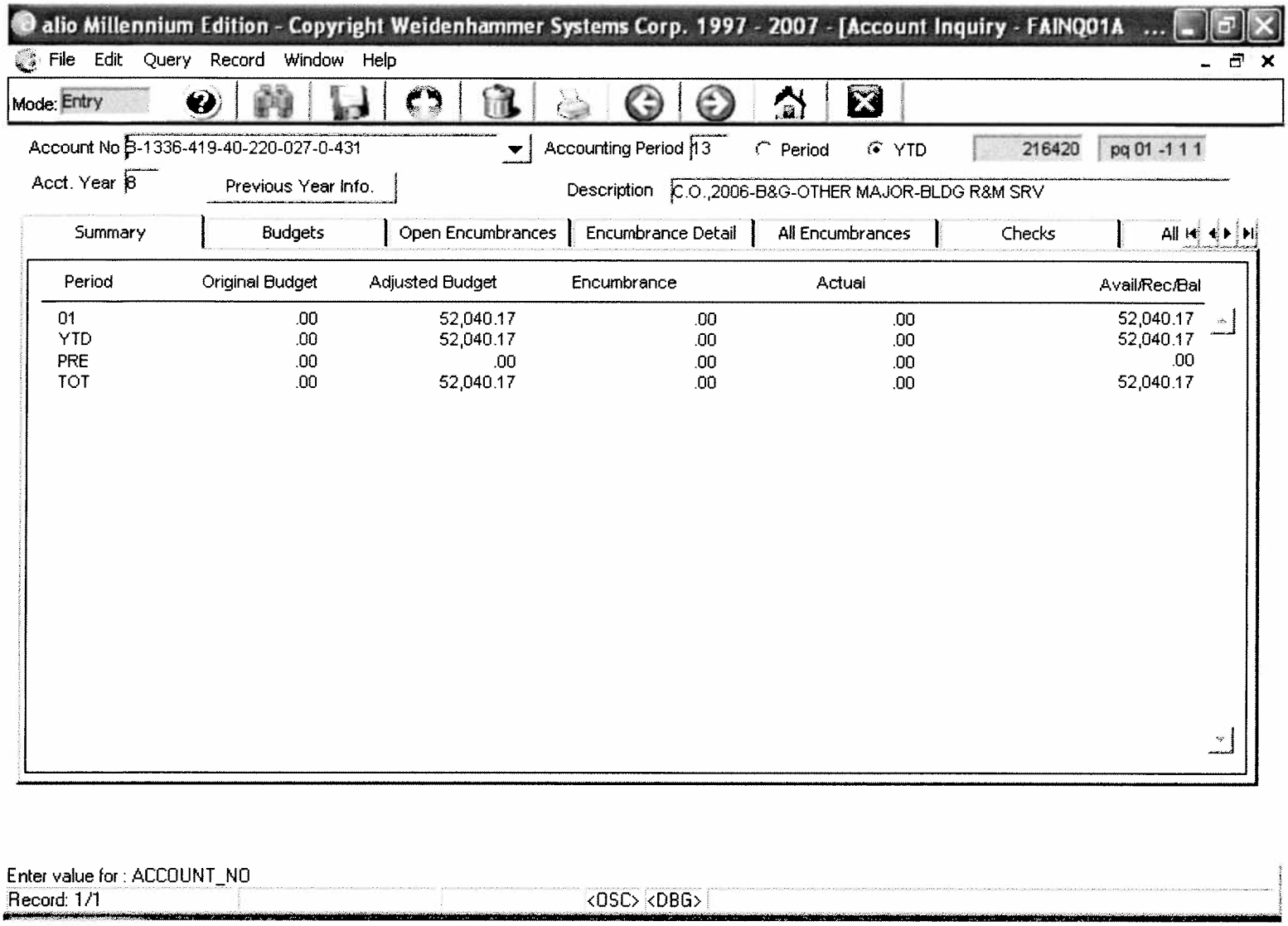
Form Started By: Oscar Garza  Started On: 05/07/2008 04:44 PM

Final Approval Date: 05/09/2008

## Oscar Garza

**From:** Daniel Flores [daniel.flores@co.hidalgo.tx.us]
**Sent:** Wednesday, May 07, 2008 4:27 PM
**To:** Oscar Garza; Darlene Betancourt
**Cc:** Martha Salazar; Valde; javier carreon
**Subject:** County Wide shop doors

It is the recommendation of Buildings and Grounds, to seek and accept proposals from AJOC's in order to expedite the emergency replacement of the garage doors of the County Wide shop. Please, place action item on next weeks agenda for action.


alio Millennium Edition - Copyright Weidenhammer Systems Corp. 1997 - 2007 - [Account Inquiry - FAINQ01A ...
File Edit Query Record Window Help
Mode: Entry
Account No 3-1336-419-40-220-027-0-431
Accounting Period 13
Period
YTD
216420
pg 01 -1 1 1
Acct. Year 8
Previous Year Info.
Description C.O.,2006-B&G-OTHER MAJOR-BLDG R&M SRV
Summary
Budgets
Open Encumbrances
Encumbrance Detail
All Encumbrances
Checks
All
Period Original Budget Adjusted Budget Encumbrance Actual Avail/Rec/Bal
01 .00 52,040.17 .00 .00 52,040.17
YTD .00 52,040.17 .00 .00 52,040.17
PRE .00 .00 .00 .00 .00
TOT .00 52,040.17 .00 .00 52,040.17
Enter value for : ACCOUNT_NO
Record: 1/1
<OSC> <DBG>

**AI-9217** **18.J.1.**

## Computer Purchases
## CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Matilde Faz, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Budget & Management

### Information

**CAPTION**

TX DPS-County Staff:
Requesting authority to purchase computer equipment and/or peripherals through our membership/participation with (DIR) Department of Information Resource with Dell Marketing L. P., DIR-SDD-192 requisition #131872 for the DBM- Tx DPS in the total amount of $6,809.80-(81100421001150270745)

**BACKGROUND**

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-421-00-115-027-0-745
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Req # 00131872 in the amount of $6,809.80

### Attachments

Link: Computer Purchases

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 08:17 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 09:12 AM | APRV |
| 3 | Veronica Lopez | Veronica Lopez | 05/08/2008 11:14 AM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Matilde Faz Started On: 05/07/2008 03:53 PM

Final Approval Date: 05/09/2008

# Requisition
## BUDGET OFFICER

Req # 00131872
PO #
Date: 05/05/08

Regular Budget $ 49217 5/13/08

**Bill To:** x
x

**Vendor :** 178136
DELL MARKETING L.P.
ONE DELL WAY
**RR1 MAILSTOP 8035**
ROUND ROCK TX 78682
FAX (800)433-9307

**Ship To:** BUDGET OFFICER
100 E. CANO, 1ST FL
EDINBURG TX 78539

**Contact:** M.Badillo/glen
956-292-7025

**Contract No:**

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 5 | | Opti-Plex 755 Ultra Small Form Factor, Core 2 Duo E6550/2.33GHz, 4M,VT,1333FSB(223-0637 Dell Computer Systems Quote #425092187 Cust. Agreement DIR-SDD-192 | 1,361.96 | 6,809.80 |
| | | Account No | Encumbrance | |
| | | 8-1100-421-00-115-027-0-745 | 6,809.80 | |
| | | | Freight | .00 |
| | | | Total | 6,809.80 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | H 48926<br>H 48927<br>H 48928<br>H 48929<br>H 48930 | | |

DIR 192

**Authorized By:** _____

~~Attn: Gfenaty~~ Attn: Elena

# DELL

## QUOTATION

**QUOTE #:** 425092187
**Customer #:** 17927132
**Contract #:** 9913578
**CustomerAgreement #:** DIR-SDD-192
**Quote Date:** 4/15/08
**Customer Name:** HIDALGO COUNTY

**Date: 4/15/08 3:41:40 PM**

| | | | |
|---|---|---|---|
| TOTAL QUOTE AMOUNT: | $6,809.80 | | |
| Product Subtotal: | $6,809.80 | | |
| Tax: | $0.00 | | |
| Shipping & Handling: | $0.00 | | |
| Shipping Method: | Ground | Total Number of System Groups: | 1 |

| GROUP: 1 | QUANTITY: 5 | SYSTEM PRICE: $1,361.96 | GROUP TOTAL: $6,809.80 |
|---|---|---|---|
| | | | |
| Base Unit: | | OptiPlex 755 Ultra Small Form Factor,Core 2 Duo E6550/2.33GHz,4M,VT,1333FSB (223-0637) | |
| Processor: | | NTFS File System,Factory Install (420-3899) | |
| Memory: | | 1.0GB,Non-ECC,667MHz DDR2 1x1GB,OptiPlex 755 (311-7347) | |
| Keyboard: | | Bluetooth Keyboard and Mouse Black,English,Dell OptiPlex (310-7987) | |
| Monitor: | | Dell 17 Inch UltraSharp 1708FPFlat Panel and All in One Stand,OptiPlex 755 Ultra SmallForm Factor (320-5745) | |
| Video Card: | | Integrated Video,GMA3100,Dell OptiPlex 755 (320-5642) | |
| Hard Drive: | | 80GB SATA 3.0Gb/s and 8MB DataBurst Cache,Dell OptiPlex 755 (341-5472) | |
| Floppy Disk Drive: | | No Floppy Drive, Dell OptiPlex745 and 755 Ultra Small Form Factor (341-3912) | |
| Operating System: | | Windows XP Professional Service Pack 2,with Media,DellOptiPlex,English,Factory Install (420-6287) | |
| Mouse: | | Mouse included with Keyboard purchase (310-1956) | |
| TBU: | | vPro Secure Advanced Hardware Enabled Systems Management Dell OptiPlex (310-9491) | |
| CD-ROM or DVD-ROM Drive: | | 24X CD-ROM,EIDE,D-Module,Dell OptiPlex 755 Ultra Small Form Factor (313-5402) | |
| Speakers: | | No Speaker, OptiPlex (313-4826) | |
| Documentation Diskette: | | Resource CD contains Diagnostics and Drivers for Dell OptiPlex 755 (310-9380) | |
| Bundled Software: | | Software,Adobe Acrobat,8.1 English,Dell OptiPlex Precision and Latitude (410-1099) | |
| Bundled Software: | | Microsoft Office Professional for Latitude, OptiPlex, Precision (420-6712) | |
| Factory Installed Software: | | Energy Smart,Energy Star,EIST for OptiPlex (if applicable) (310-9564) | |
| Service: | | Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (989-1568) | |
| Service: | | Basic Support: Next Business Day Parts and Labor Onsite Response Initial Year (986-6910) | |
| Service: | | Basic Support: Next Business Day Parts and Labor Onsite Response 2 Year Extended (986-6482) | |
| Service: | | Dell Hardware Limited Warranty Plus Onsite Service Initial Year (989-1567) | |
| Installation: | | Standard On-Site Installation Declined (900-9997) | |
| Misc: | | Shipping Material for System Trinity Ultra Small Form Factor,Dell OptiPlex (310-9333) | |
| Misc: | | WINDOWS XP STICKER, OPTI/PWS/LAT/INSP/DIM (466-2909) | |
| | | You have chosen a vPro System (310-9490) | |
| | | Keep Your Hard Drive, 3 Year (984-0092) | |
| | | | |

Req # 13872

5/5/08 DMD

**AI-9224** **18.K.1.**

# BCAP PRECINCT NO 2 - ELDORA/FM 1426
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Laura Moya, PURCHASING DEPT.
**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department **Purchasing only:** CAP Pct.2

## Information

### CAPTION

Presentation for discussion, consideration and action on a recommendation by project engineer R. Gutierrez engineering, Inc. to award to the lowest bidder meeting all specifications for bid No CAP-08-010-04-30-LRM "Paving & Drainage Construction for Eldora/FM 1426" and approval of contract.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1311-431-00-122-253-0-733
**FUNDS AVAILABLE Y/N?:** Pending **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

Available balance is $28,619.59 as of 5/8/08. Pending transfer (AI-9143) in the amount of $27,932.59 will bring total available to $56,552.00.

## Attachments

Link: 9224

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 08:21 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 09:44 AM | APRV |
| 3 | Dale Kennan | Dale Kennan | 05/08/2008 10:21 AM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Laura Moya Started On: 05/07/2008 04:24 PM

Final Approval Date: 05/09/2008

**laura.moya** 9224

**From:** Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
**Sent:** Wednesday, May 07, 2008 11:59 AM
**To:** martha.salazar@co.hidalgo.tx.us; Laura Moya
**Cc:** 'Valde'; humberto.garza@co.hidalgo.tx.us; eralio.palacios@co.hidalgo.tx.us; Charlie; Yoli Cisneros
**Subject:** Agenda item award low bid Eldora/FM 1426
**Attachments:** Pete Vargas (agapito.vargas@co.hidalgo.tx.us).vcf; memo purchasing reg agnd itm award of contract sascon eldora 1426 7may08.pdf; notice of award eldora fm 1426 sascon 7may08.pdf

Please place the attached item on cc for next week.

*Agapito Vargas Jr.*; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us

# Hidalgo County
# Border Colonias Access Program

# MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct No.2
Valde Guerra, Commissioner's Court Executive Officer
Humberto Garza, Chief Administrator
Eralio Palacios, HCCAP Coordinator
Charlie Contreras, Special Projects Coordinator
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 7 May 2008

Subject: Recommendation for award – 2nd Call Colonias Project, Eldora/FM 1426 (Santana Subdivision); CSJ: 2C1080253

---

Marty, Commissioner Hector "Tito" Palacios is requesting to place the above-subject item on Commissioner's Court for Tuesday, 13th May 2008.

Precinct 2 is requesting Court approval to award contract to the low bidder for the above-referenced Colonia Access Program drainage project. This project is being carried by R. Gutierrez Engineering, Inc. The low bidder for this project is Sascon, Inc. with a low bid of $56,552.00. There was one other bidder Valley Paving Inc.

Attached is the letter of recommendation from R. Gutierrez Engineering, Inc.

Account Number: 8-1311-431-00-122-253-0-733.

If you have any questions, please advice.

Thanks,

CH2008-010-04-30

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

# Hidalgo County
# Border Colonias Access Program

7 May 2008

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-08-010-04-30-LRM 2nd Call; Eldora/FM 1426 – CSJ: 2C1080253

Dear Sharon:

Attached please find information regarding the award of the above-referenced 2nd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

R. Gutierrez Engineering, Inc. has reviewed bids and tabulations and is recommending Sascon, Inc. as the low bidder for the above-referenced project. The amount budgeted for this project is $116,782.40 for road construction and $28,619.59 for drainage work for a grand total of $145,401.99. Bid award is for drainage only (curb and gutter, driveways, etc.). County force account will install the storm drainage including RCP and inlets. Funds will be transferred from roadwork into the drainage line item within this account. Roadwork will be done by county force account.

The award will be to the low bidder Sascon, Inc. for the bid in the amount of $56,552.00. The bids received were as follows:

- Sascon, Inc. $56,552.00
- Valley Paving Inc. $57,760.00

Commissioner Hector "Tito" Palacios concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program Director

Cc: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2
Valde Guerra, Commissioner's Court Executive Officer
Humberto Garza, Chief Administrator Precinct 2
Eralio Palacios, HCCAP Precinct Coordinator
Rossana Schettino, HCCAP Auditor
Laura R. Moya, HCCAP Buyer II
Project files

**AI-9225** **18.K.2.**

# BCAP PRECINCT NO 2 - LAS HACIENDAS
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Laura Moya, PURCHASING DEPT.
**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department **Purchasing only:** CAP Pct.2

## Information

### CAPTION

Presentation for discussion, consideration, acceptance and approval of Application for Payment # 4 in the amount of $50,845.86 submitted by contracted vendor-Closner Construction Co., L.C. and as recommended by project engineer R. Gutierrez Engineering, Inc. in connection with contract C-CAP-07-023-08-07 Las Haciendas Subdivision.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1311-431-00-122-0-412-0-733/734
**FUNDS AVAILABLE Y/N?:** N **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Object 734 doesn't exist. Object 733 has $0.00 available balance as of 5/8/08. Funding to be offset be account receivable.

**FISCAL YEAR:** **ACCT. #:** 8-1202-126-30-000-012-0-000
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Due from Other Govt-Pharr-BCAP CSJ412. Available balance is $56,495.40 as of 5/8/08.

## Attachments

Link: 9225

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 08:26 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 09:52 AM | APRV |
| 3 | Veronica Lopez | Veronica Lopez | 05/08/2008 02:49 PM | APRV |
| 4 | Dale Kennan | Dale Kennan | 05/08/2008 04:19 PM | APRV |
| 5 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Laura Moya

Started On: 05/07/2008 04:25 PM

Final Approval Date: 05/09/2008

**laura.moya** 4325

**From:** Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
**Sent:** Wednesday, May 07, 2008 2:39 PM
**To:** martha.salazar@co.hidalgo.tx.us; Laura Moya
**Cc:** 'Valde'; Charlie; eralio.palacios@co.hidalgo.tx.us; 'dina trevino'; humberto.garza@co.hidalgo.tx.us
**Subject:** Agenda item request for payment 4 las haciendas
**Attachments:** Pete Vargas (agapito.vargas@co.hidalgo.tx.us).vcf; memo purchasing agenda item req for pay 4 las haciendas 07may08.pdf; pay 4 las haciendas 7may08.pdf

Please place the attached item on the agenda.
Thanks,

*Agapito Vargas, Jr.*; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us

# Hidalgo County
# Border Colonias Access Program

# MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2
Valde Guerra, Commissioner's Court Executive Officer
Humberto Garza, Chief Administrator
Eralio Palacios, HCCAP Coordinator
Charlie Contreras, Special Projects Coordinator
Yoli Cisneros, Accounts Payable
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 7 May 2008

Subject: Request Authority to pay Payment No. 4 for a 2nd Call Colonias Project – Las Haciendas CSJ: (2C1080412)

---

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday 13th May 2008.

Precinct 2 is requesting authority to pay Application for payment No.4 for the above-subject 2nd Call Colonias Project:

Las Haciendas Subdivision - $50,845.86 as recommended by project engineer, R. Gutierrez Engineering, Inc. Project contractor is TRC Utilities, Inc.

Engineer's letter of recommendation is attached.

Account Number: 8-1311-431-00-122-0-412-0-733 & 734 – Las Haciendas Subdivision

If you have any questions, please advice.
Thanks.

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

# APPLICATION FOR PMT #4

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: TRC Utilities (CONTRACTOR)
Contract: C-CAP-07-023-08-07
Project: Las Haciendas Subdivision
OWNER's Contract No. C-CAP-07-023-08-07 ENGINEER's Project No. ENG05.012e
For Work accomplished through the date of: 31-Mar-2008

| | | | |
|---|---|---|---|
| 1. | Original Contract Price: | | $ 382,121.90 |
| 2. | Net change by Change Orders and Written Agreements (+ or -): | | $ - |
| 3. | Current Contract Price (1 plus 2): | | $ 382,121.90 |
| 4. | Total completed and stored to date: | | $ 382,121.90 |
| 5. | Retainage (per Agreement): | | |
| | 10% of completed Work: | $ 38,212.19 | |
| | 10% of stored material: | $ - | |
| | Total Retainage: | | $ 38,212.19 |
| 6. | Total completed and stored to date less retainage (4 minus 5): | | $ 343,909.71 |
| 7. | Less previous Application for Payments: | | $ (293,063.85) |
| 8. | Balance to Finish: | | $ - |
| 9. | **AMOUNT DUE THIS APPLICATION (6 MINUS 7):** | | **$ 50,845.86** |

Accompanying Documentation:

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 PMT #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 14-Apr-08

TRC Utilities
CONTRACTOR

By: Laura

State of Texas
County of ~~Hidalgo~~ Hallers
Subscribed and sworn to before me this 22
day of April 2008

Notary Public
My Commission expires: 10/02/08

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 14-Apr-08

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: P.E.

BEVERLY HARTMAN
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
OCTOBER 2, 2008

**AI-9223** **18.L.1.**

# BCAP PRECINCT NO 3 - LOS VECINOS
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Laura Moya, PURCHASING DEPT.
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** CAP Pct.3

## Information

**CAPTION**

Presentation for discussion, consideration and action on a recommendation by project engineer Javier Hinojosa Engineering to award to the lowest bidder meeting all specifications for bid No CAP-08-009-04-16-LRM "Drainage Construction for Casa De Los Vecinos Subdivision" and approval of contract.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1311-431-00-123-141-0-733
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 05/08/08 $ 399,458.64.

Bid in the amount of $ 237,492.00

## Attachments

Link: 9223
Link: Bid Tab Sheet
Link: backup

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 08:22 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 09:39 AM | APRV |
| 3 | Erika Reyna | Erika Reyna | 05/08/2008 03:50 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Laura Moya Started On: 05/07/2008 04:23 PM

Final Approval Date: 05/09/2008

**laura.moya** 9223

**From:** Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
**Sent:** Monday, May 05, 2008 4:54 PM
**To:** martha.salazar@co.hidalgo.tx.us; Laura Moya
**Cc:** 'Norma Ceballos'; 'dina trevino'; 'Valde'; 'Rossana Schettino'
**Subject:** Agenda item award of contract Casa de los Vecinos
**Attachments:** Pete Vargas (agapito.vargas@co.hidalgo.tx.us).vcf; memo purchasing req agenda item award contract casa de los vecinos 5may08.pdf

Please place on agenda for 13th May 08.

*Agapito Vargas, Jr.*; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us

# Hidalgo County
# Border Colonias Access Program

# MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Jose M. Flores, Hidalgo County Precinct No.3
Valde Guerra, Commissioner's Court Executive Office
Norma Ceballos, Executive Assistant
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 5 May 2008 CAP-08-009-04-16

Subject: Recommendation for award – 2nd Call Colonias Project, Casa De Los Vecinos; CSJ: 2C1080141

Marty, Commissioner Flores is requesting to place the above-mentioned item on Commissioner's Court for Tuesday, 13th May 2008.

Precinct 3 is requesting Court approval to award contract to low bidder for the above-referenced 2nd Call Colonia Access Project. The project engineer for this project is Javier Hinojosa Engineering. The low bidder for this project is 5125 Company with a low bid of $237,492.00. There were a total of ten (10) vendors submitting bids for this project.

| | |
|---|---|
| D M Roth | IOC Company |
| 5125 Company | J.M. Construction |
| United Construction | Jimmy Closner & Sons |
| Saenz Utility Construction | Pueblo Construction |
| Valley Paving Inc. | Sascon, Inc. |

Attached is the letter of recommendation from Javier Hinojosa Engineering.

Account Numbers: 8-1311-431-00-123-141-0-733.

If you have any questions, please advice.

Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

**DEPARTMENT NAME: COLONIA ACCESS PROGRAM PROJECT - HIDALGO COUNTY PRECINCT NO. 3**

| **BID OPENING DATE: APRIL 16, 2008** | **BID OPENING TIME: 9:30 A.M.** |
|---|---|

**DESCRIPTION OF BID:** : "**ROAD & DRAINAGE CONSTRUCTION FOR CASA DE LOS VECINOS SUBDIVISION(S)" (PROJECT CARRIED BY: JAVIER HINOJOSA ENGINEERING**

**BID NO: BID NO CAP-08-008-03-26-LRM**

| RFB NO. | NAME OF COMPANY | **TOTAL BID AMOUNT FOR ROAD CONSTRUCTION** | Bid Bond/ Cashier's Check |
|---|---|---|---|
| 1 | D & M Roth | $342,774.00 | **Bid Bond** |
| 2 | 5125 Comp | $237,492.00 | **Bid Bond** |
| 3 | United Cont | $316,892.00 | **Bid Bond** |
| 4 | Saenz Utility Cont | $299,970.00 | **Bid Bond** |
| 5 | Valley Paving Inc | $247,699.20 | **Bid Bond** |
| 6 | IOC Comp | $358,008.00 | **Bid Bond** |
| 7 | JM Const | $376,048.00 | **Bid Bond** |
| 8 | Jimmy Closner & Sons | $289,146.00 | **Bid Bond** |
| 9 | Pueblo Construction | $350,098.00 | **Bid Bond** |
| 10 | Sascon Inc | $285,752.00 | **Bid Bond** |

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

DRAFT

**CONSTRUCTION CONTRACT**
**C-CAP-00-000-00-00-LRM**

This Agreement, entered into this ____ day of _____, 2008 by and between Hidalgo County (hereinafter called the "OWNER," and _____. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

**WITNESSETH**

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**CASA DE LOS VECINOS SUBDIVISION DRAINAGE IMPROVEMENTS**

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Javier Hinojosa, P.E.**, entitled the Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **120 consecutive calendar days** thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

DRAFT

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2008.

CONTRACTOR: _____
Print Name & Title: _____
Name of Firm: _____
_____
Address: _____
_____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____, 2008, by _____of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas III, County Judge

**AI-9226** **18.L.2.**

**BCAP PRECINCT NO 3**

**CC REGULAR**

**Date:** 05/13/2008

**Submitted By:** Laura Moya, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department **Purchasing only:** CAP Pct.3

## Information

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of application of payment No1 in the amount of $47,762.64 submitted by contractor Juan Mendoza Corporation dba J.M. Construction as recommended by project engineer, Javier Hinojosa Engineering in connection with contract C-CAP-07-025-11-20 HILDA SUBDIVISON.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1310-431-00-123-061-0-731

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

**BUDGETARY IMPACT:**

PO # 597012 with $75,926.20 available.

## Attachments

Link: 9226

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 10:37 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 09:54 AM | APRV |
| 3 | Veronica Lopez | Veronica Lopez | 05/08/2008 01:57 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Laura Moya Started On: 05/07/2008 04:27 PM

Final Approval Date: 05/09/2008

9226

# Hidalgo County
# Border Colonias Access Program

## MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Jose M. Flores, Hidalgo County Precinct 3
Norma Ceballos, Executive Assistant
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

Subject: Request Authority to pay Payment No. 1 for a 1st Call Colonias Projects – La Palma Subdivision and Hilda Subdivision (Ester Street) CSJ: (5020-062-21) and CSJ: (5020-061-21)

Marty, please place the above-referenced items on Commissioner's Court agenda for Tuesday 13th May 2008.

Precinct 3 is requesting authority to pay Application for payment No. 1 for the above-referenced 1st Call Colonias Projects:

La Palma Subdivision - $33,382.08 as recommended by project engineer, Javier Hinojosa Engineering. Project contractor is J. M. Construction.

Hilda Subdivision (Ester Street) - $47,762.64 as recommended by project engineer, Javier Hinojosa Engineering. Project contractor is J. M. Construction.

Engineer's letter of recommendation and other documents are attached in a separate file.

Account Number: 8-1310-431-00-123-0-062-0-731 – La Palma Subdivision
8-1310-431-00-123-0-061-0-731 – Hilda Subdivision (Ester Street)

If you have any questions, please advice.
Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

# JAVIER HINOJOSA ENGINEERING/Consulting Engineers

April 30, 2008

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

**Re: Colonia Access Program Contract No. C-CAP-07-025-11-20**
**Hilda Subdivision (Ester Street)**

Dear Commissioner Flores,

Attached please find Payment Request No. 1 for the referenced project as submitted by J.M. Construction. This invoice is for work performed through February 21, 2008. The work involved with this invoice consists of installation of culverts, barricading and preparing the street right of ways. We recommend payment of this invoice in the amount of $47,762.64. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

**JAVIER HINOJOSA ENGINEERING**

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

RECEIVED
Yolie Jackson
MAY 0 1 08
Hidalgo County
PRECINCT #2
09:20

416 E. Dove Avenue
McAllen, Texas 78504
Tel: (956) 668-1588
Fax: (956) 994-8102
javhin@rgv.rr.com

# APPLICATION FOR PAYMENT NO. 1

To: **Hidalgo County** (OWNER)

From: **Juan Mendoza Corporation dba J.M. Construction** (CONTRACTOR)

Contract: **C-CAP-07-025-11-20**

Project: **Hidalgo County Precinct No. 3 - Border Colonia Access Program – Hilda Subdivision/Ester Street**

OWNER'S Contract No. **C-CAP-07-025-11-20**

For Work Accomplished through the date of : **February 21, 2008**.

| | | |
|---|---|---|
| 1. Original Contract Price: | | $75,926.20 |
| 2. Net Change by Change Orders and Written Amendments (+ or -): | | $ 0.00 |
| 3. Current Contract Price (1 and plus 2): | | $75,069.60 |
| 4. Total complete and stored to date: | | $53,069.60 |
| 5. Retainage (per Agreement): | | |
| 10 % of completed Work: | $5,306.96 | |
| % of stored material: | $ | |
| Total Retainage: | | $ 5,306.96 |
| 6. Total complete and stored to date less retainage (4 minus 5): | | $ 47,762.64 |
| 7. Less previous Application for Payments: | | $ 0.00 |
| 8. DUE THIS APPLICATION (6 MINUS 7): | | $ 47,762.64 |

Accompanying Documentation:

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 1 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 4-29-08

By: Juan Mendoza, President
**Juan Mendoza Corporation dba J.M. Construction**

State of **Texas**
County of **Hidalgo**
Subscribed and sworn to before me this 29th day of April, 2008

CLAUDIA N. YBARRA
My Commission Expires
March 23, 2012

Claudia N. Ybarra
Notary Public
My Commission expires: 3-23-2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 4/30/08

By: Javier Hinojosa, P.E.
**JAVIER HINOJOSA ENGINEERING**

INVOICE RECEIVED BY:
Dale ON 5/01/08
GOODS/SERVICES RECEIVED BY:
Rogelio Vargas ON 5/2/08

**AI-9227** **18.L.3.**

# BCAP PRECINCT NO 3 - LA PALMA
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Laura Moya, PURCHASING DEPT.
**Department:** PURCHASING DEPT.

**Agenda Area:** Purchasing Department **Purchasing only:** CAP Pct.3

## Information

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of application of payment No 1 in the amount of $33,382.08 as submitted by contractor, Juan Mendoza Corporation dba J.M. Construction and as recommended by project engineer, Javier Hinojosa Engineering in connection with contract C-CAP-07-026-11-20 LA PALMA SUBDIVISION.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1310-431-00-123-062-0-731
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO # 597012 with $76,585.40 available.

## Attachments

Link: 9227

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 10:39 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 09:59 AM | APRV |
| 3 | Veronica Lopez | Veronica Lopez | 05/08/2008 01:42 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Laura Moya — Started On: 05/07/2008 04:28 PM

Final Approval Date: 05/09/2008

# Hidalgo County
# Border Colonias Access Program

## MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Jose M. Flores, Hidalgo County Precinct 3
Norma Ceballos, Executive Assistant
Rosanna Schettino, HCCAP Auditor
Dina Trevino, Budget Office
HCCAP County Wide Files

Subject: Request Authority to pay Payment No. 1 for a 1st Call Colonias Projects – La Palma Subdivision and Hilda Subdivision (Ester Street) CSJ: (5020-062-21) and CSJ: (5020-061-21)

Marty, please place the above-referenced items on Commissioner's Court agenda for Tuesday 13th May 2008.

Precinct 3 is requesting authority to pay Application for payment No. 1 for the above-referenced 1st Call Colonias Projects:

La Palma Subdivision - $33,382.08 as recommended by project engineer, Javier Hinojosa Engineering. Project contractor is J. M. Construction.

Hilda Subdivision (Ester Street) - $47,762.64 as recommended by project engineer, Javier Hinojosa Engineering. Project contractor is J. M. Construction.

Engineer's letter of recommendation and other documents are attached in a separate file.

Account Number: 8-1310-431-00-123-0-062-0-731 – La Palma Subdivision
8-1310-431-00-123-0-061-0-731 – Hilda Subdivision (Ester Street)

If you have any questions, please advice.
Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

# JAVIER HINOJOSA ENGINEERING/Consulting Engineers

April 30, 2008

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

**Re: Colonia Access Program Contract No. C-CAP-07-026-11-20**
**La Palma Subdivision (Farmosa Avenue & Datil Avenue)**

Dear Commissioner Flores,

Attached please find Payment Request No. 1 for the referenced project as submitted by J.M. Construction. This invoice is for work performed through February 21, 2008. The work involved with this invoice consists of installation of culverts, barricading and preparing the street right of ways. We recommend payment of this invoice in the amount of $33,382.08. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

**JAVIER HINOJOSA ENGINEERING**

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

RECEIVED
Yoke Jackson
MAY 0 1 '08
Hidalgo County
PRECINCT #2
9:20Am

S:\Office Documents\JHE2008\LETTERS-2008\PAYMENT REQUEST\LA PALMA SUBD\Flores-Joe-M-04-30-08.doc

416 E. Dove Avenue
McAllen, Texas 78504
Tel: (956) 668-1588
Fax: (956) 994-8102
javhin@rgv.rr.com

# APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County (OWNER)

From: Juan Mendoza Corporation dba J.M. Construction (CONTRACTOR)

Contract: C-CAP-07-026-11-20

Project: Hidalgo County Precinct No. 3 - Border Colonia Access Program – La Palma Subdivision

OWNER'S Contract No. C-CAP-07-026-11-20

For Work Accomplished through the date of : February 21, 2008.

| | | |
|---|---|---|
| 1. Original Contract Price: | | $76,585.40 |
| 2. Net Change by Change Orders and Written Amendments (+ or -): | | $ 0.00 |
| 3. Current Contract Price (1 and plus 2): | | $76,585.40 |
| 4. Total complete and stored to date: | | $37,091.20 |
| 5. Retainage (per Agreement): | | |
| 10 % of completed Work: | $3,709.12 | |
| % of stored material: | $ | |
| Total Retainage: | | $ 3,709.12 |
| 6. Total complete and stored to date less retainage (4 minus 5): | | $ 33,382.08 |
| 7. Less previous Application for Payments: | | $ 0.00 |
| 8. DUE THIS APPLICATION (6 MINUS 7): | | $ 33,382.08 |

Accompanying Documentation:

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 1 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 4-29-08

By: Juan Mendoza, President
**Juan Mendoza Corporation dba J.M. Construction**

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 29th day of April, 2008

Claudia N. Ybarra
Notary Public
My Commission expires: 3-23-2012

CLAUDIA N. YBARRA
My Commission Expires
March 23, 2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 4/30/08

By: Javier Hinojosa, P.E.
JAVIER HINOJOSA ENGINEERING

INVOICE RECEIVED BY:
ON 5/01/08

GOODS/SERVICES RECEIVED BY:
ON 5/2/08

**AI-9269** **18.L.4.**

# BCAP PCT #3 - NORTH CROSS AMENDMENT
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Laura Moya, PURCHASING DEPT.
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** CAP Pct.3

## Information

**CAPTION**

Presentation for consideration, discussion, acceptance, and approval of an "Amendment" to the current construction contract, between Hidalgo County and ASAGO L.L.C. d/b/a ASAGO CONSTRUCTION (C-08-006-03-06) for Construction of North Cross Subdivision to reflect the correct contract amount of $108,466.25.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1311-431-00-123-498-1-733
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**
**BUDGETARY IMPACT:**

## Attachments

Link: AMDMT

## Form Routing/Status

Form Started By: Laura Moya Started On: 05/09/2008 03:20 PM
Final Approval Date: 05/09/2008

**STATE OF TEXAS** '
'
**COUNTY OF HIDALGO** '

**AMENDMENT TO CONSTRUCTION CONTRACT**
**C-CAP-08-006-03-06 LRM BETWEEN HIDALGO COUNTY AND**
**ASAGO L.L.C. d/b/a ASAGO CONSTRUCTION**

This AMENDMENT to the contract between Asago L.L.C. dba Asago Construction, (the "Contractor") and **HIDALGO COUNTY** (the "County"), effective the _____ day of _____2008, is made between the Contractor and the County (the "Amendment"), as follows:

**WHEREAS**, Contractor and County entered into a Contract on March 6, 2008 (the "Contract") in which the Contractor agreed to commence and complete construction described as the "Road & Drainage Construction of North Cross Subdivision", a Hidalgo County Border Colonia Access Project (the "Work");

**WHEREAS**, due to mistake or error the parties misstated in the Contact the amount payable to Contractor for the Work and the parties now desire to amend the Contract to reflect the amount originally agreed to and approved by the Hidalgo County Commissioners Court on March 6, 2008;

**NOW THEREFORE**, for and in consideration of the tasks performed by Contractor and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Contractor and County hereby agree to the following Amendment to the Contract:

1. The amount of One Hundred and Seven Thousand Two Hundred and Seventy-Eight Dollars and 25/100ths ($107,278.25) payable to the Contractor by County as stated in the Contract in the third paragraph is hereby deleted and the following amount is substituted in lieu thereof:

   One Hundred and Eight Thousand Four Hundred and Sixty-Six Dollars and 25/100$^{th}$ ($108,466.25).

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Contractor 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**

_____
J.D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

**ASAGO L.L.C.**
**dba ASAGO CONSTRUCTION**

_____
Title: _____

Approved as to Form:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

**AI-9160** **18.M.1.**

## Police binoculars & Night Vision Googles
## CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Matilde Faz, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Sheriff's Office

### Information

**CAPTION**

Requesting authority to purchase of equipment through our membership/participation with NaCo's U.S. Communities Purchasing Program's awarded vendor- Hagemeyer North America, Inc. for the following items:
A. Requisition #131553:
1. (8 each) steiner 10x50 police binoculars st64 @ $379.00/ea. total amount of $3,032.00;
2. (3 each) whelen flatliners visor led red/blue/with velcro strap @ $250.00/ea. total amount of $750.00;
3. (6 each) bose qc acoustic noise canceling headphones w/charger @480.56/ea. total amount of $2,883.36;
4. (3 each) custom rechargeable lithium ion battery for qc3 @ $80.48/ea. total amount of $241.44 (8-1284-421-00-280-037-8-664)

B. Requisition # 131554:
1. (2 each) night vision goggles @ $3,367.20/ea. total amount of $6,734.40;
2. (2 each) garmin 496 gps 496-001 @ $3,179.32/ea. total amount of $6,358.64;
3. (4 each) bose aviation head set w/coil cord, battery powered @ $1,478.64/ea. total amount $5,914.56 (8-1284-421-00-280-037-8-748)

**BACKGROUND**

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 81284421002800378664
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

$13,000 available balance as of 05/09/08

**FISCAL YEAR:** 2008 **ACCT. #:** 81284421002800378748
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

$33,000 available balance as of 05/09/08.

## Attachments

Link: Binoculars & Night Vision Goggles

Link: Vision Goggles

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 05:35 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 07:57 AM | APRV |
| 3 | Rey Salazar | Rey Salazar | 05/09/2008 10:00 AM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Matilde Faz  Started On: 05/05/2008 10:11 AM

Final Approval Date: 05/09/2008

# Requisition

# SHERIFF'S LAW ENFORMENT FACILITY

Req # 00131553

PO #

Date: 04/30/08

Regular
#9160
5/13/08

**Bill To:** x
x

**Vendor :** 349879
HAGEMEYER NORTH AMERICA, INC
11680 GREAT OAKS WAY
ALPHARETTA GA 30022

**Ship To:** SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

**Contact:** G.TIJERINA
956-393-6013

**Contract No:** RQ-06-814063-10A

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 8 | EACH | STEINER 10X50 POLICE BINOCULARS ST64 | 379.00 | 3,032.00 |
| 3 | EACH | WHELEN FLATLINER VISOR LED RED/BLUE W/VELCRO STRAP FIIEDRV | 250.00 | 750.00 |
| 6 | EACH | BOSE QC3 ACOUSTIC NOICE CANCELING HEADPHONES W/CHARGER | 480.56 | 2,883.36 |
| 3 | EACH | CUSTOM RECHARGABLE LITHIUM ION BATTERY FOR QC3 | 80.48 | 241.44 |
| | | Account No | Encumbrance | |
| | | 8-1284-421-00-280-037-8-664 | 6,906.80 | |
| | | | Freight | .00 |
| | | | Total | 6,906.80 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

PAGE 02/03
BUDGET OFFICE
05/05/2008 16:08 3936027

Req # 13152

# HAGEMEYER

Government Purchasing Solutions Since 1960

Remit To:
Hagemeyer NA
PO Box 404753
Atlanta GA 30384-4753

| | |
|---|---|
| Agency: | Hidalgo Sheriff's Dept |
| Attention: | LT Ozuna |
| Address: | |
| | |
| | |
| Phone: | 956-383-8114 |
| Fax: | 956-393-6027 |
| Email: | rozuna@hidalgoso.org |
| Project: | |

## US Communities Quotation

RQ06-814063-10A

| | |
|---|---|
| Date: | 4/30/2008 |
| Order # | |
| Order Date: | |
| Promise Date: | |
| HAG REF # : | |

| Item # | Qty | Part # | | Description | Unit Price | Unit | Extended |
|---|---|---|---|---|---|---|---|
| 1 | 8 | | * | Steiner 10 x 50 Police Binoculars ST64 | $379.00 | ea | $3,032.00 |
| 2 | 3 | | * | Whelan flatliner visor LED red/blue w/velcro strap FIIEDRV | $250.00 | ea | $750.00 |
| 3 | 2 | | | ITT NQPVS14 Night Vision Goggles | $3,367.20 | pr | $6,734.40 |
| 4 | 2 | | | Garmin 496 GPS 496-001 | $3,179.32 | ea | $6,358.64 |
| 5 | 6 | | * | Bose Qc3 acoustic noise canceling headphones w/charger | $480.56 | ea | $2,883.36 |
| 6 | 3 | | * | Custom rechargeable lithium ion battery for Qc3 | $80.48 | ea | $241.44 |
| 7 | 4 | | | Bose Aviation head set w/coil cord,battery powered dynamic U174 Micro single plug connection | $1,478.64 | ea | $5,914.56 |
| | | | | THIS PRICING APPLIES TO REGISTERED US COMMUNITIES PARTICIPANTS ONLY. www.uscommunities.org | | | |
| | | | | SHIPPING WITHIN CONTINENTAL US INCLUDED IN PRICING | | | |

Roger Dominguez
915-630-4731
rdominguez@hagemeyerna.com

Prices subject to change without notice unless otherwise stated.
No Federal, State or Municipal taxes included unless definitely specified.
All orders subject to credit department approval.
$0.00

| | |
|---|---|
| Sub Total | $25,914.40 |
| Grand Total | $25,914.40 |



# Requisition

# SHERIFF'S LAW ENFORMENT FACILITY

Req # 00131554
PO #
Date: 04/30/08

Regular # 9160 5/13/08

**Bill To:** x
x

**Vendor :** 349879
HAGEMEYER NORTH AMERICA, INC
11680 GREAT OAKS WAY
ALPHARETTA GA 30022

**Ship To:** SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

**Contact:** G.TIJERINA
956-393-6013

**Contract No:** RQ-06-814063-10A

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 2 | | ITT NQPVS14 NIGHT VISION GOOGLES | 3,367.20 | 6,734.40 |
| 2 | EACH | GARMIN 496 GPS 496-001 | 3,179.32 | 6,358.64 |
| 4 | EACH | BOSE AVIATION HEAD SET W/COIL CORD, BATTERY POWERED DYNAMIC U174 MICRO SINGLE PLUG CONNECTION | 1,478.64 | 5,914.56 |
| | | Account No | Encumbrance | |
| | | 8-1284-421-00-280-037-8-748 | 19,007.60 | |
| | | | Freight | .00 |
| | | | Total | 19,007.60 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

# 48218
48219
48220
48221
48222
48223
48224
48225

VS Commissioners

**Authorized By:** _____

PAGE 03/03
BUDGET OFFICE
3936027
05/05/2008 16:08

# HAGEMEYER

Government Purchasers Saving You Money

Remit To:
Hagemeyer NA
PO Box 404753
Atlanta GA 30384-4753

| | |
|---|---|
| Agency: | Hidalgo Sheriff's Dept |
| Attention: | LT Ozuna |
| Address: | |
| | |
| | |
| Phone: | 956-383-8114 |
| Fax: | 956-393-6027 |
| Email: | rozuna@hidalgoso.org |
| Project: | |

Report 13154

## US Communities Quotation

RQ06-814063-10A

| | |
|---|---|
| Date: | 4/30/2008 |
| Order # | |
| Order Date: | |
| Promise Date: | |
| HAG REF # : | |

| Item # | Qty | Part # | | Description | Unit Price | Unit | Extended |
|---|---|---|---|---|---|---|---|
| 1 | 8 | | | Steiner 10 x 50 Police Binoculars ST64 | $379.00 | ea | $3,032.00 |
| 2 | 3 | | | Whelan flatliner visor LED red/blue w/velcro strap FIIEDRV | $250.00 | ea | $750.00 |
| 3 | 2 | | * | ITT NQPVS14 Night Vision Goggles | $3,367.20 | pr | $6,734.40 |
| 4 | 2 | | * | Garmin 496 GPS 496-001 | $3,179.32 | ea | $6,358.64 |
| 5 | 6 | 148 | | Bose Qc3 acoustic noise canceling headphones w/charger | $480.56 | ea | $2,883.36 |
| 6 | 3 | | | Custom rechargeable lithium ion battery for Qc3 | $80.48 | ea | $241.44 |
| 7 | 4 | | * | Bose Aviation head set w/coil cord,battery powered dynamic U174 Micro single plug connection | $1,478.64 | ea | $5,914.56 |

THIS PRICING APPLIES TO REGISTERED US COMMUNITIES PARTICIPANTS ONLY.
www.uscommunities.org
SHIPPING WITHIN CONTINENTAL US INCLUDED IN PRICING

**Roger Dominguez**
915-630-4731
rdominguez@hagemeyerna.com

Prices subject to change without notice unless otherwise stated.
No Federal, State or Municipal taxes included unless definitely specified.
All orders subject to credit department approval.
$0.00

| | |
|---|---|
| Sub Total | $25,914.40 |
| Grand Total | $25,914.40 |

**AI-9174** **18.M.2.**

# Panasonic Toughbook
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Matilde Faz, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Sheriff's Office

## Information

**CAPTION**

Requesting authority to purchase computer equipment and/or peripherals through our membership/participation with (DIR) Department Information Resource with Workhorse Public Sector Technology DIR-SDD-525 requisition #131619 for the total amount of $14,163.96 (8-1284-421-00-280-037-8-745)

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 81284421002800378745
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

$26,429.57 available balance as of 05/09/08.

## Attachments

Link: Panasonic Toughbook

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 07:44 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 08:19 AM | APRV |
| 3 | Rey Salazar | Rey Salazar | 05/09/2008 10:04 AM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Matilde Faz Started On: 05/06/2008 10:14 AM

Final Approval Date: 05/09/2008

# Requisition

## SHERIFF'S LAW ENFORMENT FACILITY

Req # 00131619

PO #

Date: 04/30/08

Regular # 9174 5/13/08

**Bill To:** x
x

**Vendor :** 347825
WORKHORSE PUBLIC SECTOR TECHNOLOGY L
403 POWER HOUSE ST. #312
MCKINNEY TX 75071
FAX (469)952-3501

**Ship To:** SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

**Contact:** G.TIJERINA
956-393-6013

**Contract No:** DIR-SDD-525

**Special Instructions:** exp. 5/13/08

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 4 | EACH | PANASONIC CF-74 TOUGHBOOK(CF-74GCDADBM) | 2,800.16 | 11,200.64 |
| 4 | EACH | LIN ADAPTER (PA1580-1745) | 100.76 | 403.04 |
| 4 | EACH | CRUCIAL 1GB RAM (CT570404) | 20.99 | 83.96 |
| 4 | EACH | PANASONIC NOT FAULT WARRANTY 3 YR (CF-SVCLTNF3Y) | 210.00 | 840.00 |
| 4 | EACH | PANASONIC BATTERY (CF-VZSU43AU) | 167.16 | 668.64 |
| 4 | EACH | PANASONIC BATTERY CHARGER (CF-VCBTB1W) | 167.16 | 668.64 |
| 4 | EACH | PANASONIC UNIVERSAL CASE (COMUNIV-P | 74.76 | 299.04 |
| | | Account No | Encumbrance | |
| | | 8-1284-421-00-280-037-8-745 | 14,163.96 | |
| | | | Freight | .00 |
| | | | Total | 14,163.96 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

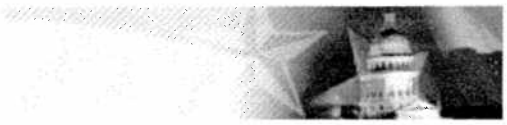
Asset # # 48214 # 48215 # 48216 # 48217

(Computer equipment to be issued to Investigators (DEA & Investigators)

Req. CC 8/14/07

**Authorized By:** _____

State of Texas
Department of Information Resources
Leadership for Texas Government Technology





**DIR Store - Products and Services**

- Buyer Alerts
- Overview
- Go DIRect Program
- Customer Eligibility
- Customer FAQs
- Vendor FAQs

**Related Information**

- Current Contracting Initiatives

**Search DIR**

Enter text here

Search

Advanced Search

# Go DIRect

## *for Panasonic and Workhorse Computers and Related Services*

Workhorse Public Sector Technology LLC, Vendor ID 120-453-2878-300, offers Panasonic and Workhorse computers and related services to Texas governmental and public educational entities at discounted prices through DIR's Go DIRect Program.

## Pricing and Contact Information

- For product and pricing information or a quote, contact Jill Henson or visit the Workhorse website..
- For additional information call the vendor representative at 469-952-3500.

## How to Order

- Generate a purchase order, made payable to **Workhorse Public Sector Technology LLC**.
  **Note:** You must reference **Contract Number DIR-SDD-525** on your purchase order.
- Fax your purchase order to 469-952-3501 or mail to:
  Workhorse
  401 Power House Street
  McKinney, Texas 75071

## Contract Information

To view the PDF files below, use the free Adobe Acrobat Reader.

Contract DIR-SDD-525, expires 05/03/2008 (33 KB)
Appendix A, Standard Terms and Conditions (166 KB)
Appendix B, HUB Subcontracting Plan (81 KB)
Appendix C, Product and Pricing Index (10 KB)

## Contacts

**Product Information**

5/03/09
Verified
5/6/09 @
Brian Beck
DIR

Jill Henson
Phone: 469-952-3500
Fax: 469-952-3501

**DIR Customer Service**
Phone: 800-464-1215 or 512-305-9713

**DIR Contract Information**
Brian Bell
Phone: 512-475-4903

**Department of Information Resources**
300 West 15th St., Suite 1300
Austin, TX 78701 (Map & Directions)
1-512-475-4700



Last updated December 5, 2007



# Workhorse®

**Hidalgo County Sheriff's Office - DIR**
**Ever Ochoa**
***Quote QJH10529 - 3/12/2008***
**$8132.70**

| | | |
|---|---|---|
| **Qty 2 - Panasonic CF-19 Toughbook – Model CF-19FHGAXAM** Touchscreen PC, Core 2 Duo U7500/1.06GHz, 1GB RAM, 80GB, 802.11a/b/g, Bluetooth, XP Pro, 10.4" TFT | $ 3049.16 ea | $ 6098.32 |
| **Qty 2 – Lind Adapter – Model PA1555-855** | $ 83.96 ea | $ 167.92 |
| **Qty 2 – Crucial 1GB RAM – Model CT885537** | $ 20.99 ea | $ 41.98 |
| **Qty 2 – Panasonic Not Fault Warranty 3yr – CF-SVCLTNF3Y** | $ 210.00 ea | $ 420.00 |
| **Qty 2 – Panasonic Battery – Model CF-VZSU48U** | $ 133.56 ea | $ 267.12 |
| **Qty 2 – Panasonic Battery Charger – Model CF-VCBTB1W** | $ 167.16 ea | $ 334.32 |
| **Qty 2 – Panasonic Universal Case – Model COMUNIV-P** | $ 74.76 ea | $ 149.52 |
| **Qty 2 – Panasonic External CDRW-DVD Combo – CF-VDRRT3U** | $ 326.76 ea | $ 653.52 |

***** Please note that Panasonic does not have a customer –satisfaction return policy. Many models are custom configured and are non-returnable. Please make sure that the model you are ordering meets all required specifications before ordering the product. Panasonic will not accept returns on models after the box is opened and the unit is turned on.**

Name Title (if applicable)

Call (888)971-6444 or write to Workhorse Conditions PO Box 167, Clovis, NM 88101 for a free copy of applicable limited warranties and service agreements. Services may be provided by third parties. An authorized representative will determine the method of service provided. You may be required to take or send your product to an authorized location for service. If you purchased on-site service, it will be provided only if an authorized representative determines it is necessary because your problem cannot be corrected through other means. On-site service is not available in all locations and excludes mice, keyboards, docking stations, external peripherals and monitors. See agreements for specific terms and limitations. Quote Good for 7 Days from Issuance for all Workhorse systems. 1 day for third party merchandise unless otherwise noted.

IF TAX EXEMPT, CERTIFICATE MUST BE PROVIDED AT TIME OF PURCHASE. Workhorse PC, Inc. cannot be responsible for omissions and/or errors in typography. Estimated ship date is based upon approved credit. Workhorse's money-back policy does not include original or return shipping and handling charges (if applicable), applies only to Products purchased directly from Workhorse, and begins from date of shipment. All returns require prior authorization by Workhorse and are subject to a 15% restocking fee. By signing this agreement, you agree to purchase the Products listed above. You further understand and agree that this purchase will be controlled by Workhorse's Terms and Conditions of Sale document, and that the Workhorse Products will be covered by their applicable Workhorse Limited Warranties. Finally, by signing this agreement you confirm that you have the authority to bind yourself or (if applicable) your company or purchasing entity to these terms and conditions.

Shipping and Handling charges are not included in price unless specified.

**Toll Free: (866)971-6444**

**AI-9177** **18.M.3.**

## Computer Purchases
## CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Matilde Faz, PURCHASING DEPT.
**Submitted For:** Marty Salazar
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Sheriff's Office

### Information

**CAPTION**

Requesting authority to purchase computer equipment and/or peripherals through our membership/participation with (DIR) Department of Information Resource with Reyna Enterprises, Inc. DBA CRC DIR-SDD-223 requisition # 131612 in the total amount of $13,452.00 (81100421002800010745)

**BACKGROUND**

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 81100421002800010745
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

$61,400 available balance as of 05/09/08.

### Attachments

Link: Computer Purchases

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 07:49 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 08:25 AM | APRV |
| 3 | Rey Salazar | Rey Salazar | 05/09/2008 11:10 AM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Matilde Faz Started On: 05/06/2008 02:22 PM

Final Approval Date: 05/09/2008

# Requisition

## SHERIFF'S LAW ENFORMENT FACILITY

Req # 00131612
PO #
Date: 04/30/08

Regular 5/13/08 #9177

**Bill To:** x
x

**Vendor :** 264563
REYNA ENTERPRISES, INC DBA CRC
131 EAST PECAN
MCALLEN TX 78501

**Ship To:** SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

**Contact:** G.TIJERINA
956-393-6013

**Contract No:** DIR-SDD-223

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 12 | | HP COMPAQ BUSINESS DESKTOP<br>DC 7800 - USDT - 1 X CORE 2<br>DVD+RW (+-R DL) DVD-RAM<br>GMA 3100 - GIGABIT | 740.00 | 8,880.00 |
| | | (ITEM# KA379UA#A) | | |
| 12 | | HP FLAT PANEL SPEAKER BAR (EE418AA BA) | 32.00 | 384.00 |
| 12 | | HP L1908W - FLAT PANEL DISPLAY<br>TFT -9" WIDESCREEN-1440X900<br>60HZ-300CD/M2-1000:1-5MS-0.2 | 205.00 | 2,460.00 |
| | | ITEM# GP536A8#ABA | | |
| 12 | | APC BACK-UPS ES-8-OUTLET<br>650VA 120V UPS | 73.00 | 876.00 |
| | | ITEM# BE650R | | |
| 12 | | HP COMPAQ DC 7800 SERIES<br>INTEGRATED WORK CENTER STAND | 71.00 | 852.00 |
| | | ITEM# GN783AA | | |
| | | Account No | Encumbrance | |
| | | 8-1100-421-00-280-001-0-745 | 13,452.00 | |
| | | | Freight | .00 |
| | | | Total | 13,452.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | Computer equip<br>Command staff & administrators | | |

**Authorized By:** _____

# Requisition

## SHERIFF'S LAW ENFORMENT FACILITY

Req # 00131612

PO #

Date: 04/30/08

Rigoberto 5/13/08 #91177

**Bill To:** x
x

**Vendor :** 264563
[illegible]
131 EAST PECAN
MCALLEN TX 78501

**Ship To:** SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

**Contact:** G.TIJERINA
956-393-6013

**Contract No:** DIR-SDD-223

Special Instructions:

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 12 | | HP COMPAQ BUSINESS DESKTOP<br>DC 7800 - USDT - 1 X CORE 2<br>DVD+RW (+-R DL) DVD-RAM<br>GMA 3100 - GIGABIT | 740.00 | 8,880.00 |
| | | (ITEM# KA379UA#A) | | |
| 12 | | HP FLAT PANEL SPEAKER BAR (EE418AA BA) | 32.00 | 384.00 |
| 12 | | HP L1908W - FLAT PANEL DISPLAY<br>TFT -8" WIDESCREEN-1440X900<br>60HZ-300CD/M2-1000:1-5MS-0.2 | 205.00 | 2,460.00 |
| | | ITEM# GF536A8#ABA | | |
| 12 | | APC BACK-UPS ES-8-OUTLET<br>650VA 120V UPS | 73.00 | 876.00 |
| | | ITEM# BE650R | | |
| 12 | | HP COMPAQ DC 7800 SERIES<br>INTEGRATED WORK CENTER STAND | 71.00 | 852.00 |
| | | ITEM# CN783AA | | |
| | | Account No | Encumbrance | |
| | | 8-1100-421-00-280-001-0-745 | 13,452.00 | |
| | | # 48231 # 48235 # 48239<br># 48232 # 48236 # 48240<br># 48233 # 48237 # 48241<br># 48234 # 48238 # 48242 | Freight | .00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | Total | 13,452.00 |

**Authorized By:** _____

Rec'd 1/31/12

131 EAST PECAN BLVD • MCALLEN, TX • 78501
PHONE: (956) 631-2321 • FAX: (956) 631-4696
E-MAIL: DREYNA@CRC-COMPUTERS.COM
H.T.P. - WWW.CRC-COMPUTERS.COM

Quote #
041408D2

**April 15, 2008**

Hidalgo County Sheriffs Department
Edinburg, TX 78539

At: Javier Chapa

SUBJECT: Quote on Desktop and Options

Javier, the following contains the prices for computers and options you requested. Prices quoted from Texas DIR-SDD- 223 contract.

| | | | | |
|---|---|---|---|---|
| 12 | **KA379UA#A** | HP Compaq Business Desktop dc7800 - USDT - 1 x Core 2 Duo E6750 / 2.66 GHz - RAM 2 GB - HDD 1 x 80 GB - DVD+RW (+R DL) / DVD-RAM - GMA 3100 - Gigabit Ethernet - Vista Business | $ 740.00 | $8,880.00 |
| 12 | **EE418AA BA** | HP Flat Panel Speaker Bar | $ 32.00 | $ 384.00 |
| 12 | **GP536A8#ABA** | HP L1908w - Flat panel display - TFT - 19" - widescreen - 1440 x 900 / 60 Hz - 300 cd/m2 - 1000:1 - 5 ms - 0.285 mm - VGA - Smart Buy | $ 205.00 | $ 2,460.00 |
| 12 | **BE650R** | APC Back-UPS ES 8-outlet 650VA 120V UPS | $ 73.00 | $876.00 |
| 12 | **GN783AA** | HP Compaq dc7800 Series Integrated Work Center Stand | $ 71.00 | $ 852.00 |
| | | | | |
| | | **Total** | | **$ 13,452.00** |
| | | **Tax** | | **Exempt** |
| | | **Amount Total** | | **$ 13,452.00** |
| | | | | |

Locally owned and operated with local warranty support for your HP products.

Sincerely,

Daniel Reyna

business partner

**AI-9163** **18.N.2.**

# Fuel Credit Card Policy
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Ramon Vela, PURCHASING DEPT.
**Submitted For:** Ramon Vela
**Department:** PURCHASING DEPT.
**Agenda Area:** Purchasing Department **Purchasing only:** Co. Wide

## Information

**CAPTION**

Pursuant to the newly adopted "Fuel Credit Card Use Policy" reqesting discussion, consideration, and action on a request:
A) Hidalgo County Constable Precinct 3, Lazaro "Larry" Gallardo, Jr. to increase limits from $500.00 to $750.00/month/vehicle and to increase from two (2) fill-ups/day/vehicle to four(4) fill- ups /day/vehicle.
B) Hidalgo County Health Department, Eduardo Olivarez, Cheif Administrative Officer, to increase limit from $500.00 to $800.00/month/vehicle.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-421-00-293-001-0-682
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 5-8-08 $40,156.56.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-441-00-340-001-0-682
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 5-8-08 $2,444.48.

## Attachments

Link: Letter from Constable Pct #3

Link: Letter from Health Dept.

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Purchasing Department | Marty Salazar | 05/07/2008 05:38 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 02:27 PM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 05/08/2008 03:21 PM | APRV |

| | | | |
|---|---|---|---|
| 4 | Auditor's Office | 05/09/2008 05:13 PM | NEW |
| Form Started By: Ramon Vela | | Started On: 05/05/2008 02:34 PM | |
| Final Approval Date: 05/09/2008 | | | |

# CONSTABLE PRECINCT 3

LAZARO "LARRY" GALLARDO, JR.

April 24, 2008

Martha Salazar
Hidalgo County Purchasing Agent
2802 South Business Highway 281
Edinburg, Texas 78539

RE: Comdata Fuel Credit Card Increase

Dear Ms. Salazar,

I am requesting an increase in the monthly amount of fuel allotted to our department. We currently have a $500.00 per month per unit policy. We are asking that the limit be increased to $750.00 per month per unit. Our department already has a two fill-up per unit per day policy, but we are needing to increase that limit to four fill-ups per unit per day. The extra fill-ups will be used when Mental Health patients need to be transported out of county. Cases like this don't happen often, but we need to be prepared when they do arise. If there are any questions regarding this matter, please feel free to contact my office. Your prompt attention in this matter is greatly appreciated.

Sincerely,

Lazaro Gallardo Jr.

Lazaro Gallardo, Jr.

Lg/rc

RECEIVED
MAY 02 2008
By 2:41 pm

RECEIVED
2008

Office: (956) 519-4246 • Fax: (956) 519-4245
730 N. Breyfogle Suite B • Mission, Texas 78572

**Hidalgo County Health and Human Services Department**

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

Ivan Melendez, M.D., M.B.A.
[illegible]

Eduardo Olivarez
[illegible]

April 29, 2008

# MEMORANDUM

To: Valde Guerra, Executive Officer, Commissioners Court

From: Eduardo Olivarez, Chief Administrative Officer EO

RE: Comdata Fuel Card Credit Increase

---

We are requesting authorization to increase the monthly fuel limit for the Animal Control Officers and Vector Control Officers. Due to price increase and the size of the county we exceed the limit. We would like to increase from $500.00 to $800.00 monthly limit for the following vehicles:

| ***Vehicle Card #'s*** | ***Unit #'s*** | ***Unit Purpose***: |
|---|---|---|
| 749323 | HD-05 | Vector Control/Animal Control |
| 884973 | HD-23 | Vector Control/Animal Control |
| 896881 | HD-25 | Vector Control/Animal Control |
| 896880 | HD-26 | Animal Control |
| 896879 | HD-28 | Animal Control |
| 898979 | HD-29 | Animal Control |
| 1025275 | HD-41 | Animal Control |

If you need additional information please contact me.

Your consideration is greatly appreciated.

RECEIVED
APR 30 2008
By 4:30 pm

**AI-9186** **19.A.**

# Precinct No. 1 Interdept transfer fund 1315 from FM 493 to CR 684 CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Budget and Management

## Information

### CAPTION

Precinct No. 1:
Approval of 2008 interdepartmental transfer from TXDOT - FM 493 (fund 1315, program no. 043) to TXDOT - CR 684 (fund 1315, program no. 032) in the amount of $10,000.00.

### BACKGROUND

To cover legal fees expenses for Atlas & Hall in relation to the TXDOT - CR 684 project for Pct. 1. A memo dated 5-7-08 was sent by Pct. 1 to DBM making transfer request.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1315-431-X0-121-0XX-0-XXX
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

8-1315-431-00-121-043-0-841 --> 8-1315-431-30-121-032-0-711 $10,000.00; Avaialble Balance as of 5-7-08 $190,650.63.

Object code 711 for CR 684 project was provided by Lupita Garza from Auditor's office as per Noe Montez from Pct. 1.

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1315-431-00-121-043-0-841
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

$190,650.63 available balance as of 05/09/08.

## Attachments

Link: Pct. 1 TXDOT transfer

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Ivan Cantu (Originator) | Ivan Cantu | 05/07/2008 10:45 AM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/07/2008 11:25 AM | APRV |
| 3 | Rey Salazar | Rey Salazar | 05/09/2008 11:24 AM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Ivan Cantu

Started On: 05/07/2008 10:15 AM

Final Approval Date: 05/09/2008

**DATE:** May 7, 2008

**DEPARTMENT HEAD:** Valde Guerra

**2008**
**Transfer**

**DEPARTMENT NAME:** Dept of Budget & Management for TXDOT Fund -Pct. 1

**ACCOUNT NUMBER:** 8-1315-431-00-121-0XX-0- XXX

**CONTACT PERSON:** Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE / DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| FROM | | | |
| 8-1315-431-00-121-043-0- 841 | TXDOT-FM 493- | AID TO GOVT AGENCY | (10,000.00) |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TO | | | |
| 8-1315-431-30-121-032-0- 711 | TXDOT-CR684- | ROW | 10,000.00 |
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| | | | |
| | | | |
| | | | |
| TOTAL BUDGET INCREASE (DECREASE) | | | 0.00 |

**REASON:**

**To fund legal fees expenditures made for Atlas & Hall in relation to the TXDOT CR 684 project.**

**SIGNATURE**

**COMMISSIONERS COURT**

**DATE**

**ATTEST, COUNTY CLERK**

**AI-9162** **19.B.**

**Interdept. Transfer**

**CC REGULAR**

**Date:** 05/13/2008
**Submitted By:** Veronica Lopez, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT

## Information

**CAPTION**

Elections Department:
Approval of 2008 interdepartmental transfer from County Wide Administration - Contingency to Elections Department (1100) in the amount of $69,703.40. (To fund overtime & elections workers)

**BACKGROUND**

Transfer needed to cover negative balance in object codes 123 & 131.

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-41X-00-1XX-00X-0-XXX
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

8-1100-415-00-115-002-0-899 --> 8-1100-414-00-130-001-0-123 & 131 in the amounts of $69,338.91 & $364.49, respectively.

Available Balance as of 5-7-08 $160,042.71.

## Attachments

Link: AI- 9162

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/06/2008 03:06 PM | APRV |
| 2 | Veronica Lopez | Veronica Lopez | 05/06/2008 03:24 PM | APRV |
| 3 | Ivan Cantu | Ivan Cantu | 05/07/2008 02:10 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |
| Form Started By: Veronica Lopez | | | Started On: 05/05/2008 11:38 AM | |
| Final Approval Date: 05/09/2008 | | | | |

**DATE:** May 5, 2008

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Dept. of Budget & Management for Elections

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

**2008**
**Transfer**
**AI- 9162**

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE / DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| | | |
| FROM | | |
| 8-1100-415-00-115-002-0- 899 | Co Wide Adm- Contingency | (69,703.40) |
| | | |
| | | |
| TO | | |
| 8-1100-414-00-130-001-0- 123 | Elections Dept- Election Poll Workers | 69,338.91 |
| 8-1100-414-00-130-001-0- 131 | Elections Dept- Overtime | 364.49 |
| | | |
| | | |
| | | |
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| | | |
| | | |
| | | |
| | | |
| | TOTAL BUDGET INCREASE (DECREASE) | 0.00 |

**REASON:** Interdepartmental Transfer from County Wide Administration- Contingency to Elections Department- Poll Workers and Elections Department- Overtime to cover negative balance in both object codes.

**Approved by**

**COMMISSIONERS COURT**

**DATE**

**ATTEST, COUNTY CLERK**

**AI-9215** **19.C.**

## Interdepartmental Transfer
## CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Edna Kirby, IT DEPARTMENT
**Submitted For:** Renan Ramirez
**Department:** IT DEPARTMENT
**Agenda Area:** Budget and Management

### Information

**CAPTION**

Approval of 2008 Interdepartmental Transfer from Computer Department - Internet to various departments (1100) in the amount of $875.00, to cover Lexis Nexis payments.

**BACKGROUND**

To cover Lexis Nexis payments.

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-4XX-00-XXX-00X-0-XXX
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance in account no. 8-1100-415-00-200-002-0-534, as of 05/09/2008 $
-->8-1100-412-00-003-001-0-342 $250.00
-->8-1100-421-00-294-001-0-342 $625.00

### Attachments

Link: 05-09-2008

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/08/2008 09:07 AM | APRV |
| 2 | Andres Castro | Andres Castro | 05/09/2008 09:02 AM | APRV |
| 3 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Edna Kirby Started On: 05/07/2008 03:21 PM

Final Approval Date: 05/09/2008

**DATE:** **May 13, 2008**

**DEPARTMENT HEAD:** Renan Ramirez

**DEPARTMENT NAME:** Information Technology

**ACCOUNT NUMBER:** **8-1100-4XX-00-XXX-001-0- 342**

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following 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** | | |
| **8-1100-415-00-200-002-0-534** | **Computer Dept - Internet** | **(875.00)** |
| | | |
| | | |
| **TO** | | |
| **8-1100-412-00-003-001-0-342** | **139 th D C - Information & Credit Srv.** | **250.00** |
| | | |
| **8-1100-421-00-294-001-0-342** | **Constable Pct. 4 - Information & Credit Srv.** | **625.00** |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**TOTAL BUDGET INCRE**

**TOTAL BUDGET INCREASE (DECREASE)** **0.00**

**REASON:**

**Each Department will cover Lexis Nexis**

**SIGNATURE**

**COMMISSIONERS COURT**

**DATE** / /

**ATTEST, COUNTY CLERK**

**EASE (DECREASE)**

**AI-9260** **19.D.**

# Emergency Services-EM interdept transfer various object codes
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Budget and Management

## Information

### CAPTION

Division of Emergency Services-Emergency Management:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Emergency Services - Emergency Management (1100) in the amount of $110,370.00 to fund various unanticipated expenditures.

### BACKGROUND

Request was made from Emergency Services-EM Dept to fund various unanticipated expenditures (please refer to attachment).

## Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-4XX-00-XXX-0XX-0-XXX
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

### BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-429-00-300-023-0-XXX various object codes in the total amount of $110,370.00 to fund various unanticipated expenditures for the Emergency Services-EM Dept.

Avaiable Balance as of 5-8-08 $160,042.71.

## Attachments

Link: Emergency Svcs-EM transfer

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Ivan Cantu (Originator) | Ivan Cantu | 05/09/2008 01:41 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/09/2008 02:28 PM | APRV |
| 3 | Ivan Cantu (Originator) | Ivan Cantu | 05/09/2008 02:32 PM | APRV |
| 4 | Budget & Management | Dina Trevino | 05/09/2008 02:34 PM | APRV |
| 5 | Erika Reyna | Erika Reyna | 05/09/2008 04:21 PM | APRV |
| 6 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Ivan Cantu Started On: 05/09/2008 11:51 AM

Final Approval Date: 05/09/2008

**DATE:** May 9, 2008

**DEPARTMENT HEAD:** Valde Guerra

**2008**
**Transfer**

**DEPARTMENT NAME:** Dept of Budget & Mgmt for Emergency Services-EM

**ACCOUNT NUMBER:** 8-1100-4XX-00-XXX-0XX-0- XXX

**CONTACT PERSON:** Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE / DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| FROM | | | |
| 8-1100-415-00-115-002-0- 899 | CO WIDE ADM- | CONTINGENCY | (110,370.00) |
| | | | |
| | | | |
| | | | |
| TO | | | |
| 8-1100-429-00-300-023-0- 432 | EMERG SRVCS-EM | EQUIP R & M SERVICE | 2,000.00 |
| 8-1100-429-00-300-023-0- 434 | EMERG SRVCS-EM | VEHICLE R & M SERVICE | 2,000.00 |
| 8-1100-429-00-300-023-0- 532 | EMERG SRVCS-EM | CELL PHONE | 6,500.00 |
| 8-1100-429-00-300-023-0- 534 | EMERG SRVCS-EM | INTERNET | 2,500.00 |
| 8-1100-429-00-300-023-0- 550 | EMERG SRVCS-EM | PRINTING & BINDING | 1,500.00 |
| 8-1100-429-00-300-023-0- 581 | EMERG SRVCS-EM | TRAVEL IN COUNTY | 2,000.00 |
| 8-1100-429-00-300-023-0- 583 | EMERG SRVCS-EM | TRAVEL OUT OF COUNTY | 5,000.00 |
| 8-1100-429-00-300-023-0- 584 | EMERG SRVCS-EM | REGISTRATION FEES | 2,000.00 |
| 8-1100-429-00-300-023-0- 601 | EMERG SRVCS-EM | OFFICE SUPPLIES | 3,000.00 |
| 8-1100-429-00-300-023-0- 613 | EMERG SRVCS-EM | SAFETY SUPPLIES | 4,000.00 |
| 8-1100-429-00-300-023-0- 630 | EMERG SRVCS-EM | FOOD | 2,500.00 |
| 8-1100-429-00-300-023-0- 631 | EMERG SRVCS-EM | BOTTLED WATER | 1,000.00 |
| 8-1100-429-00-300-023-0- 664 | EMERG SRVCS-EM | OTHER MINOR EQUIPMENT | 6,200.00 |
| 8-1100-429-00-300-023-0- 682 | EMERG SRVCS-EM | GASOLINE/DIESEL | 18,000.00 |
| 8-1100-429-00-300-023-0- 684 | EMERG SRVCS-EM | TIRES & TUBES | 2,000.00 |
| 8-1100-429-00-300-023-0- 890 | EMERG SRVCS-EM | OTHER | 34,500.00 |
| 8-1100-429-00-300-023-0- 667 | EMERG SRVCS-EM | MINOR SOFTWARE | 1,770.00 |
| 8-1100-429-00-300-023-0- 745 | EMERG SRVCS-EM | COMPUTER EQUIPMENT | 13,900.00 |
| | | | |
| | | | |
| | TOTAL BUDGET INCREASE (DECREASE) | | 0.00 |

**REASON:**

**To fund various unanticipated expenditures for the Emergency Services-EM dept. in the object codes stated above.**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

**AI-9264** **19.E.**

## 2008 inter for Planning Department (1100)
## CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT
**Submitted For:** Planning Department (1100)
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Budget and Management

### Information

**CAPTION**

Approval of 2008 interdepartmental transfer from County Wide Administration (1100) to the Planning Department (1100) in the amount of $4,455.00.

**BACKGROUND**

Needed due to AI-9219

### Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 8-1100-41X-X0-X1X-00X-0-XXX
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

From 8-1100-415-00-115-002-0-899 CO WIDE ADM-CONTINGENCY to 8-1100-419-10-210-001-0-532 PLANNING DEPT-CELL PHONE in the amount of $160,042.71. Funding available for transfer as of 5/9/08.

### Attachments

Link: 5-09-08

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Andres Castro | Andres Castro | 05/09/2008 02:11 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/09/2008 02:29 PM | APRV |
| 3 | Andres Castro | Andres Castro | 05/09/2008 02:32 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Dale Kennan Started On: 05/09/2008 01:34 PM

Final Approval Date: 05/09/2008

**DATE:** May 9, 2008

**2008**
**Transfer**

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department of Budget & Management for the Planning Department (1100)

**ACCOUNT NUMBER:** 8-1100-41X-X0-X1X-00X-0-XXX

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

**Contact:** Dale Kennan
**Ph#:** 292-7025 Ext. 5406

Honorable Commissioners' Court of Hidalgo County:

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

| ACCOUNT NUMBER | ACCOUNT NAME | INCREASE (DECREASE) AMOUNT |
|---|---|---|
| | | |
| 8-1100-415-00-115-002-0-899 | CO WIDE ADM-CONTINGENCY | (4,455.00) |
| | | |
| 8-1100-419-10-210-001-0-532 | PLANNING DEPT-CELL PHONE | 4,455.00 |
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| | **TOTAL BUDGET INCREASE (DECREASE)** | **0.00** |

**REASON:**
**Transfer from CO WIDE ADM-CONTINGENCY to PLANNING DEPT-CELL PHONE to fund cell phone plans for the deparment supervisors and inspectors.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-9159** **19.F.**

## 2008 inter for CO 2004-B&G (1334)
## CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT
**Submitted For:** C.O.,2004-BLDG & GRDS-CRTHSE (1334)
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Budget and Management

### Information

**CAPTION**

Approval of 2008 interdepartmental transfer from various accounts within the Certificate of Obligation Series 2004 (1334) to Certificate of Obligation Series 2004 - Buildings and Grounds - Courthouse (1334), in the amount of $201,320.88.

**BACKGROUND**

### Fiscal Impact

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

**BUDGETARY IMPACT:**

From various C.O. Series 2004 (1334) accounts to C.O. Series 2004-B&G- CRTHSE (1334), in the amount of $201,320.88. Funding available for transfer as of 5/5/08.

### Attachments

Link: 2008 Inter for C.O. 2004-B&G (1334)

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Sergio Cruz | Sergio Cruz | 05/08/2008 09:23 AM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/08/2008 09:48 AM | APRV |
| 3 | Manuel Chapa | Manuel Chapa | 05/08/2008 03:30 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Dale Kennan Started On: 05/05/2008 08:25 AM

Final Approval Date: 05/09/2008

**DATE:** May 5, 2008

**2008**
**Transfer**

**DEPARTMENT HEAD:** Valde Guerra

**DEPARTMENT NAME:** Department of Budget & Management for Various C.O. Series 2004 (1334)

**ACCOUNT NUMBER:** 8-1334-4XX-XX-XX0-00X-0-XXX

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

**Contact:** Dale Kennan
**Ph#:** 292-7025 Ext. 5406

Honorable Commissioners' Court of Hidalgo County:

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

| ACCOUNT NUMBER | ACCOUNT NAME | INCREASE (DECREASE) AMOUNT |
|---|---|---|
| | | |
| 8-1334-419-40-220-009-0-334 | C.O.,2004-B&G-ADM BLDG-ENG & ARCH SERV | (12,290.00) |
| 8-1334-419-40-220-009-0-431 | C.O.,2004-B&G-ADM BLDG-BLDG R&M SERVICE | (41,278.28) |
| 8-1334-419-40-220-009-0-452 | C.O.,2004-B&G-ADM BLDG-BLDG ADD & RENOV | (5,599.78) |
| 8-1334-419-40-220-009-0-664 | C.O.,2004-B&G-ADM BLDG-OTHER MINOR EQUIP | (5,335.57) |
| 8-1334-419-40-220-009-0-739 | C.O.,2004-B&G-ADM BLDG-OTHER STRUCTURES | (230.50) |
| 8-1334-419-40-220-011-0-452 | C.O.,2004-B&G-OLD JAIL-BLDG ADD & RENOV | (27.78) |
| 8-1334-419-40-220-011-0-679 | C.O.,2004-B&G-OLD JAIL-OTHER R&M SUPPL | (563.00) |
| 8-1334-419-40-220-038-0-739 | C.O.,2004-B&G-PARKING LOT-OTHER STRUCTUR | (21,053.27) |
| 8-1334-423-00-220-015-0-452 | C.O.,2004-B&G-SALLY PORT-BLDG ADD &RENOV | (39,190.01) |
| 8-1334-423-00-330-046-0-431 | C.O.,2004-WESLACO B/C-BLDG R&M SERVICE | (55,200.00) |
| 8-1334-423-32-330-042-0-720 | C.O.,2004-JUVENILE DEPT-BUILDINGS | (18,598.21) |
| 8-1334-441-00-340-022-0-431 | C.O.,2004-H/D EDBG-BLDG R&M SERVICE | (18.41) |
| 8-1334-441-00-340-026-0-741 | C.O.,2004-HEALTH DEPT-VEHICLES | (1,936.07) |
| | | |
| 8-1334-412-00-220-010-0-431 | C.O.,2004-BLDG & GRDS-CRTHSE-BLDG R&M | 201,320.88 |
| | | |
| | | |
| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | **0.00** |

**REASON:**
**Transfer from accounts within the Cerificate of Obligation Series 2004 (1334) to C.O.,2004-BLDG & GRDS-CRTHSE-BLDG R&M to fund potential additional repair cost for the courthouse in 2008.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** ___/___/___

**ATTEST COUNTY CLERK**

**AI-9266** **19.G.**

# Interfund Transfer, Indigent Health (1249) to Co Wide (1100)
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Sergio Cruz, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Budget and Management

## Information

**CAPTION**

Approval of 2008 interfund transfer from Indigent Health Care Program (1249) to County Wide Administration (1100) in the amount of $1,573,691.05.

**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:**

$6,464,479.17 avaliable funding as of 05-09-2008

## Attachments

Link: INTERFUND TRANSFER

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/09/2008 04:41 PM | APRV |
| 2 | Manuel Chapa | Manuel Chapa | 05/09/2008 04:57 PM | APRV |
| 3 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Sergio Cruz Started On: 05/09/2008 02:49 PM

Final Approval Date: 05/09/2008

**DATE:** May 13, 2008

**DEPARTMENT HEAD:** VALDE GUERRA

**DEPARTMENT NAME:** DEPARTMENT OF BUDGET AND MANAGEMENT

**SUBJECT:** **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

**Honorable Commissioner's Court of Hidalgo County:**

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

| INCREASE/DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| | | |
| 8-1100-415-00-115-002-0- 899 | CO WIDE ADM-CONTINGENCY | 1,573,691.05 |
| 8-1100-491-01-000-249-0- 891 | TRANSFER OUT | (1,573,691.05) |
| | | |
| | | |
| | | |
| 8-1249-391-01-000-100-0- 000 | TRANSFER IN | (1,573,691.05) |
| 8-1249-444-00-240-004-8- 843 | UPL FY 2007-2008-AID TO NONGOVT AGENCY | (1,573,691.05) |
| | | |
| | | |
| | | |
| | TOTAL BUDGET INCREASE (DECREASE) | (1,573,691.05) |

**REASON:** **REVERSE ORIGINAL TRANSFER DUE TO EXCESS FUNDING FOR UPL FY 2007-2008. TOTAL FUNDING FOR UPL IS $8,500,000.00 LESS INDIGENT CARE EXPENSES MADE DIRECTLY BY COUNTY..**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-9265** **19.H.**

## Urban Co. Program Reserve
## CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Budget and Management

### Information

**CAPTION**

Urban County Program:
1. Approval of 2008 intradepartmental transfer within the Countywide Administration account (1100) from object code 899 "Contingency" to object code 890 "Other" in the amount of $319,906.00 to fund disallowed costs.
2. Approval to pay the amount of $187,043.00 to the U.S. Department of Housing and Urban Development for disallowed costs under the Urban County Program with authority for County Treasuer to issue check after review, audit, and processing procedures are completed by the County Auditor.

**BACKGROUND**

1. Line item transfer being made to cover the full amount of disallowed costs of $319,906.00 for the Urban Co. Program.
2. Approval to pay the amount of $187,043.00. The difference amount of $132,863.00 is currently being disputed by the Urban Co. dept.

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-415-00-115-002-0-XXX
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

899 --> 890 $319,906.00 to fund payment of disallowed costs for the Urban Co. Program. Funds available as of 5-9-08.

### Attachments

Link: Urban Co. backup
Link: Revised AI- 9265

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Ivan Cantu (Originator) | Ivan Cantu | 05/09/2008 04:20 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/09/2008 04:24 PM | APRV |
| 3 | Veronica Lopez | Veronica Lopez | 05/09/2008 04:43 PM | APRV |
| 4 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |

Form Started By: Ivan Cantu

Started On: 05/09/2008 01:55 PM

Final Approval Date: 05/09/2008

# COUNTY OF HIDALGO
# URBAN COUNTY
# PROGRAM




# HOME MONITORING

# 1999

# HOME MONITORING FOR 1999
## HUD Letter dated 1/24/02

**Finding # 1** - Income Determinations. Applications to be checked to ensure current income data is used at the time the HOME assistance becomes available. UCP must thoroughly review the application, determine eligibility, verify income, and sign off on approval/disapproval of the application. Internal monitoring to occur semi-annually. **CLEARED** as of 1/24/02

**Finding #2** - Calculation of Income Eligibility. County has adopted the Section 8 (24 CFR Part 5) method of income determinations. The Internal Monitor will conduct follow-up review of determinations. **CLEARED** as of 1/24/02

**Finding #3** - Property Inspections/Cost Estimates. The County has stated that all documents pertaining to the rehabilitation work will be placed in the project file. This is to include work write-ups, cost estimates, inspection reports, bid documents, etc. **CLEARED** as of 1/24/02

Concern #1 - Countywide Rehabilitation Activity. Commend County for taking positive action to expend the funds in the rural areas expeditiously. The following options offered by HUD.

1. All unused (unallocated) HOME funds could be reprogrammed to Rehab activities in the rural areas.

2. The County has a fund derived from the defunct Mission Service Project (CHDO) that could be used for this purpose.

3. The CDBG funds presently allocated to each of the precincts could be designated for rehab activities in the rural areas. HUD acknowledges that some of PRECINCT funds are directed toward street/drainage improvements in rural areas, but a large majority of funds are used to supplement public services in the participating cities - - these funds should be used in the rural areas, as they appear to have a bid demand, not only for housing/rehabilitation but also for public improvements.

4. HUD reiterates that the HUD funds are allocated to the County and the County should designate and spend the funds where they are most needed.

**Finding #4** - Private/Public Partnerships. The County was to take proactive steps to advertise the funds available for housing for rental purposes on an area-wide basis. Please advise of the specific actions, if any, taken in this regard before allocating future HOME funds for rental housing activities. Remains **OPEN** as of 1/24/02.

**County Response: Finding #4 2/26/ 2002:** The County has ceased providing funds for rental housing. Should such a program be offered in the future, the County will advertise the availability of funds through newspaper advertising and will solicit proposals from all qualified parties.

**HUD Response: Finding #4 4/18/02** The County has provided assurance that it will advertise the availability of future funds and solicit proposals from qualified parties. We request that this same action be extended to the availability of HOME funds for CHDO's. This action **CLEARS** this finding.

FINDING #5 Affordability Period on Rental Projects. (Edcouch Apartments) There is a substantial amount of information requiring review. To be addressed by separate letter. (S 80,000) Remains **OPEN** as of 1/24/02.

**HUD Separate Letter dated 1/28/02** The property received $ 80,000 for the acquisition and rehabilitation of 11 units for the purpose of providing rental assistance.

| | |
|---|---|
| **Affordability period:** | Five (5) years |
| **Agreement signed:** | August 1999 |
| **Affordability period expiration:** | August 2004 |

Section 92.503(b) states that, "any HOME funds invested in housing that does not meet the affordability requirements for the period specified in Section 92.252 or Section 92, 254 . . . must be repaid by the participating jurisdiction . . . "

Letter further requests response from County within 30 days on action it will take and request for compliance with the repayment requirements if the County will take no action.

**HUD Separate Letter dated 2/11/05** For those units still in the affordability period, please advise if the County is current in adhering to all requirements regarding inspections, tenant information, rents, monitoring, etc.

For those projects where the affordability period has passed, advise if the affordability period was met and, if so, provide documentation to support your determination.

In response to our question regarding the applicability of the instruments used by the County for enforcement of affordability period, HUD's Legal Counsel advised that the documents do not satisfy the requirements cited at 92.252(e). The proper instruments would be deed restrictions or covenant conditions (declarations, covenants, deeds and restrictions **running with the land.)** The Promissory Notes indicate that we may be able to declare default and/or foreclosure under the deed of trust if the affordability requirements are not met. This may provide us with a method to recoup the funds that we must repay to HUD.

HUD requested response within 30 days of the date of this letter.

**HUD Separate Letter dated 2/11/02**

HUD's letter requested further information as noted below:

| Owner/ Amount/(Units) | Address | Contract Date | Affordability Period End | Status | Response |
|---|---|---|---|---|---|
| A. Hernandez $ 8,363, (1) | 1209 Frontage Alamo, TX | 4/06/93 | 4/06/98 | When was unit sold? | |
| A. Hernandez $ 17,000, (1) | 401 N. Hidalgo Elsa, TX | 4/06/93 | 4/06/98 | What is Current Status? | |
| A. Hernandez $ 24,000, (3) | Mile 5 N Alton, TX | 2/01/94 | 2/01/99 | When were units sold? | |
| B. Hernandez $ 8,500, (1) | Thelma St. San Juan, TX | 5/31/94 | 5/31/99 | Was affordability period met? | |
| A. Hernandez $ 8,500, (1) | 230 Silva San Juan, TX | 1/17/95 | 1/17/00 | Was affordability period met? | |
| A. Hernandez $ 7,043, (23) | 513 Broadway Elsa, TX | 5/09/96 | 5/09/01 | Was affordability period met by CDV? | |
| E. Gonzalez $ 8,500, (1) | 616 Lackland Edcouch, TX | 4/26/97 | 4/26/02 | What is current status? | |
| J. Hernandez $ 57,500, (7) | Begonia/Magnolia Elsa, TX | 9/08/98 | 9/08/03 | What is current status | |
| A Hernandez $ 7,500 (1) | 315 Crockett Elsa, TX | | | | Activity CANCELLED |
| A Hernandez $ 8,500 (1) | 107 Magnolia Elsa, TX | | | | Activity CANCELLED |

**County Response Finding #5 2/26/02.** No response at this time.

**HUD Response: Finding #5 4/18/02** We are awaiting County's response to HUD letter dated February 11, 2002 with respect to the affordability periods for all rental projects. Please submit response as soon as possible. This finding remains **OPEN.**

**HUD RESPONSE: FINDING #5 DECEMBER 2002**

**Action Required:** UCP must obtain verification from the Housing Authority(s) that the units(s) was indeed on their rent rolls during the remaining period of affordability. This information is required for the following addresses:

1209 Frontage, Alamo – Sold 11/05/96 – Affordability period through 4/06/98

401 N. Hidalgo, Elsa – Sold 5/26/97 – Affordability period through 4/06/98

Mile 5 N, Alton - Sold 8/97 - Affordability period through 2/1/99

Thelma St., San Juan – obtain verification that unit was rented under Section 8 through 5/31/99

230 Silva, San Juan – sold to low-income family; provide information as to how the low-income status of the family was obtained

513 Broadway, Elsa – this unit was sold in May 1997 to Colonias del Valle, who declared bankruptcy October 2000. Bankruptcy does not nullify the requirement of meeting affordability period; therefore, the HOME funds in the amount of $7,043 WILL HAVE TO BE REPAID.

616 Lackland, Edcouch – provide assurance that you and/or the Edcouch Housing Authority are meeting the requirements of the rental program.

For the SEVEN (7) houses at BEGONIA/MAGNOLIA, Elsa – the Elsa, Edcouch, and Hidalgo County Housing Authorities are still renting these houses under the Section 8 Program. Provide assurance that rental requirements are current and on file. These should include inspections, tenant documentation, etc.

THIS FINDING REMAINS OPEN until the above matters are resolved. Unless proper justification is provided as requested above, the funds MAY HAVE TO BE REPAID.

Finding #6(a) - Acquisition of Property. (Colonias del Valle/Cotton Gin Apartments) HUD requests payment to Treasury of $ 100,000 from non-federal funds. Funds must be transferred to Treasury to be deposited in County's HOME account. HUD requests confirmation of this transaction. Remains **OPEN** as of 1/24/02.

**County Response Finding #6(a) 2/26/02:** County response is that UCP Staff shouldn't be penalized since County took proactive steps to rectify the situation. Penalty would be assessed against officials and staff not involved with the alleged wrong-doing in any way and are working to get the UCP back on track. The County requested a one-year extension to allow for the Office of the Inspector General to complete its investigation. A criminal prosecution might trigger the Public Official Bonding, in force at the time, bringing additional resources to bear on the problem. Remains **OPEN** as of 2/26/02.

**HUD Response Finding #6(a) 4/18/04:** The County must reimburse the HOME account $ 100,000 for a violation of the affordability period by Colonias del Valle, Inc. on the Cotton Gin Apartments. The reimbursement of these funds, along with other funds owed will be addressed once we receive a response to Finding #5 and that we make a final determination to your response dated 4/02/02, regarding the violation of the affordability period on the Edcouch Apartments, which would result in the County reimbursing the HOME account an additional $80,000. This finding remains **OPEN**. $100,000 needs to be repaid

**HUD RESPONSE:**

**FINDING #6 (a)**
**DECEMBER 2002**

Acquisition of Property & Affordability Period: In 1997, Colonias del Valle, a CHDO, received $ 100,000 in HOME funds to acquire and rehabilitate 23 units known as the Cotton Gin Apts. The County failed to inspect and obtain proper documentation on the units and the City of Elsa proceeded to condemn the property in 2000. Although Colonias del Valle filed for bankruptcy, it failed to meet the affordability period in accordance with the HOME regulations cited at 92.252(e). The **County is now responsible for repayment of funds, which must be wire transferred to be credited to the HOME Program. THIS FINDING REMAINS OPEN.**

**Finding #6(b)** - Acquisition of Property. (South Texas Economic Development Corporation-STEDC) Used $ 105,000 in funds for the acquisition of property and $ 15,000 for the rehabilitation. Letter states that no appraisal was found but property was listed at $55,000 on tax rolls. ( $ 105,000 – 55,000 = **$60,000 to be repaid)** unless an appraisal is located. Must also submit proof of rehab for $15,000. UCP is to also perform all inspections and re-certifications. HUD requests a copy of the settlement statement to determine the applicable closing costs. The County reported that all eight (8) units are currently rented with Section 8 tenants and the name of the property has changed to Casa Linda Homes. Remains **OPEN** as of 1/24/02.

**County Response Finding #6(b) 2/26/02:** County response is that appraisal is in excess of funds provided for project and submitted it as evidence. The rehab invoices and canceled checks are in excess of $ 15,000 in rehab. The UCP staff will conduct all inspections and re-certifications of the units in order to eliminate the appearance of a conflict of interest since this project is owned by a subsidiary of the Hidalgo County Housing Authority (HCHA).

**HUD Response Finding #6(b) 4/18/02:** In its response of February 26, 2002, an appraisal report was submitted. The Appraisal Analysis and resulting Summary Appraisal was performed by Mr. Richard Garza, a Texas certified appraiser, as requested by Mr. Mike Lopez (STEDC). At our request, the appraisal report was reviewed by a HUD appraiser, Mr. Thomas L. Goade, MAI, SRA, and his review indicates that the appraisal report cannot be relied upon as providing an accurate opinion of market value for the referenced property. **Based on Mr. Goade's recommendation, we are not accepting the appraisal.** He communicated with Mr. Garza during his review, and you, Mr. Garza or Mr. Lopez are welcome to contact him if you have any questions. A copy of his review is enclosed. Additional, the records submitted did not substantiate the $ 15,000 for repairs to the units. However, after securing

copies of the supporting documentation from the Office of the Inspector General, HUD accepted them. The County will **HAVE TO REIMBURSE** $55,000 ($120,000 – 50,000 (appraised value in 1998) - $15,000 (eligible rehab). This finding remains **OPEN** and the amount owed will be added to the other funds owed, as noted in Finding #6(a) above.

**HUD Response:**
**Finding #6 (b)**
**December 2002**

South Texas Economic Development Corporation (STEDC), a CHDO was awarded $120,000 for the acquisition and rehabilitation of eight (8) units now known as Casa Linda Homes (908 N. Broadway in Elsa, Texas). An appraisal was not obtained prior to the acquisition. The CHDO was allowed to have an appraisal conducted; however, corrections were made and a new appraisal was resubmitted with your letter of June 11, 2002. After review by our appraiser, the corrected appraisal has been determined to be acceptable. **THIS FINDING IS CLEARED.**

**Finding #7** - Property Standards. County provided copies of partial inspections performed by the County in 2000. (no inspections available after completion of the rehabilitation work). There were no work write-ups or cost estimates performed by the County. The County failed to properly inspect the units after they were originally rehabilitated and failed to follow-up on tenant information and inspection as required during tenancy. Remains **OPEN** as of 1/24/02 and will remain open until the County provides assurance that it will comply with all regulations for rental rehabilitations to include work write-ups, cost estimates, inspections and follow-ups.

**County response Finding #7 2/26/02** County response is that County has ceased all rehabilitation programs. County will take all reasonable and prudent steps prior to restarting programs. CHDO contracts have been revised to account for the required changes.

**HUD Response: Finding #7 4/18/ 2002:** The County indicates that it has ceased funding for rental rehabilitation and will hereafter follow the regulations and adhere to all the requirements and on this basis, we are **CLEARING** this finding.

**Finding #8** - Property Standards, Affordability Period, Agreement. The Subrecipient agreement is deficient and does not provide specific information relating to the requirements of rental housing and does not provide the specific affordability period. Remains **OPEN** as of 1/24/02 and will remain open until the County develops a new agreement, incorporating the applicable requirements; i.e., construction of housing, rental housing, rehabilitation, etc. The County must also provide information that it now has in place its own requirements for meeting the

regulations; i.e., inspections, property standards, work write-ups, cost estimates, appraisals, etc.

Concern #2 - CHDO Certification. County has or will take appropriate action to confirm Board composition and other applicable information.

**County Response:** The County has ceased operation of all rental housing program. Prior to the restart of any rental-housing program, the County will assure that the Subrecipient Agreements are updated to incorporate the applicable requirements.

**HUD Response: Finding #8 4/18/ 2002:** The County agrees to correct the Subrecipient/CHDO Agreement if and when rental housing programs are undertaken in the future. This finding is **CLEARED.**

**Finding #9** - Affirmative Fair Housing Marketing Plan (AFHMP) County must confirm adoption and enforcement of the Plan.

**Finding #9** - Affirmative Fair Housing Marketing Plan (AFHMP) County submitted AFHMP to be adopted by Commissioners' Court. Remains **OPEN** as of 1/24/02 and pending confirmation that the plan was adopted and is being enforced.

**County Response: Finding #9 2/26/ 2002** This Plan is scheduled for adoption by the Commissioners' Court on Tuesday, March 12, 2002. Once adopted, the Plan will be enforced by the Urban County Program. Remains **OPEN** as of 2/26/02

**HUD Response: Finding #9 4/18/ 2002:** The County has submitted information confirming the adoption of the of the Affirmative Fair Housing Marketing Plan. This finding is **CLEARED.**

**HUD RESPONSE**
**(separate letter of 1/28/2002)**
**DECEMBER 2002**

HUD inquired about the Edcouch Apartments located at 614 Missouri in Edcouch, TX. HUD has knowledge that Rio Grande Valley Opportunities Industrialization Center (RGV-OIC), a CHDO who received S 80,000 in HOME funds to acquire and rehabilitate 11 units, was no longer operational. The agreement for this transaction was signed in January 1998, with the affordability period ending in 2003. In UCP's response dated April 2, 2002, you advised that RGV-OIC went out of business and the bank foreclosed on the property. Since the affordability period was not met, in accordance with the regulations cited at 92.252 (e), THE COUNTY IS OBLIGATED TO REIMBURSE THE S 80,000 TO THE HOME ACCOUNT. This should transpire by wire transfer and documentation of the transaction submitted to our office.

**Finding #5:** 8363.00 1209 Frontage, Alamo

| | | |
|---|---|---|
| | 17000.00 | 401 N. Hidalgo, Elsa |
| | 24000.00 | Mile 5 N, Alton |
| | 8500.00 | Thelma St, San Juan |
| | 8500.00 | 230 Silva, San Juan |
| | 7043.00 | 513 Broadway, Elsa |
| | 8500.00 | 616 Lackland, Edcouch |
| | 57500.00 | Begonia/Magnolia, Elsa |
| **$** | **139406.00** | |
| **-** | **7043.00** | **Part of $187,043.00 due** |
| $ | 132363.00 | **Still need additional documentation for clearance** |

**Finding #6(a):** **100,000.00** Acquisition of Property & Affordability Period
Cotton Gin Apartments

| **Total Findings:** | | **Due from County** |
|---|---|---|
| #5 Edcouch Apartments-614 Missouri | $ 80,000.00 | $ 80,000.00 |
| #5 38 units (Alamo, Alton, etc.) | $139,406.00 | $ 7,043.00 -513 Broadway |
| (Amt requiring documentation $132,363.00) | | |
| #6(a) Acq. Of Property-Cotton Gin Apts. | $100,000.00 | $100,000.00 |
| #6 (b) STEDC/Casa Linda Homes | $120,000.00 | $ -0- |
| #7 Property Standards | $ -0- | $ -0- |
| #8 Property Standards, Aff, Agreement | $ -0- | $ -0- |
| #9 Affirmatively Fur. Fair Housing | $ -0- | $ -0- |
| | $439,406.00 | **$187,043.00** |

# BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: **05-09-08**

DEPARTMENT HEAD: **Valde Guerra**

**2008**
**Transfer**

DEPARTMENT NAME: **Dept of Budget & Management for Co. Wide Admin.**

ACCOUNT NUMBER: **8-1100-415-00-115-002-0-XXX**

CONTACT PERSON: **Ivan Cantu** PHONE: **292-7025 ext. 5425**

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

Honorable Commissioner's Court of Hidalgo County:

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

| FROM | | TO | | |
|---|---|---|---|---|
| OBJECT CODE | OBJECT NAME | OBJECT CODE | OBJECT NAME | AMOUNT |
| 899 | Co. Wide Adm.-Contingency | 890 | Co. Wide Adm-Other | 319,906.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL** | **319,906.00** |

REASON: To cover disallowed costs for the Urban Co. Program.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

**AI-9275** **19.I.**

# Funding agreement for IMAS
# CC REGULAR

| | |
|---|---|
| **Date:** | 05/19/2008 |
| **Submitted By:** | Ivan Cantu, BUDGET & MANAGEMENT |
| **Submitted For:** | Valde Guerra |
| **Department:** | BUDGET & MANAGEMENT |
| **Agenda Area:** | Budget and Management |

## Information

### CAPTION

International Museum of Arts & Sciences (IMAS):
1. Discussion, consideration, and action on annual funding agreement between Hidalgo County and the International Museum of Arts and Sciences (IMAS) for the year 2008.
2. Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to International Museum of Arts & Sciences (1100) in the amount of $50,000.00 to fund the annual funding agreement.

### BACKGROUND

## Fiscal Impact

## Attachments

Link: Agreement

Link: transfer

## Form Routing/Status

| | |
|---|---|
| Form Started By: Ivan Cantu | Started On: 05/09/2008 04:53 PM |
| Final Approval Date: 05/09/2008 | |

**STATE OF TEXAS** §
§
**COUNTY OF TEXAS** §

## MUSEUM FUNDING AGREEMENT

This Museum Funding Agreement (the "Agreement") is made and entered into on this the 13th day of May, 2008 by and between the County of Hidalgo, Texas, a political subdivision of the State of Texas hereinafter referred to as the "County" and the International Museum of Art & Science, a Texas non-profit corporation hereinafter referred to as the "Museum".

**W I T N E S S E T H:**

WHEREAS, County is authorized to operate and maintain parks, playgrounds and museums, pursuant to Tex. Loc. Gov. Code 331.001, et seq., and may, in connection with the authority to establish museums, acquire and display collections, books, paintings, sculptures, coins and other objects of historical significance to the County; and

WHEREAS, as consideration for the Museum to provide the services of a County museum located in McAllen, Hidalgo County, Texas which is open to the public, County desires to provide financial support to the Museum; and

WHEREAS, County desires to assist Museum by providing funding for use by the Museum in operating its facilities during the calendar year 2008.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Museum agree as follows:

1. **Obligation of Museum.** During the period of this Agreement, Museum agrees to provide a Museum for all persons in Hidalgo County. The Museum will be open to the public on a regular basis on days and at times that are reasonably set by the Board of Trustees of the Museum. Museum agrees to display collections, historical books, paintings, sculptures, coins and other objects or collections of historical significance to the public at the Museum site and agrees to continue to acquire such items, objects and collections of historical significance. In addition, Museum agrees to use the funds provided by County pursuant to this Agreement to operate a museum for the purposes of acquiring, constructing, maintaining, and displaying to the public permanent exhibits of historical significance to the County.

2. **Museum Programs.** Museum also agrees to periodically conduct programs related to significant areas of interest in the history of Hidalgo County, Texas during the period of this Agreement.
3. **Consideration.** As consideration for the above and foregoing services that are provided for and on behalf of County, County agrees to pay Museum the sum of Fifty Thousand and 00/100ths Dollars ($50,000.00), payable in seven (7) equal

monthly installments, beginning May 13, 2008 and ending December 31, 2008.

4. **Term.** The period of this Agreement will be for one (1) year, commencing on May 13, 2008 and ending December 31, 2008.

5. **Liability for Museum Operation.** Museum assumes full responsibility and liability for conducting the programs and for any damage to the historical building site, the adjacent improvements occupied by Museum, or any of the personal property located upon the premises, including, but not limited to, all collections and items of historical significance, which may occur as a result of the public's use of the Museum.

6. **Indemnity.** Museum assumes and agrees to hold County harmless from any liability connected with any injury, death or damage to any person or property which may arise from or occur in connection with the maintenance, operation and use of the historic Museum site and any of the adjacent buildings utilized by Museum to perform the services provided by it, pursuant to sections 1 and 2 above. Museum will indemnify and hold County harmless from any and all damage arising from any injury, death or damage which may arise from an injury, death or damage to any person or item of property which occurs as a result of Museum's operation and use of the Museum's property that is utilized to perform and present the services set forth in sections 1 and 2 above. Museum agrees to purchase liability insurance to fully protect it and County from any such injury or damages in at least the amount prescribed by the Texas Tort Claims Act, Tex. Civ. Prac. and Rem. Code §101.001 et seq., as now existing or hereinafter amended, replaced or recorded.

7. **No Restriction on County.** No provision of this Agreement will restrict or deprive County of any powers or other lawful authority which it may presently posses with regard to the establishment or maintenance of other museum or the collection of any items related to the history of Hidalgo County or the South Texas area.

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

9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

| | |
|---|---|
| If to County: | Hidalgo County, Texas<br>Attention: County Judge<br>P.O. Box 1356<br>Edinburg, Texas 78540-1356 |
| If to Museum: | International Museum of Art and Science<br>Attention: Executive Director<br>1900 Nolana<br>McAllen, Texas 78504 |

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

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

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

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

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

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

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

19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

20. **Record Keeping and Audit.** Museum agrees to maintain records and reports as are necessary to establish the use of County funds under this Agreement for the purposes outlined in section 1 of this Agreement, and agrees to make those records and reports available to the County, and other local, state or federal agency or authority that may exercise jurisdiction over County funds. In addition, Museum agrees to comply with the reasonable requirements and standards of the Hidalgo County Auditor with respect to accounting for and reporting funds provided by County. Funds provided to Museum hereunder must be used in an activity that meets one of the objectives listed in Tex. Loc. Govt. Code §318.011 and 331.001, et. seq.

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

**COUNTY OF HIDALGO, TEXAS**

_____

Juan D. Salinas, III County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

**INTERNATIONAL MUSEUM OF ART AND SCIENCE**

By:_____
Chairman, Board of Trustees

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

**DATE:** May 9, 2008

**DEPARTMENT HEAD:** Valde Guerra

**2008**
**Transfer**

**DEPARTMENT NAME:** Dept of Budget & Mgmt for International Musuem of Arts & Sciences (IMAS)

**ACCOUNT NUMBER:** 8-1100-4XX-00-115-0XX-0- XXX

**CONTACT PERSON:** Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE/DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | AMOUNT |
|---|---|---|
| | | |
| FROM | | |
| 8-1100-415-00-115-002-0- 899 | CO WIDE ADM- CONTINGENCY | (50,000.00) |
| | | |
| | | |
| | | |
| TO | | |
| 8-1100-451-32-115-071-0- 843 | INTERNATIONAL MUSUEM OF ARTS & SCIENCES (IMAS) AID TO NON-GOVT AGENCY | 50,000.00 |
| | | |
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| | TOTAL BUDGET INCREASE (DECREASE) | 0.00 |

REASON:

**To funds payments made under the annual funding agreement between Hidalgo Co. and IMAS.**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

**AI-9274** **19.J.**

## Interdept transfer for Sanitation Pct. 1
## CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Budget and Management

### Information

**CAPTION**

Precinct No. 1 Sanitation:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Precinct No. 1 Sanitation (1100) in the amount of $800,000.00.

**BACKGROUND**

To fund infrastructure related projects for the Pct. 1 Sanitation dept.

### Fiscal Impact

**FISCAL YEAR:** 2008 **ACCT. #:** 8-1100-4XX-00-1XX-00X-0-XXX
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

8-1100-415-00-115-002-0-899 --> 8-1100-432-00-121-001-0-733 $800,000.00; funds avaiable as of 5-9-08.

### Attachments

Link: Pct. 1 Sanitation transfer

### Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Ivan Cantu (Originator) | Ivan Cantu | 05/09/2008 04:35 PM | APRV |
| 2 | Budget & Management | Dina Trevino | 05/09/2008 04:42 PM | APRV |
| 3 | Erika Reyna | | 05/09/2008 05:13 PM | NEW |

Form Started By: Ivan Cantu — Started On: 05/09/2008 04:27 PM

Final Approval Date: 05/09/2008

**DATE:** May 9, 2008

**DEPARTMENT HEAD:** Valde Guerra

**2008**
**Transfer**

**DEPARTMENT NAME:** Dept of Budget & Mgmt for Emergency Services-EM

**ACCOUNT NUMBER:** 8-1100-4XX-00-XXX-0XX-0- XXX

**CONTACT PERSON:** Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

| INCREASE / DECREASE ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|
| | | | |
| FROM | | | |
| 8-1100-415-00-115-002-0- 899 | CO WIDE ADM- | CONTINGENCY | (800,000.00) |
| | | | |
| | | | |
| | | | |
| TO | | | |
| 8-1100-432-00-121-001-0- 733 | SANITATION PCT. 1 | DRAINAGE DITCHES | 800,000.00 |
| | | | |
| | | | |
| | | |

**AI-9276** **19.K.**

# Telephone Analysis-General Fund
# CC REGULAR

**Date:** 05/13/2008
**Submitted By:** Angela Garcia, BUDGET & MANAGEMENT
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Budget and Management

## Information

### CAPTION

Requesting authorization and approval to transfer from various departments to the contingency account to various departments to fund telephone (Obj. 531).

### BACKGROUND

## Fiscal Impact

## Attachments

Link: Telephone

## Form Routing/Status

| | |
|---|---|
| Form Started By: Angela Garcia | Started On: 05/09/2008 05:16 PM |
| Final Approval Date: 05/09/2008 | |

# Hidalgo County
# Budget Management Section
# Telephone (Obj. 531) Analysis
# As of 5/1/2008

| Account Number | Department | Adjusted Budget | YTD Expended | Total Projected Telephone Exp. for 2008 | Total Adjustment |
|---|---|---|---|---|---|
| 8-1100-412-00-001-001-0-531 | 92ND DC | 1,000.00 | 450.57 | 1,351.71 | 351.71 |
| 8-1100-412-00-002-001-0-531 | 93RD DC | 500.00 | 395.81 | 1,187.43 | 687.43 |
| 8-1100-412-00-008-001-0-531 | 389TH DC | 2,000.00 | 795.12 | 2,385.36 | 385.36 |
| 8-1100-412-00-009-001-0-531 | 398TH DC | 2,613.00 | 900.56 | 2,701.68 | 88.68 |
| 8-1100-412-00-009-003-0-531 | INDIGENT DEFENSE | 3,456.00 | 1,374.07 | 4,122.21 | 666.21 |
| 8-1100-412-00-010-001-0-531 | 430TH DC | 800.00 | 373.58 | 1,120.74 | 320.74 |
| 8-1100-412-00-011-001-0-531 | 449TH DC | 1,500.00 | 1,230.15 | 3,690.45 | 2,190.45 |
| 8-1100-412-00-022-001-0-531 | CCL#2 | 750.00 | 373.58 | 1,120.74 | 370.74 |
| 8-1100-412-00-023-001-0-531 | CCL#3 PROBATE CRT | 1,000.00 | 466.96 | 1,400.88 | 400.88 |
| 8-1100-412-00-024-001-0-531 | CCL#4 | 1,000.00 | 373.58 | 1,120.74 | 120.74 |
| 8-1100-412-00-032-001-0-531 | MASTER CRT II | 1,050.00 | 466.96 | 1,400.88 | 350.88 |
| 8-1100-412-00-040-001-0-531 | CRT OF CIV APP | 3,840.00 | 1,618.18 | 4,854.54 | 1,014.54 |
| 8-1100-412-00-061-001-0-531 | JP PCT 1/PL 1 | 1,500.00 | 793.73 | 2,381.19 | 881.19 |
| 8-1100-412-00-062-001-0-531 | JP PCT 1/PL 2 | 1,000.00 | 373.58 | 1,120.74 | 120.74 |
| 8-1100-412-00-063-001-0-531 | JP PCT 2/PL 1 | 2,500.00 | 907.42 | 2,722.26 | 222.26 |
| 8-1100-412-00-064-001-0-531 | JP PCT 2/PL 2 | 2,525.00 | 1,679.32 | 5,037.96 | 2,512.96 |
| 8-1100-412-00-067-001-0-531 | JP PCT 4/PL 1 | 1,000.00 | 668.81 | 2,006.43 | 1,006.43 |
| 8-1100-412-00-068-001-0-531 | JP PCT 4/PL 2 | 550.00 | 1,065.50 | 3,196.50 | 2,646.50 |
| 8-1100-412-00-069-001-0-531 | JP PCT 5/PL 1 | 1,500.00 | 1,052.51 | 3,157.53 | 1,657.53 |
| 8-1100-412-00-080-002-0-531 | CRIM DA | 16,000.00 | 6,087.05 | 18,261.15 | 2,261.15 |
| 8-1100-413-00-110-006-0-531 | CO JUDGE | 1,800.00 | 1,531.98 | 4,595.94 | 2,795.94 |
| 8-1100-414-00-130-001-0-531 | ELECTIONS DEPT | 5,000.00 | 2,339.19 | 7,017.57 | 2,017.57 |
| 8-1100-415-00-200-002-0-531 | COMPUTER DEPT | 50,500.00 | 5,781.88 | 40,000.00 | (10,500.00) |
| 8-1100-415-14-115-001-0-531 | DBM | 1,500.00 | 1,576.33 | 4,728.99 | 3,228.99 |
| 8-1100-415-15-140-001-0-531 | TAX OFF | 20,000.00 | 10,133.02 | 30,399.06 | 10,399.06 |
| 8-1100-415-16-150-001-0-531 | CO TREASURER | 472.50 | 790.99 | 2,372.97 | 1,900.47 |
| 8-1100-415-21-170-001-0-531 | CO AUDITOR | 10,000.00 | 2,749.28 | 9,000.00 | (1,000.00) |
| 8-1100-415-40-180-001-0-531 | CO CLERK | 8,000.00 | 7,790.63 | 23,371.89 | 15,371.89 |
| 8-1100-415-50-190-002-0-531 | HUMAN RESOURCES | 1,300.00 | 907.68 | 2,723.04 | 1,423.04 |
| 8-1100-419-50-115-059-0-531 | DBM- SAFETY | 1,200.00 | 951.98 | 2,855.94 | 1,655.94 |
| 8-1100-421-00-115-027-0-531 | TX DPS | 1,250.00 | 1,440.84 | 4,322.52 | 3,072.52 |
| 8-1100-421-00-291-001-0-531 | CONSTABLE PCT.1 | 3,000.00 | 466.96 | 2,000.00 | (1,000.00) |
| 8-1100-421-00-292-001-0-531 | CONSTABLE PCT.2 | 1,600.00 | 536.94 | 1,910.82 | 310.82 |
| 8-1100-421-00-293-001-0-531 | CONSTABLE PCT.3 | 3,000.00 | 373.58 | 2,000.00 | (1,000.00) |
| 8-1100-421-00-294-001-0-531 | CONSTABLE PCT.4 | 1,000.00 | 513.66 | 1,540.98 | 540.98 |
| 8-1100-421-00-295-001-0-531 | CONSTABLE PCT.5 | 1,200.00 | 614.79 | 1,844.37 | 644.37 |
| 8-1100-423-00-320-001-0-531 | ADULT PROB | 43,000.00 | 11,903.58 | 38,700.00 | (4,300.00) |
| 8-1100-423-21-280-002-0-531 | JAIL | 65,000.00 | 23,493.00 | 70,479.00 | 5,479.00 |
| 8-1100-423-32-330-001-0-531 | JUV DET HM | 5,000.00 | 483.78 | 2,000.00 | (3,000.00) |
| 8-1100-423-60-330-002-0-531 | JUV PROB | 18,000.00 | 8,532.97 | 25,598.91 | 7,598.91 |
| 8-1100-432-00-123-001-0-531 | SANITATION PCT.3 | 1,200.00 | 418.06 | 1,254.18 | 54.18 |
| 8-1100-441-00-340-001-0-531 | HEALTH ADM | 3,551.00 | 2,103.08 | 6,309.24 | 2,758.24 |
| 8-1100-441-00-340-003-0-531 | HEALTH CLINICS | 28,000.00 | 15,003.24 | 45,009.72 | 17,009.72 |
| 8-1100-444-00-240-001-0-531 | HUMAN SERVICES | 6,000.00 | 3,192.50 | 9,577.50 | 3,577.50 |
| 8-1100-444-00-370-001-0-531 | VETERAN'S SRV | 350.00 | 374.15 | 1,122.45 | 772.45 |
| 8-1100-461-00-380-001-0-531 | TX AGRILIFE EXT | 9,000.00 | 2,624.49 | 8,000.00 | (1,000.00) |
| | **Total** | **336,007.50** | **128,075.62** | **413,076.21** | **77,068.71** |
| 8-1100-415-00-115-002-0-899 | CO WIDE ADM. - CONTINGENCY | | | | (77,068.71) |
| | **TOTAL** | | | | **0.00** |

**Reason: To properly fund telephone (object code 531) based on a projection of expenditures as of 05/01/2008.**

**AI-9255** **20.D.**

**Cause No.: C-866-03-B**

**CC REGULAR**

**Date:** 05/13/2008
**Submitted By:** Norma Silva, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Closed Session

## Information

**CAPTION**

Cause No.: C-866-03-B; Landmark Organization, L.P. vs Hidalgo County 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 | 05/09/2008 01:35 PM | APRV |
| 2 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |
| Form Started By: Norma Silva | | | Started On: 05/09/2008 09:59 AM | |
| Final Approval Date: 05/09/2008 | | | | |

**AI-9267** **20.E.**

**Cause No.: T-897-07-E**

**CC REGULAR**

**Date:** 05/13/2008
**Submitted By:** Norma Silva, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Closed Session

## Information

**CAPTION**

Cause No.: T-897-07-E; Mission CISD vs. Michael A. Vela and Amy Marie Vela

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/09/2008 04:45 PM | APRV |
| 2 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |
| Form Started By: Norma Silva | | | Started On: 05/09/2008 03:11 PM | |
| Final Approval Date: 05/09/2008 | | | | |

**AI-9271** **20.F.**

**Cause No.: CCD-1484-E**

**CC REGULAR**

**Date:** 05/13/2008
**Submitted By:** Norma Silva, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Closed Session

## Information

**CAPTION**

Cause No.: CCD-1484-E; Hidalgo County, Texas vs. Malcolm G. Dyer

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/09/2008 04:46 PM | APRV |
| 2 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |
| Form Started By: Norma Silva | | | Started On: 05/09/2008 04:05 PM | |
| Final Approval Date: 05/09/2008 | | | | |

**AI-9257** **21.D.**

**Cause No.: C-866-03-B**

**CC REGULAR**

**Date:** 05/13/2008
**Submitted By:** Norma Silva, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Open Session

## Information

**CAPTION**

Cause No.: C-866-03-B; Landmark Organization, L.P. vs. Hidalgo County 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 | 05/09/2008 01:35 PM | APRV |
| 2 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |
| Form Started By: Norma Silva | | | Started On: 05/09/2008 10:05 AM | |
| Final Approval Date: 05/09/2008 | | | | |

**AI-9268** **21.E.**

**Cause No.: T-897-07-E**

**CC REGULAR**

**Date:** 05/13/2008
**Submitted By:** Norma Silva, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Open Session

## Information

**CAPTION**

Cause No.: T-897-07-E; Mission CISD vs. Michael A. Vela and Amy Marie Vela

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/09/2008 04:44 PM | APRV |
| 2 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |
| Form Started By: Norma Silva | | | Started On: 05/09/2008 03:12 PM | |
| Final Approval Date: 05/09/2008 | | | | |

**AI-9273** **21.F.**

**Cause No.: CCD-1484-E**

**CC REGULAR**

**Date:** 05/13/2008
**Submitted By:** Norma Silva, BUDGET & MANAGEMENT
**Submitted For:** Valde Guerra
**Department:** BUDGET & MANAGEMENT
**Agenda Area:** Open Session

## Information

**CAPTION**

Cause No.: CCD-1484-E; Hidalgo County, Texas vs. Malcolm G. Dyer

**BACKGROUND**

## Fiscal Impact

## Attachments

*No file(s) attached.*

## Form Routing/Status

| Route Seq | Inbox | Approved By | Date | Status |
|---|---|---|---|---|
| 1 | Budget & Management | Dina Trevino | 05/09/2008 04:46 PM | APRV |
| 2 | Auditor's Office | | 05/09/2008 05:13 PM | NEW |
| Form Started By: Norma Silva | | | Started On: 05/09/2008 04:16 PM | |
| Final Approval Date: 05/09/2008 | | | | |